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As filed with the Securities and Exchange Commission on September 18, 2017

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form F-1
REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Qudian Inc.

(Exact name of Registrant as specified in its charter)

Cayman Islands	**6199**	**Not Applicable**
(State or Other Jurisdiction of Incorporation or Organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

15/F Lvge Industrial Building
1 Datun
Chaoyang District, Beijing 100012
People's Republic of China
+86-10-59485220
(Address and Telephone Number of Registrant's Principal Executive Offices)

Law Debenture Corporate Services Inc.
400 Madison Avenue, 4th Floor
New York, NY 10017, United States
+1-212-750-6474
(Name, address and telephone number of agent for service)

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

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

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

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

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

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☒

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered[1]	Proposed Maximum Aggregate Offering Price[2][3]	Amount of Registration Fee
Class A ordinary shares, par value US$0.0001 per share	US$750,000,000	US$86,925

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

(2) Includes (a) Class A ordinary shares represented by ADSs that may be purchased by the underwriters pursuant to their over-allotment option and (b) all Class A ordinary shares represented by ADSs initially offered and sold outside the United States that may be resold from time to time in the United States either as part of the distribution or within 40 days after the later of the effective date of this registration statement and the date the securities are first bona fide offered to the public.

(3) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

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

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

Subject to Completion. Dated , 2017.

American Depositary Shares

Qudian Inc.

Representing Class A Ordinary Shares

This is an initial public offering of shares of American depositary shares, or ADSs, each representing Class A ordinary shares of Qudian Inc., or Qudian.

Qudian is offering ADSs to be sold in this offering.

Prior to this offering, there has been no public market for the ADSs or our shares. It is currently estimated that the initial public offering price per ADS will be between US$ and US$. We will apply to list the ADSs on the New York Stock Exchange, or the NYSE, under the symbol "QD."

We are an "emerging growth company" under applicable United States federal securities laws and are eligible for reduced public company reporting requirements.

See "Risk Factors" on page 22 to read about factors you should consider before buying the ADSs.

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

	Per share	Total
Initial public offering price	US$	US$
Underwriting discounts and commissions	US$	US$
Proceeds, before expenses, to us	US$	US$

To the extent that the underwriters sell more than ADSs, the underwriters have the option to purchase up to an aggregate of additional ADSs from Qudian at the initial public offering price less the underwriting discounts and commissions.

The underwriters expect to deliver the ADSs against payment in New York, New York on , 2017.

Upon the completion of this offering, Class A ordinary shares and 63,491,172 Class B ordinary shares will be issued and outstanding. Holders of Class A ordinary shares and Class B ordinary shares will have the same rights except for voting and conversion rights. Each Class A ordinary share will be entitled to one vote, and each Class B ordinary share will be entitled to ten votes and will be convertible into one Class A ordinary share. Mr. Min Luo, our founder, chairman of the board and chief executive officer, will beneficially own all the Class B ordinary shares issued and outstanding, representing % of our aggregate voting power.

MORGAN STANLEY **CREDIT SUISSE** **CITIGROUP** **CICC** **UBS INVESTMENT BANK**

STIFEL **NEEDHAM & COMPANY**

Prospectus dated , 2017

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No dealer, salesperson or other person is authorized to give any information or to represent as to anything not contained in this prospectus or in any free writing prospectus we may authorize to be delivered or made available to you. You must not rely on any unauthorized information or representations. This prospectus is an offer to sell, and we are seeking offers to buy, only the ADSs offered hereby, and only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date, regardless of the time of delivery of this prospectus or any sale of the ADSs.

Neither we nor the underwriters have done anything that would permit this offering or the possession or distribution of this prospectus or any filed free writing prospectus in any jurisdiction where other action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus or any free writing prospectus filed with the United States Securities and Exchange Commission, or SEC, must inform themselves about, and observe any restrictions relating to, the offering of the ADSs and the distribution of this prospectus or any filed free writing prospectus outside of the United States.

Until , 2017 (the 25th day after the date of this prospectus), all dealers that buy, sell or trade ADSs, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PROSPECTUS SUMMARY

This summary highlights selected information contained in greater detail elsewhere in this prospectus. This summary may not contain all of the information that you should consider before investing in our ADSs. You should carefully read the entire prospectus, including "Risk Factors" and the financial statements, before making an investment decision. This prospectus contains information from an industry report commissioned by us and prepared by Oliver Wyman Consulting (Shanghai) Ltd, or Oliver Wyman, an independent management consulting firm, to provide information regarding our industry and our market position in China. We refer to this report as the Oliver Wyman Report.

OUR MISSION

Our mission is to use technology to make personalized credit accessible.

OVERVIEW

As a provider of online credit products, we use big data-enabled technologies, such as artificial intelligence and machine learning, to transform the consumer finance experience in China. We target hundreds of millions of quality, unserved or underserved consumers in China. They are young, mobile-active consumers who need access to small credit for their discretionary spending but are underserved by traditional financial institutions due to their lack of traditional credit data and the operational inefficiency of traditional financial institutions. We believe our operating efficiency and big data analytics capability to understand our prospective borrowers from different behavioral and transactional perspectives, assess their credit profiles and offer them instantaneous and affordable credit products with customized terms distinguishes our business and offerings.

We currently offer cash credit products, which provide funds in digital form, and merchandise credit products. We mainly generate financing income from cash credit products and both financing income and sales commission fees from merchandise credit products.

We are the largest online provider of small cash credit products in China in terms of the number of active borrowers and the amount of transactions in the six months ended June 30, 2017, according to the Oliver Wyman Report. In the six months ended June 30, 2017, we facilitated approximately RMB38.2 billion (US$5.6 billion) in transactions to 7.0 million active borrowers. Small credit products serve consumers' immediate needs for discretionary consumption. They typically have short durations, enabling us to quickly understand a borrower's behavior and further refine our data analytics and credit assessment model upon the completion of transaction cycles. On average, an active borrower drew down credit approximately six times in the six months ended June 30, 2017. As of June 30, 2017, borrowers with outstanding credit drawdowns utilized approximately 51.3% of their credit limits on average. We believe borrowers who did not utilize the maximum amounts available for drawdowns under their respective credit limits tend to be those who utilize credit responsibly.

We operate a pure online platform, with nearly all of the transactions facilitated through mobile devices, providing consumers with a convenient experience. Prospective borrowers can apply for credit on their mobile phones and receive approval within a few seconds. Approved borrowers are then able to draw down on their cash credit with cash disbursed immediately into their Alipay accounts in digital form. Borrowers also repay the credit drawdowns through their Alipay accounts. To complement our cash credit products, we offer merchandise credit products to finance borrowers' direct purchase of merchandise offered on our marketplace on installment basis. Through collaborating with more than 480 merchandise suppliers, we offer an expanding range of product categories ranging from consumer electronics products to watches and sports and outdoor products to capture approved borrowers' growing consumption demand and enhance their online shopping experience.

We aggregate our borrowers' behavioral data with data and credit analyses from various partners as inputs for our credit assessment model. As an innovator in the application of artificial intelligence to financial services, we utilize machine learning to accurately assess borrowers' credit profiles. We focus on data analyses that not only reflect borrowers' ability to repay but also their willingness to do so. These analyses are based on the prospective borrowers' social and shopping behavioral data, among others, in addition to the characteristic metrics such as locations and demographics. We have increased the number of variables analyzed by our credit assessment system from a few to several hundred for each transaction, and we assign each borrower a personalized credit limit based on his or her credit profile. As borrowers repay, they build credit histories with us. Based on the credit histories, our artificial intelligence-based credit assessment model enables us to continually re-evaluate borrowers' credit profiles and provide more personalized credit limits. We offer borrowers with stronger credit profiles higher credit limits and longer repayment durations, thereby driving higher engagement with them.

We offer small-sized cash credit products and merchandise credit products. In the six months ended June 30, 2017, our cash credit products had an average size of approximately RMB920 (US$136) and weighted average term of approximately two months, and our merchandise credit products had an average size of approximately RMB1,250 (US$184) and weighted average term of approximately eight months. Small credit products enjoy favorable risk characteristics compared to larger credit products. A borrower is more likely to repay a smaller amount timely to maintain the quality of his or her credit profile, which may impact future borrowing activities. Benefits to fraudulent borrowers are also limited given the small amount of money borrowed. The short-term nature of our credit products contributes to frequent repayments and repeat borrowing activities, which drive the volume and comprehensiveness of the data we collect and analyze. During the three months ended June 30, 2017, we processed an average of 9,521 credit drawdowns and 21,482 repayments per hour. Our machine learning-based approach enables us to continuously refine our credit assessment model based on insights from the high volume of transaction data that we collect.

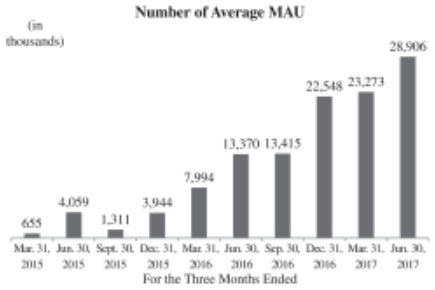
We have experienced robust credit performance. Our M1+ Delinquency Rate by Vintage for transactions in 2016 and the first quarter in 2017 has remained at a level of 0.5% or less up to June 30, 2017. M1+ Delinquency Rate by Vintage is defined as the total balance of outstanding principal of a vintage for which any installment payment is over 30 calendar days past due as of a particular date (adjusted to reflect total amount of recovered past due payments for principal and without taking into account charge-offs), divided by the total initial principal in such vintage.

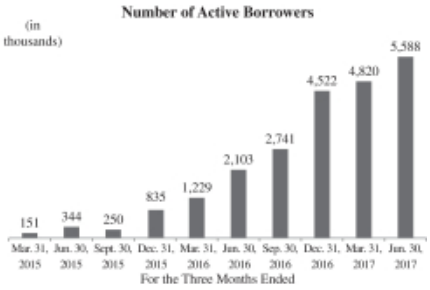
We have established a strategic partnership with Ant Financial, one of our principal shareholders, and have in-depth cooperation in multiple areas of our business. Alipay, operated by Ant Financial, is a leading online and mobile third-party payment service provider in China. We engage the majority of our active borrowers through the Alipay consumer interface, which has significantly contributed to our rapid growth. We also collaborate with Zhima Credit, a credit assessment service provider operated by Ant Financial. Zhima Credit provides us with credit analysis information of prospective borrowers, which enhances our credit analysis capabilities. We also provide Zhima Credit with our credit analysis of borrowers to reflect repayment and other credit attributes and work with Zhima Credit to further develop more robust credit analysis capabilities. In addition, we are in ongoing discussions with Ant Financial to explore other collaboration opportunities, including various approaches to engage and serve prospective borrowers.

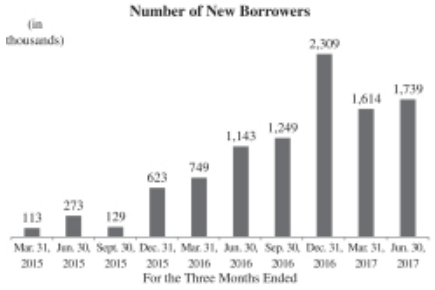
To provide a good user experience, we have technology and funding arrangements in place to enable instant drawdown of credit by consumers. We collaborate with a variety of institutional funding partners such as banks, a consumer finance company and other institutions, to secure sufficient amounts of funding for credit drawdowns. Institutional funding partners are interested in working with us because of the short duration of our credit products, our technology-driven credit assessment capabilities and the diversified credit portfolio with attractive risk-adjusted returns. Our strong technological capabilities enable us to seamlessly integrate our system with those of our institutional funding partners, rapidly facilitate transactions and repayment settlements at a

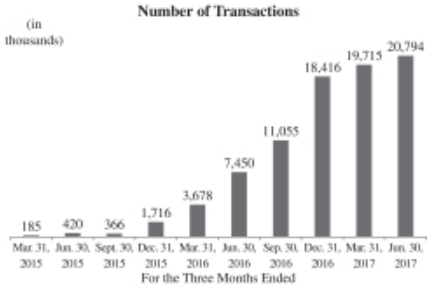
massive scale and forecast our funding needs on a real-time basis. We do not directly source funding from retail investors. Currently, we retain most of the credit risk with respect to the cooperation with institutional funding partners. We also utilize our own capital to fund the credit drawdowns to enhance user experience so that they can instantly receive funds after drawdown requests. Our longer-term objectives are to primarily leverage external institutional funding and to transfer credit risk to or share it with a diversified group of institutional funding partners.

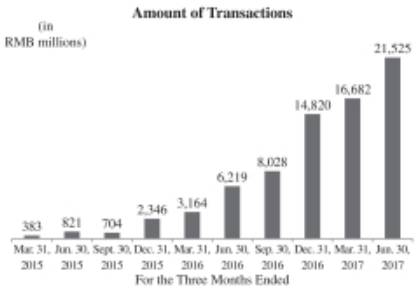
Since inception in 2014, our business has witnessed significant growth and increased borrower activities, as illustrated by the charts below:











As we accumulate more data and enhance the capability of our model, we strive to better engage, re-evaluate and serve prospective borrowers who had applied for credits in the past. As of June 30, 2017, only approximately 17.6 million out of our approximately 47.9 million registered users had been approved with credit.

We have achieved significant scale and experienced strong growth in our results of operations. Our total revenues increased from RMB24.1 million in the period from April 9 to December 31, 2014 to RMB235.0 million in 2015. Our total revenues further reached RMB1,442.8 million (US$212.8 million) in 2016, which was 514.0% higher than our total revenues in 2015. Our total revenues increased by 393.3% from RMB371.6 million in the six months ended June 30, 2016 to RMB1,833.1 million (US$270.4 million) in the same period in 2017. Our net losses were RMB40.8 million in the period from April 9 to December 31, 2014 and RMB233.2 million in 2015. In 2016, we recorded net income of RMB576.7 million (US$85.1 million). Our net income increased by 695.2% from RMB122.4 million in the six months ended June 30, 2016 to RMB973.7 million (US$143.6 million) in the same period in 2017.

Our Strengths

We believe the following strengths contribute to our success and reinforce our market leading position:

- our market leadership;
- small credit, big data;
- effective data-driven analytics and credit assessment model;
- Ant Financial partnership;
- collaboration with institutional funding partners;
- highly competitive operating efficiency; and
- visionary and experienced management team.

Our Strategies

We seek to continue to transform consumer finance experience in China by using technology to make credit accessible and personalized. We plan to pursue the following strategies to achieve our goal:

- invest in technology;
- increase the diversity and depth of funding sources;
- broaden user reach;
- expand and enhance our product offerings; and
- attract and retain exceptional employees.

Our Challenges

Our business and successful execution of our strategies are subject to certain challenges, risks and uncertainties, including:

- our limited operating history in a new and evolving market;
- our ability to increase the utilization of our credit products by existing borrowers as well as new borrowers;
- our ability to maintain and enhance our relationship and business collaboration with Ant Financial;
- the effectiveness of our proprietary credit assessment model and risk management system;

- our ability to maintain low delinquency rates for transactions facilitated by us;
- the ability to ensure sufficient funding from our institutional funding partners and the ability of our online small credit companies and trusts established in collaboration with trust companies to provide sufficient amount to fund credit drawdowns;
- the possibility that the financing service fees we charge borrowers may decline in the future; and
- our limited experience in managing our allowance for loan principal and financing service fee receivables.

In addition, we face risks and uncertainties related to our corporate structure and regulatory environment in China, including:

- uncertainties associated with the interpretation and application of laws and regulations governing the online consumer finance industry in the PRC;
- risks associated with our control over our consolidated variable interest entities, or VIEs, in China, which is based on contractual arrangements rather than equity ownership; and
- changes in the political and economic policies of the PRC government.

We also face other risks and uncertainties that may materially affect our business, financial conditions, results of operations and prospects. You should consider the risks discussed in “Risk Factors” and elsewhere in this prospectus before investing in our ADSs.

Our Corporate Structure

We were founded in April 2014 and operated our business through Beijing Happy Time Technology Development Co., Ltd., or Beijing Happy Time. We initially operated our business by facilitating merchandise credit and cash credit to college students on campuses across China. Such efforts have empowered us to gain significant insights into behavioral patterns of young consumers in China, as well as obtain a large amount of data that has empowered us to refine our credit assessment model and risk management system. Based on the data that we have aggregated and analyzed and the enhancement of our credit assessment model and risk management system, we subsequently shifted our focus to a broader base of young consumers in China starting from November 2015. As a result, we have terminated our initial business of facilitating credit to college students on campuses across China. In addition, our borrower engagement efforts have shifted from offline to online since November 2015. Since July 2016, all of our borrowers were engaged through online channels.

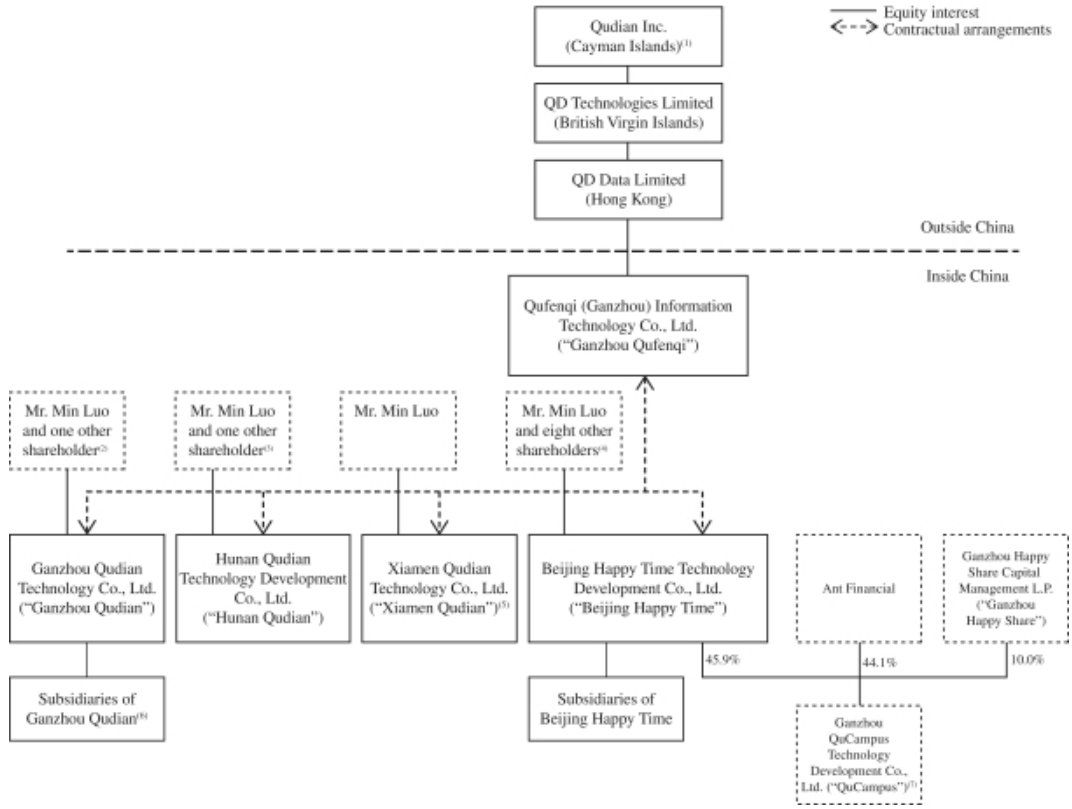
In September 2016, Qufenqi (Ganzhou) Information Technology Co., Ltd., or Ganzhou Qufenqi, was incorporated as a wholly foreign owned entity in China. In November 2016, we incorporated Qudian Inc. under the laws of the Cayman Islands as our offshore holding company, and subsequently, we established a wholly-owned subsidiary in the British Virgin Islands, QD Technologies Limited, in November 2016, and a wholly-owned subsidiary in Hong Kong, QD Data Limited, to be our intermediate holding company in December 2016, to facilitate our initial public offering in the United States. The entire equity interest of Ganzhou Qufenqi was transferred from its former holding company to QD Data Limited. As a result of the restructuring in 2016, we hold equity interest in Ganzhou Qufenqi through our current offshore structure. At the same time, Ganzhou Qufenqi entered into a series of contractual arrangements with Beijing Happy Time and its shareholders. In addition, pursuant to the resolutions of all shareholders of Qudian Inc. and the resolutions of the board of directors of Qudian Inc., the board of directors of Qudian Inc. or any officer authorized by such board shall cause Ganzhou Qufenqi to exercise Ganzhou Qufenqi’s rights under the power of attorney agreements entered into among Ganzhou Qufenqi, Beijing Happy Time and the nominee shareholders of Beijing Happy Time and

Ganzhou Qufenqi's rights under the exclusive call option agreement between Ganzhou Qufenqi and Beijing Happy Time. As a result of these resolutions and the provision of unlimited financial support from the Company to Beijing Happy Time, Qudian Inc. has been determined to be most closely associated with Beijing Happy Time within the group of related parties and was considered to be the primary beneficiary of Beijing Happy Time and its subsidiaries.

We currently conduct our business in China mainly through our consolidated VIE Beijing Happy Time and its subsidiaries. We fund credit directly to our borrowers through Fuzhou High-tech Zone Microcredit Co., Ltd., or Fuzhou Microcredit, and Ganzhou Happy Life Network Microcredit Co., Ltd., or Ganzhou Microcredit, both of which have obtained approval of the relevant competent local authorities to provide credit.

Ganzhou Qudian Technology Co., Ltd., or Ganzhou Qudian, Hunan Qudian Technology Development Co., Ltd., or Hunan Qudian, and Xiamen Qudian Technology Co., Ltd., or Xiamen Qudian, became our consolidated VIEs in 2017. We have entered into a series of contractual arrangements with each new consolidated VIE and its shareholders, which allows us to exercise effective control over each new consolidated VIE and realize substantially all of the economic risks and benefits arising from such new consolidated VIE. Such contractual arrangements are comprised of equity pledge agreements, power of attorney agreements, exclusive business cooperation agreements, exclusive call option agreements and financial support undertaking letters. The contractual arrangements for each consolidated VIE, including those as to the new consolidated VIEs, contain substantively identical provisions that afford us, through our wholly-owned subsidiary Qufenqi (Ganzhou) Information Technology Co., Ltd., the right to control all consolidated VIEs in the same manner and degree. We intend to utilize our new consolidated VIEs to continue to conduct our existing business of providing small cash and merchandise credit products and to also undertake new business opportunities, including leveraging our risk management model to help other financial services providers assess the credit profiles of their own customers according to their credit standards. We plan to transfer our credit business under the Laifenqi brand to Ganzhou Qudian and our credit business under the Qudian brand to Xiamen Qudian over the next five years. As of the date of this prospectus, Ganzhou Qudian and Xiamen Qudian have both commenced operations. We do not expect to transfer any existing business to Hunan Qudian, but we may conduct new businesses through such entity in the future. Such plans may be changed due to future developments, including the availability of government incentives in the cities where the new consolidated VIEs are located.

The following diagram illustrates our corporate structure as of the date of this prospectus. It omits certain entities that are immaterial to our results of operations, business and financial condition. Except as otherwise specified, equity interests depicted in this diagram are held as to 100%. The relationships between each of Ganzhou Qudian, Hunan Qudian, Xiamen Qudian and Beijing Happy Time and Ganzhou Qufenqi as illustrated in this diagram are governed by contractual arrangements and do not constitute equity ownership.



(1) The following table sets forth the shareholders of Qudian Inc. and their respective equity interests in Qudian Inc. as of the date of this prospectus. The total number of ordinary shares outstanding as of the date of this prospectus is 294,238,070, assuming conversion of all convertible redeemable preferred shares into ordinary shares and excluding 5,578,807 ordinary shares underlying unvested options that are issued but deemed to be not outstanding and held by Ark Trust (Hong Kong) Limited, or Ark Trust, in its capacity as trustee of the Qudian Inc. Equity Incentive Trust, or the Equity Incentive Trust, which is a trust established to hold awards granted pursuant to our equity incentive plans.

Shareholders	Shares	Percentage of Equity Interests
Qufenqi Holding Limited	63,491,172 ordinary shares	21.6
Phoenix Auspicious FinTech Investment L.P. and Wa Sung Investment Limited, collectively referred to as Phoenix Entities	58,072,514 Series C-5 preferred shares	19.7

Shareholders	Shares	Percentage of Equity Interests
Kunlun Group Limited	38,487,004 Series B-1 preferred shares and 19,469,603 Series C-2 preferred shares	19.7
Source Code Accelerate L.P.	4,779,796 Series A-2 preferred shares, 31,865,304 Series B-3 preferred shares and 10,823,841 Series C-4 preferred shares	16.1
API (Hong Kong) Investment Limited	37,720,709 Series C-1 preferred shares	12.8
Ever Bliss Fund, L.P. and Joyful Bliss Limited, collectively referred to as Zhu Entities	2,616,641 Series A-1 preferred shares, 5,233,281 Series B-2 preferred shares and 13,391,793 Series C-3 preferred shares	7.2
Ark Trust	8,286,412 ordinary shares (comprised of ordinary shares underlying vested options as of the date of this prospectus)	2.8

(2) Mr. Min Luo, our founder, chairman and chief executive officer, and Mr. Lianzhu Lv, our director and head of user experience department, respectively hold 99.0% and 1.0% of equity interests in Ganzhou Qudian.

(3) Mr. Min Luo and Mr. Hongjia He, our vice president, respectively hold 99.0% and 1.0% of equity interests in Hunan Qudian.

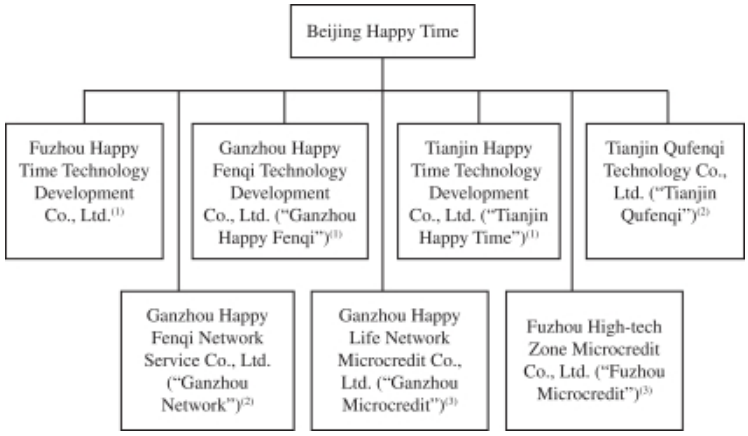
(4) The following table sets forth the shareholders of Beijing Happy Time, their respective equity interests in Beijing Happy Time and their respective relationships with shareholders of Qudian Inc. as of the date of this prospectus.

Shareholders	Relationship with shareholders of Qudian Inc.	Amount of Registered Capital RMB	Percentage of Equity Interests
Mr. Min Luo	Holds 100% equity interests in Qufenqi Holding Limited	5,025,579	21.0
Phoenix Auspicious Internet Investment L.P. and Shenzhen Huasheng Qianhai Investment Co., Ltd.	Affiliates of Phoenix Entities	4,596,670	19.2
Beijing Kunlun Tech Co., Ltd.	Affiliate of Kunlun Group Limited	4,587,496	19.2
Ningbo Yuanfeng Venture Capital L.P.	Affiliate of Source Code Accelerate L.P.	3,757,355	15.7
Shanghai Yunxin Venture Capital Co., Ltd.	Affiliate of API (Hong Kong) Investment Limited	2,985,744	12.5
Jiaxing Blue Run Quchuan Investment L.P. and Tianjin Blue Run Xinhe Investment Center L.P.	Affiliates of Zhu Entities	1,681,366	7.0
Tianjin Happy Share Asset Management L.P., referred to as Tianjin Happy Share(a)	Not applicable	1,251,742	5.2

(a) Tianjin Happy Share was established in connection with the share incentive plan of Beijing Happy Time. For more information, see "Management — Share Incentive Plans — 2015 Share Incentive Plan."

(5) We plan to transfer our credit business under the Qudian brand to Xiamen Qudian.
(6) We plan to transfer our credit business under the Laifenqi brand to a subsidiary of Ganzhou Qudian.
(7) QuCampus is owned approximately 45.9% by us, 44.1% by Ant Financial and 10.0% by Ganzhou Happy Share, a limited partnership established in connection with the share incentive plan to be established by QuCampus. Mr. Min Luo, our founder, chairman and chief executive officer, is the general partner of Ganzhou Happy Share. We do not consolidate the financial results of QuCampus in our consolidated financial statements.

The following diagram illustrates the subsidiaries of Beijing Happy Time. It omits certain entities that are immaterial to our business, financial condition and results of operations.



(1) Operate our websites and mobile apps under the Qudian brand and engage in all aspects of our businesses other than funding of credit drawdowns to borrowers, which is provided by our online small credit companies, including facilitating transactions, credit approval and servicing, risk management, marketing and borrower engagement, facilitating funding with institutional funding partners and managing merchandise suppliers.
(2) Operate our websites and mobile apps under the Laifenqi brand and engage in all aspects of our businesses other than funding of credit drawdowns to borrowers, which is provided by our online small credit companies, including facilitating transactions, credit approval and servicing, risk management, marketing and borrower engagement, facilitating funding with institutional funding partners and managing merchandise suppliers.
(3) Online small credit companies, each of which has obtained the approval to operate online small credit businesses.

The following diagram illustrates the subsidiaries of Ganzhou Qudian.

(1) We expect to utilize such subsidiaries to explore new business opportunities.
(2) We plan to transfer our credit business under the Laifenqi brand to such subsidiaries.

Our Corporate Information

Our principal executive offices are located at 15/F Lvge Industrial Building, 1 Datun, Chaoyang District, Beijing 100012, People's Republic of China. Our telephone number at this address is +86-10-59485220. Our

registered office in the Cayman Islands is located at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands. Our telephone number at this address is +1 (345) 949 1040. Investors should submit any inquiries to the address and telephone number of our principal executive offices set forth above.

Our main website is *www.qudian.com*, and the information contained on this website is not a part of this prospectus. Our agent for service of process in the United States is Law Debenture Corporate Services Inc., located at 400 Madison Avenue, 4th Floor, New York, NY 10017.

Implications of Being an Emerging Growth Company

As a company with less than US$1,070,000,000 in revenue for the last fiscal year, we qualify as an "emerging growth company" pursuant to the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404, in the assessment of the emerging growth company's internal control over financial reporting. The JOBS Act also provides that an emerging growth company does not need to comply with any new or revised financial accounting standards until such date that a private company is otherwise required to comply with such new or revised accounting standards. However, we have elected to "opt out" of this provision and, as a result, we will comply with new or revised accounting standards as required when they are adopted for public companies. This decision to opt out of the extended transition period under the JOBS Act is irrevocable.

We will remain an emerging growth company until the earliest of (a) the last day of our fiscal year during which we have total annual gross revenues of at least US$1,070,000,000; (b) the last day of our fiscal year following the fifth anniversary of the completion of this offering; (c) the date on which we have, during the previous three year period, issued more than US$1.0 billion in non-convertible debt; or (d) the date on which we are deemed to be a "large accelerated filer" under the Securities Exchange Act of 1934, as amended, or the Exchange Act, which would occur if the market value of our ADSs that are held by non-affiliates exceeds US$700 million as of the last business day of our most recently completed second fiscal quarter. Once we cease to be an emerging growth company, we will not be entitled to the exemptions provided in the JOBS Act discussed above.

Conventions That Apply to This Prospectus

Except where the context otherwise requires, references in this prospectus to:

- "active borrowers" are to borrowers who have drawn down credit in the specified period;
- "ADSs" are to our American depositary shares, each of which represents Class A ordinary shares, and "ADRs" are to the American depositary receipts that evidence our ADSs;
- "Allowance ratio" are to the amount of allowance for loan principal and financing service fee receivables incurred as of a date as a percentage of the total amount of loan principal and financing service fee receivables as of such date;
- "amount of transactions" are to the aggregate principal amount of credit drawdowns that are provided to borrowers in the specified period, which are comprised of (i) credit drawdowns that are funded by us, including those that are subsequently transferred to our institutional partners, and (ii) credit drawdowns that are funded directly by our institutional partners, which are off-balance sheet;

- "Ant Financial" are to Ant Small and Micro Financial Services Group Co., Ltd., a company organized under the laws of the PRC, and its affiliates; API (Hong Kong) Investment Limited, which is wholly owned by Ant Financial, is one of our principal shareholders;
- "average MAU" are to the average number of monthly active users during a specified period; monthly active users comprise (i) users who use our Laifenqi mobile app or the Alipay consumer interface to access our Laifenqi interface at least once during a specified month and (ii) users who use our Qudian mobile app or the Alipay consumer interface to access our Qudian interface at least once during a specified month; an individual who uses both our mobile app and the Alipay consumer interface to access only one of our Laifenqi or Qudian interfaces during a specified month is counted as one monthly active user; an individual who accesses both of our Laifenqi and Qudian interfaces during a specified month is counted as two monthly active users; a monthly active user may not have borrowed on our platform;
- "China" and the "PRC" are to the People's Republic of China, excluding, for the purposes of this prospectus only, Taiwan, the Hong Kong Special Administrative Region and the Macao Special Administrative Region;
- "CQGR" are to compound quarterly growth rate;
- "M1+ Delinquency Coverage Ratio" are to the balance of allowance for principal and financing service fee receivables at the end of a period, divided by the total balance of outstanding principal for on-balance sheet transactions for which any installment payment was more than 30 calendar days past due as of the end of such period;
- "M1+ Delinquency Rate by Vintage" are to the total balance of outstanding principal of a vintage for which any installment payment is over 30 calendar days past due as of a particular date (adjusted to reflect total amount of recovered past due payments for principal and without taking into account charge-offs), divided by the total initial principal in such vintage;
- "new borrowers" are to borrowers who drew down credit for the first time using credit products offered by us; new borrowers who have made at least two drawdowns in the relevant period are also counted as repeat borrowers;
- "number of transactions" are to the number of credit drawdowns facilitated by us to borrowers, which are comprised of (i) credit drawdowns that are funded by us, including those that are subsequently transferred to our institutional partners, and (ii) credit drawdowns that are funded directly by our institutional partners, which are off-balance sheet;
- "off-balance sheet transactions" are to credit drawdowns that are not recorded on our balance sheets;
- "on-balance sheet transactions" are to credit drawdowns that are recorded on our balance sheets;
- "outstanding principal" are to the aggregate principal amount of credit drawdowns that have not been repaid as of the specified date, which are comprised of (i) credit drawdowns that are funded by us, including those that are subsequently transferred to our institutional partners, and (ii) credit drawdowns that are funded directly by our institutional partners, which are off-balance sheet;
- "principal turnover ratio" are to the amount of on-balance sheet transactions facilitated during a period divided by outstanding principal of on-balance sheet transactions at the period end;
- "Provision Ratio" are to the amount of provision for principal and financing service fee receivables incurred during a period as a percentage of the total amount of on-balance sheet transactions facilitated during such period;
- "P2P platforms" are to financial information intermediaries that are engaged in lending information business and directly provide peers, which can be natural persons, legal persons or other organizations, with lending information services;

- "registered users" are to individuals who have registered with us;
- "repeat borrowers" are to active borrowers in the specified period who have made at least two drawdowns since such borrowers' registration with us until the end of the specified period;
- "RMB" or "Renminbi" are to the legal currency of China;
- "small credit products" are to cash or merchandise credit products that are less than RMB5,000 in amount;
- "transactions" are to borrowers' credit drawdowns from our platform;
- "US$," "U.S. dollars," or "dollars" are to the legal currency of the United States;
- "vintage" are to transactions we facilitated during a specified time period; and
- "we," "us," "our company" and "our" are to Qudian Inc., its consolidated VIEs and/or their respective subsidiaries, as the context requires.

Unless specifically indicated otherwise or unless the context otherwise requires, all references to our ordinary shares include ordinary shares underlying vested options that are held by Ark Trust and exclude (i) ordinary shares underlying unvested options that are issued but deemed to be not outstanding and held by Ark Trust, (ii) ordinary shares issuable upon the exercise of outstanding options with respect to our ordinary shares under our share incentive plan and (iii) assumes that the underwriters will not exercise their over-allotment option to purchase additional ADSs.

The translations from Renminbi to U.S. dollars and from U.S. dollars to Renminbi in this prospectus were made at a rate of RMB6.7793 to US$1.00, the exchange rates set forth in the H.10 statistical release of the Federal Reserve Board on June 30, 2017. We make no representation that the Renminbi or U.S. dollar amounts referred to in this prospectus could have been or could be converted into U.S. dollars or Renminbi, as the case may be, at any particular rate or at all. On September 8, 2017, the noon buying rate for Renminbi was RMB6.4773 to US$1.00.

THE OFFERING

Price per ADS	We estimate that the initial public offering price will be between US$ and US$ per ADS.
ADSs Offered by Us	ADSs
ADSs Outstanding Immediately After This Offering	ADSs (or ADSs if the underwriters exercise in full the over-allotment option).
Ordinary Shares Outstanding Immediately After This Offering	Class A ordinary shares and 63,491,172 Class B ordinary shares (or Class A ordinary shares and 63,491,172 Class B ordinary shares if the underwriters exercise in full the over-allotment option), excluding ordinary shares issuable upon the exercise of options outstanding under our share incentive plan as of the date of this prospectus.
The ADSs	Each ADS represents Class A ordinary shares. The depositary will be the holder of the Class A ordinary shares underlying the ADSs and you will have the rights of an ADR holder as provided in the deposit agreement among us, the depositary and holders and beneficial owners of ADSs from time to time. You may surrender your ADSs to the depositary to withdraw the Class A ordinary shares underlying your ADSs. The depositary will charge you a fee for such an exchange. We may amend or terminate the deposit agreement for any reason without your consent. Any amendment that imposes or increases fees or charges or which materially prejudices any substantial existing right you have as an ADS holder will not become effective as to outstanding ADSs until 30 days after notice of the amendment is given to ADS holders. If an amendment becomes effective, you will be bound by the deposit agreement as amended if you continue to hold your ADSs. To better understand the terms of the ADSs, you should carefully read the section in this prospectus entitled “Description of American Depositary Shares.” We also encourage you to read the deposit agreement, which is an exhibit to the registration statement that includes this prospectus.
Ordinary Shares	Our ordinary shares will be divided into Class A ordinary shares and Class B ordinary shares upon the completion of this offering. In respect of all matters subject to a shareholders’ vote, each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to ten votes, voting together as one class. Each Class B

	ordinary share is convertible into one Class A ordinary share at any time by the holder thereof. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Upon any transfer of Class B ordinary shares by a holder to any person or entity which is not an affiliate of such holder, such Class B ordinary shares shall be automatically and immediately converted into the equivalent number of Class A ordinary shares. See "Description of Share Capital" for more information.
Over-Allotment Option	We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an aggregate of additional ADSs at the initial public offering price, less underwriting discounts and commissions, solely for the purpose of covering over-allotments.
Use of Proceeds	We estimate that we will receive net proceeds of approximately US$ million from this offering, assuming an initial public offering price of US$ per ADS, the mid-point of the estimated range of the initial public offering price, after deducting estimated underwriter discounts, commissions and estimated offering expenses payable by us. We anticipate using the net proceeds of this offering for: • marketing and borrower engagement activities; • strategic acquisitions; and • general corporate purposes. See "Use of Proceeds" for more information.
Lock-up	We, our directors, executive officers, existing shareholders and certain of our option holders have agreed with the underwriters not to sell, transfer or dispose of any ADSs, ordinary shares or similar securities for a period of 180 days after the date of this prospectus, subject to certain exceptions. See "Shares Eligible for Future Sale" for more information.
Risk Factors	See "Risk Factors" and other information included in this prospectus for a discussion of the risks relating to investing in our ADSs. You should carefully consider these risks before deciding to invest in our ADSs.
Directed ADS Program	At our request, the underwriters have reserved up to 10% of the ADSs being offered by this prospectus for sale at the initial public offering price to our directors, officers, employees and other individuals associated with us and members of their families. The sales will be made by UBS Financial Services Inc., a selected dealer affiliated with UBS Securities LLC, an underwriter of this offering, through a directed share program. We do not know if these persons will choose to purchase all or any portion of these reserved ADSs, but any purchases they do make will reduce the number of ADSs available to

	the general public. Any reserved ADSs not so purchased will be offered by the underwriters to the general public on the same terms as the other ADSs. Any ADSs sold in the directed share program to our directors, executive officers shall be subject to the lock-up agreements described elsewhere in this prospectus.
Listing	We have applied to list our ADSs on the NYSE. Our ordinary shares will not be listed on any exchange or quoted for trading on any over-the-counter trading system.
Proposed NYSE Trading Symbol	QD
Payment and settlement	The underwriters expect to deliver the ADSs against payment on , 2017, through the facilities of the Depositary Trust Company, or DTC.
Depositary	Deutsche Bank Trust Company Americas.

The total number of ordinary shares outstanding after completion of this offering will be Class A ordinary shares and 63,491,172 Class B ordinary shares, which is based upon (i) the designation of all ordinary shares beneficially owned by Mr. Min Luo, our founder, chairman of the board and chief executive officer, into 63,491,172 Class B ordinary shares on a one-for-one-basis upon the completion of this offering; (ii) the designation of all of the remaining outstanding ordinary shares and the automatic conversion of all our outstanding convertible redeemable preferred shares into 230,746,898 Class A ordinary shares on a one-for-one-basis upon the completion of this offering; and (iii) Class A ordinary shares issued in connection with this offering (assuming the underwriters do not exercise their option to purchase additional ADSs), but excludes:

- 5,578,807 ordinary shares underlying unvested options that are issued but deemed to be not outstanding as of the date of this prospectus held by Ark Trust in its capacity as trustee of the Equity Incentive Trust;
- 1,504,854 ordinary shares issuable upon the exercise of outstanding share options under our share incentive plan; and
- 443,946 ordinary shares reserved for future issuance under our share incentive plan.

SUMMARY CONSOLIDATED FINANCIAL AND OPERATING DATA

The following summary consolidated statements of operations in the period from April 9 to December 31, 2014 and the years ended December 31, 2015 and 2016, and summary consolidated balance sheets as of December 31, 2015 and 2016 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our audited consolidated financial statements are prepared and presented in accordance with U.S. GAAP. The following summary consolidated statements of operations in the six months ended June 30, 2016 and 2017 and the summary consolidated balance sheet as of June 30, 2017 have been derived from our unaudited condensed consolidated financial statements included elsewhere in this prospectus and have been prepared on the same basis as our audited consolidated financial statements.

Our historical results are not necessarily indicative of results to be expected for any future period. The following summary consolidated financial data for the periods and as of the dates indicated are qualified by reference to, and should be read in conjunction with, our consolidated financial statements and related notes and the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations," both of which are included elsewhere in this prospectus.

	Period from April 9, 2014 (inception) through December 31,	Year Ended December 31,			Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
	(in thousands, except for share and per share data)						
						(unaudited)	
Summary Consolidated Statements of Operations:							
Revenues:							
Financing income	21,094	153,554	1,271,456	187,550	323,964	1,527,426	225,307
Sales commission fees	2,926	62,182	126,693	18,688	27,710	251,169	37,049
Penalty fees	114	19,271	22,943	3,384	19,931	2,836	418
Loan facilitation income and others	—	—	21,754	3,209	—	51,705	7,627
Total revenues	**24,133**	**235,007**	**1,442,846**	**212,831**	**371,605**	**1,833,135**	**270,402**
Operating cost and expenses(1):							
Cost of revenue	(9,014)	(148,417)	(267,862)	(39,512)	(87,751)	(316,565)	(46,696)
Sales and marketing	(46,368)	(192,603)	(182,458)	(26,914)	(75,746)	(149,505)	(22,053)
General and administrative	(3,503)	(42,426)	(108,786)	(16,047)	(11,266)	(68,267)	(10,070)
Research and development	(4,360)	(37,530)	(52,275)	(7,711)	(13,096)	(63,489)	(9,365)
Loss of guarantee liability	—	—	(861)	(127)	—	(7,526)	(1,110)
Provision for loan principal, financing service fee receivables and other receivables	(1,667)	(45,111)	(132,177)	(19,497)	(34,692)	(99,028)	(14,607)
Total operating cost and expenses	**(64,911)**	**(466,086)**	**(744,418)**	**(109,808)**	**(222,550)**	**(704,381)**	**(103,902)**
Other operating income	**—**	**—**	**14,646**	**2,160**	**2,531**	**37,523**	**5,535**

	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31,			Six Months Ended June 30,		
		2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
	(in thousands, except for share and per share data)					(unaudited)	
(Loss)/income from operations	**(40,778)**	**(231,078)**	**713,074**	**105,184**	**151,586**	**1,166,277**	**172,035**
Interest and investment income, net	8	2,889	1,857	274	4,685	(2,070)	(305)
Foreign exchange gain/(loss), net	—	752	(9,651)	(1,424)	(9,651)	—	—
Other income	0	779	47	7	9	309	46
Other expenses	(5)	(6,505)	(1,834)	(271)	(281)	(1)	(0)
Net (loss)/income before income taxes	**(40,775)**	**(233,164)**	**703,493**	**103,771**	**146,348**	**1,164,516**	**171,775**
Income tax expenses	—	—	(126,840)	(18,710)	(23,913)	(190,854)	(28,152)
Net (loss)/income	**(40,775)**	**(233,164)**	**576,653**	**85,061**	**122,435**	**973,662**	**143,623**
Net (loss)/income per share — basic	(0.51)	(2.94)	7.27	1.07	1.54	12.67	1.87
Net (loss)/income per share — diluted	(0.51)	(2.94)	1.90	0.28	0.41	3.23	0.48
Weighted average number of shares outstanding — basic	79,305,191	79,305,191	79,305,191	79,305,191	79,305,191	76,872,235	76,872,235
Weighted average number of shares outstanding — diluted	79,305,191	79,305,191	303,778,745	303,778,745	301,765,677	301,050,872	301,050,872
Pro forma basic income per share attributable to Class A and Class B ordinary shareholders (unaudited)			1.96	0.29		3.25	0.48
Pro forma diluted income per share attributable to Class A and Class B ordinary shareholders (unaudited)			1.95	0.29		3.23	0.48
Class A and Class B ordinary shares used in pro forma basic income per share computation (unaudited)			294,238,070	294,238,070		299,332,721	299,332,721
Class A and Class B ordinary shares used in pro forma diluted income per share computation (unaudited)			296,251,138	296,251,138		301,050,872	301,050,872
Total comprehensive (loss)/income	**(40,775)**	**(233,164)**	**576,653**	**85,061**	**122,435**	**973,662**	**143,623**

(1) Share-based compensation expenses are allocated in operating cost and expenses as follows:

	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31,			Six Months Ended June 30,		
		2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
			(in thousands)			(unaudited)	
Sales and marketing	952	23,691	690	102	—	1,581	233
General and administrative	742	11,425	18,986	2,801	—	24,184	3,567
Research and development	1,024	20,492	2,457	362	—	6,412	946
Total share-based compensation expenses	2,717	55,607	22,134	3,265	—	32,177	4,746

	As of December 31,			As of June 30, 2017	
	2015	2016			
	RMB	RMB	US$	RMB	US$
			(in thousands)	(unaudited)	
Summary Consolidated Balance Sheets:					
Cash and cash equivalents	210,114	785,770	115,907	645,034	95,148
Short-term amounts due from related parties(1)	34,930	585,906	86,426	478,402	70,568
Short-term loan principal and financing service fee receivables	2,060,768	4,826,791	711,990	9,434,431	1,391,653
Long-term loan principal and financing service fee receivables	177,582	87,822	12,954	15,566	2,296
Total assets	2,675,596	7,117,599	1,049,902	11,371,640	1,677,406
Short-term borrowings and interest payables	1,562,883	4,183,231	617,059	6,466,502	953,860
Long-term borrowings and interest payables	89,358	76,052	11,218	11,823	1,744
Total liabilities	3,306,965	4,604,010	679,128	7,852,211	1,158,263
Total mezzanine equity	5,943,978	5,943,978	876,783	5,943,978	876,783
Total shareholders' deficit	(6,575,347)	(3,430,389)	(506,009)	(2,424,549)	(357,640)

(1) Includes RMB33.8 million, RMB404.6 million (US$59.7 million) and RMB473.2 million (US$69.8 million) deposited in our Alipay accounts as of December 31, 2015 and 2016 and June 30, 2017, respectively. Such amount is unrestricted as to withdrawal and use and readily available to us on demand.

Non-GAAP Measure

Adjusted Net (Loss)/Income

We use adjusted net (loss)/income, a non-GAAP financial measure, in evaluating our operating results and for financial and operational decision-making purposes. We believe that adjusted net (loss)/income help identify underlying trends in our business by excluding the impact of share-based compensation expenses, which are non-cash charges. We believe that adjusted net (loss)/income provide useful information about our operating results, enhance the overall understanding of our past performance and future prospects and allow for greater visibility with respect to key metrics used by our management in its financial and operational decision-making.

	Period from April 9, 2014 (inception) through December 31,	Year Ended December 31,			Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
			(in thousands)				
Adjusted net (loss)/income(1)	(38,058)	(177,557)	598,786	88,326	122,435	1,005,840	148,369

(1) Adjusted net (loss)/income is defined as net (loss)/income excluding share-based compensation expenses.

Adjusted net (loss)/income is not defined under U.S. GAAP and are not presented in accordance with U.S. GAAP. This non-GAAP financial measure has limitations as analytical tools, and when assessing our operating performance, cash flows or our liquidity, investors should not consider them in isolation, or as a substitute for net (loss)/income, cash flows provided by operating activities or other consolidated statements of operation and cash flow data prepared in accordance with U.S. GAAP.

We mitigate these limitations by reconciling the non-GAAP financial measure to the most comparable U.S. GAAP performance measure, all of which should be considered when evaluating our performance.

The following table reconciles our adjusted net (loss)/income in the years presented to the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP, which is net (loss)/income:

	Period from April 9, 2014 (inception) through December 31,	Year Ended December 31,			Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
			(in thousands)				
Net (loss)/income	(40,775)	(233,164)	576,653	85,061	122,435	973,662	143,623
Add: share-based compensation expenses	2,717	55,607	22,134	3,265	—	32,177	4,746
Adjusted net (loss)/income	(38,058)	(177,557)	598,786	88,326	122,435	1,005,840	148,369

Our Key Metrics

We regularly review a number of metrics to evaluate our business, measure our performance, identify trends, formulate financial projections and make strategic decisions.

	Year Ended December 31,			Six Months Ended June 30,	
	2014	2015	2016	2016	2017
			(in thousands)		
Number of average MAU	214	2,492	14,332	10,682	26,089
Number of active borrowers	166	1,230	6,115	2,488	7,023
Number of new borrowers	166	1,138	5,451	1,893	3,354
Number of transactions	199	2,687	40,599	11,128	40,509

	Year Ended December 31,				Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
				(in thousands)			
Amount of transactions	578,241	4,253,846	32,230,638	4,754,272	9,382,735	38,206,484	5,635,757
On-balance sheet transactions	578,241	4,253,846	30,221,678	4,457,935	9,382,735	35,391,699	5,220,554
Off-balance sheet transactions	—	—	2,008,961	296,337	—	2,814,785	415,203

	As of December 31,				As of June 30, 2017	
	2014	2015	2016			
	RMB	RMB	RMB	US$	RMB	US$
			(in thousands)			
Outstanding principal	513,283	2,262,602	6,331,739	933,981	10,670,804	1,574,027
On-balance sheet transactions	513,283	2,262,602	4,971,119	733,279	9,457,246	1,395,018
Off-balance sheet transactions	—	—	1,360,620	200,702	1,213,558	179,009

	As of December 31,				As of June 30, 2017	
	2014	2015	2016			
	RMB	RMB	RMB	US$	RMB	US$
			(in thousands)			
Amount of approved credit	4,865,435	11,000,469	43,335,881	6,392,383	68,988,739	10,176,381
Amount (outstanding) available for drawdown	4,352,152	8,725,845	36,946,167	5,449,850	58,194,789	8,584,189

RISK FACTORS

You should consider carefully all of the information in this prospectus, including the risks and uncertainties described below and our consolidated financial statements and related notes, before making an investment in our ADSs. Any of the following risks and uncertainties could have a material adverse effect on our business, financial condition, results of operations and prospects. The market price of our ADSs could decline significantly as a result of any of these risks and uncertainties, and you may lose all or part of your investment.

Risks Relating to Our Business and Industry

We have a limited operating history in a new and evolving market, which makes it difficult to evaluate our future prospects.

The online consumer finance market in the PRC is new and may not develop as expected. The regulatory framework for this market is also evolving and may remain uncertain for the foreseeable future. See "— The laws and regulations governing the online consumer finance industry in the PRC are still at a nascent stage and subject to further change and interpretation. If our business practices or the business practices of our institutional funding partners are deemed to violate any PRC laws or regulations, our business, financial condition, results of operations and prospects would be materially and adversely affected." Prospective borrowers may not be familiar with this market and may have difficulty distinguishing our credit products from those of our competitors, both online and offline. Convincing prospective borrowers of the value of our credit products is critical to increasing the amount of transactions to borrowers and to the success of our business.

We launched our business in 2014 and have a limited operating history. We have limited experience in most aspects of our business operation, such as credit product offerings, data-driven credit assessment and the development of long-term relationships with borrowers, institutional funding partners and merchandise suppliers. In addition, we have limited experience in serving our current target borrower base. In November 2015, we shifted our focus from college students to young consumers in general, a more diverse customer base for whom traditional credit data is often unavailable. We also have limited experience in online borrower engagement, as we only started to engage prospective borrowers through the Alipay consumer interface in November 2015. We currently offer two principal types of online credit products in China, which are cash credit products and merchandise credit products. We evaluate and approve prospective borrowers' credit applications submitted online, and we rely on institutional funding partners, our online small credit companies and trusts established in collaboration with trust companies to fund such credit drawdowns. As our business develops or in response to competition, we may continue to introduce new credit products, make adjustments to our existing credit products and our proprietary credit assessment model, or make adjustments to our business operation in general. For example, we may implement more stringent borrower qualifications to reduce the delinquency rates of transactions facilitated by us, which may negatively affect the growth of our business. We will also seek to expand the base of prospective borrowers that we serve, which may result in higher delinquency rates of transactions facilitated by us. In addition, we rely on our institutional funding partners to fund the credit that we facilitate. Our ability to continuously attract low-cost funding sources is also critical to our business. Any significant change to our business model not achieving expected results may have a material and adverse impact on our financial condition and results of operations. It is therefore difficult to effectively assess our future prospects.

You should consider our business and prospects in light of the risks and challenges we encounter or may encounter given the rapidly-evolving market in which we operate and our limited operating history. These risks and challenges include our ability to, among other things:

- offer personalized and competitive credit products;
- increase the utilization of our credit products by existing borrowers as well as new borrowers;
- maintain and enhance our relationship and business collaboration with Ant Financial;

- offer attractive financing service fees while driving the growth and profitability of our business;
- maintain low delinquency rates of transactions facilitated by us;
- develop sufficient, diversified, cost-efficient and reputable institutional funding sources;
- maintain and enhance our relationships with our other business partners, including merchandise suppliers and data providers;
- broaden our prospective borrower base to include those outside of the Alipay consumer interface;
- navigate a complex and evolving regulatory environment;
- improve our operational efficiency;
- attract, retain and motivate talented employees to support our business growth;
- enhance our technology infrastructure to support the growth of our business and maintain the security of our system and the confidentiality of the information provided and utilized across our system;
- navigate economic condition and fluctuation; and
- defend ourselves against legal and regulatory actions, such as actions involving intellectual property or privacy claims.

If we are unable to maintain or increase the amount of transactions or if we are unable to retain existing borrowers or attract new borrowers, our business and results of operations will be adversely affected.

The amount of transactions that we have facilitated to borrowers has grown rapidly since inception. To maintain and increase the amount of transactions facilitated to borrowers, we must continue to increase the amount of transactions facilitated to existing borrowers and attract additional prospective borrowers, which may be affected by several factors, including our brand recognition and reputation, the financing service fees charged, installment plans offered, our efficiency in engaging prospective borrowers, our ability to convert registered users to borrowers, utilization of the credit we approve, the effectiveness of our credit assessment model and risk management system, our ability to secure sufficient and cost-efficient funding, borrower experience, the PRC regulatory environment governing our industry and the macroeconomic environment. In connection with the introduction of new products or in response to general economic conditions, we may also impose more stringent borrower qualifications to ensure the quality of the transactions we facilitate, which may negatively affect the growth of transactions facilitated to borrowers. Furthermore, we engage the majority of our active borrowers through different channels on the Alipay consumer interface. If such borrower engagement channels become less effective, if we are unable to continue to use such channels, or if the cost of borrower engagement from such channels become less efficient, and we are unable to attract borrowers through new channels, we may not be able to engage new borrowers in a cost-efficient manner or convert prospective borrowers into active borrowers, and may even lose existing borrowers to our competitors. If we are unable to attract quality borrowers or if borrowers do not continue to utilize our credit products, we might be unable to increase the amount of transactions facilitated to borrowers and our total revenues as expected, and our business and results of operations may be adversely affected.

Ant Financial provides services to us as to various aspects of our operations and if such services provided by Ant Financial are limited, restricted, curtailed or less effective or more expensive in any way or become unavailable to us or the borrowers for any reason, our business may be materially and adversely affected.

We have established a strategic partnership with Ant Financial, one of our principal shareholders, and have in-depth cooperation in multiple areas of our business. See “Business — Our Partnership with Ant Financial.” This strategic partnership has contributed to the significant growth of our total revenues and improvement of our profitability in the past and we believe that it will continue to contribute to the growth of our total revenues. However, although we have entered into a series of agreements relating to our ongoing business cooperation and

service arrangements with Ant Financial, we cannot assure you that we will continue to receive the same level of services from Ant Financial on the same or more favorable terms and conditions, or renew such agreements at all, upon expiration of their respective agreement terms. Furthermore, certain of these agreements provide either party the right to terminate with 30 days' prior notice. If our agreements with Ant Financial were terminated prior to expiration, our business, results of operations and financial condition will be materially and adversely affected.

We engage the majority of our active borrowers through different channels on the Alipay consumer interface. If such channels were to change or become ineffective, costly or unavailable, our business, future prospects and results of operations may be materially and adversely affected. For example, we promote our products and launch campaigns through the public service window on the Alipay consumer interface, a borrower engagement channel which is free of charge and generally available to third parties. We have been able to engage the majority of our active borrowers, particularly repeat borrowers, through such channel since 2016. If such channel becomes unavailable in the future, or if we engage more borrowers through channels that charge us fees, our borrower engagement fees could increase significantly. In addition, we historically engaged a substantial portion of our users through Alipay's dedicated channel for online consumer credit products. Such arrangement was terminated in February 2017. Although we subsequently entered into agreements to engage users through Alipay's other channels, such change to borrower engagement channels, along with reduced borrowing activities during the Chinese New Year holiday, may have contributed to a decrease in the number of new borrowers in the first quarter of 2017 as compared to the fourth quarter of 2016. Furthermore, the fee rates for borrower engagement may change over time. For example, we engage Alipay users through Alipay's dedicated channel for online third-party service providers. Pursuant to the amended and restatement agreement for such arrangement, which we entered into in August 2017, we pay a fee consistent with fees that Alipay would charge other similar third-party service providers on this channel as determined by Alipay from time to time. If it becomes more costly for us to engage borrowers through this channel, our future prospects and results of operations may be materially and adversely affected. Our collaboration with Ant Financial may also affect the terms of transactions that we facilitate through Alipay's consumer interface, including the financing service fees we charge.

In March 2017, we entered into an agreement with a subsidiary of Ant Financial which operates the Jiebei consumer credit business and began to engage borrowers through the Jiebei platform. For more information, see "Business — Our Partnership with Ant Financial — Borrower Engagement." Pursuant to the relevant agreement, we pay certain fees to Ant Financial based on a percentage of financing service fees we receive from borrowers. We may enter into other similar arrangements with Ant Financial in the future. While we believe such arrangements enable us to further expand our borrower base, they may have a negative impact on our margin.

In addition, we cannot assure you that Zhima Credit will continue to provide us, even with the authorization of the relevant users, credit analysis information of prospective borrowers, including Zhima Credit Scores (which serves as one of the many inputs for our credit assessment model) on terms that are acceptable to us, or at all. The denial of access to such credit analysis may materially and adversely impact our ability to assess the creditworthiness of prospective borrowers in the future. Any deterioration in our risk assessment capabilities may adversely affect the quality of transactions that we facilitate and we may experience higher delinquency rates. Moreover, certain analyses and results that were the products of our collaboration with Zhima Credit are maintained by Zhima Credit. Any significant disruption in the systems of Zhima Credit in which such analyses and results are maintained could impede our risk assessment capabilities, which may materially and adversely affect our business operations.

If any of the foregoing occurs, our ability to engage a large number of quality borrowers may be significantly weakened, which will materially and adversely affect both our credit performance and operational efficiency. In addition, we engage in other collaborations with Ant Financial, such as the joint venture QuCampus formed with Ant Financial, and are in ongoing discussions with Ant Financial to explore other collaboration opportunities. If there are any adverse developments as to our existing and future collaborations with Ant Financial, including those as to QuCampus, our ability to engage borrowers through different channels

on the Alipay consumer interface will be harmed and our ability to receive credit analysis information from Zhima Credit may also be adversely impacted. For example, Alipay has the contractual right to adjust or terminate our access to Alipay's dedicated channel for online third-party service providers at any time based on Alipay's campus life business strategy and QuCampus meeting the relevant performance targets as set forth by Alipay. In addition, Alipay may not renew the relevant agreement upon the expiration of its one-year term in August 2018. If our access to such channel is restricted or terminated, our ability to engage new borrowers could be materially and adversely affected.

We also benefit from Alipay's strong brand recognition and wide adoption in China. If Alipay loses its market position, the effectiveness of our cooperation with Ant Financial may be materially and adversely affected. In addition, any negative publicity associated with Ant Financial and its affiliates and services provided by Ant Financial and its affiliates, including Alipay and Zhima Credit, or any negative development in respect of their market position or compliance with legal or regulatory requirements in China, may have an adverse impact on the effectiveness of our cooperation with Ant Financial as well as our business, results of operations, brands, reputation and prospects.

We may compete with the consumer credit business of Ant Financial.

Ant Financial operates consumer credit businesses, such as Ant Credit Pay, or Huabei, and Ant Cash Now, or Jiebei. Similar to a credit card, Huabei allows its users to purchase goods and services on credit and charges them no interest if full repayments are made before the first due dates. Jiebei offers cash credit products of various amounts, including those that are significantly larger than amounts offered under our credit products. As such, Ant Financial's consumer credit businesses may target similar potential borrowers as ours and compete with us directly. There has not been any material impact of such competition on our strategic partnership with Ant Financial, and we are in ongoing discussions with Ant Financial to explore other collaboration opportunities. In March 2017, we entered into an agreement with a subsidiary of Ant Financial which operates the Jiebei consumer credit business and began to engage borrowers through the Jiebei platform. For more information, see "Business—Our Partnership with Ant Financial—Borrower Engagement." However, there can be no assurance that potential competition with Ant Financial's consumer credit business will not harm our strategic partnership with Ant Financial or that we will continue to be able to enter into additional collaboration with Ant Financial. We cannot rule out the possibility that the various services currently provided by Ant Financial to us will be limited, restricted, curtailed or less effective or more expensive in any way or become unavailable. Such changes could materially and adversely affect borrower engagement, availability of credit analysis information and other aspects of our business. We may also compete with other companies that collaborate with Ant Financial, and such companies may enjoy similar or greater collaboration with Ant Financial than we do, or may have greater financial, technical, marketing and other resources than we do. Competition with such parties may also adversely affect our business. See "—We face intense competition and, if we do not compete effectively, our results of operations could be harmed."

We rely on our proprietary credit assessment model and risk management system in the determination of credit approval and credit limit assignment. If our proprietary credit assessment model and risk management system fail to perform effectively, such failure may materially and adversely impact our operating results.

Credit limits for our borrowers are determined and approved based on risk assessment conducted by our proprietary credit assessment model and risk management system. Such model and system use big data-enabled technologies, such as artificial intelligence and machine learning, that takes into account transactions that we have processed as well as credit analysis and data from multiple external sources. While we rely on big data analytics to refine our model and system, there can be no assurance that our application of such technology will continue to deliver the expected benefits. In addition, as we have a limited operating history, we may not have accumulated sufficient credit analysis and data to optimize our model and system. Even if we have sufficient credit analysis and data and our credit assessment model and risk management system has been tailored for

prospective borrowers on the Alipay consumer interface for our current operation, such data and credit assessment model and risk management system might not be effective as we continue to increase the amount of transactions, expand the borrower base and broaden our borrower engagement efforts through different channels in the future. If our system contains programming or other errors, if our model and system is ineffective or if the credit analysis and data we obtained are incorrect or outdated, our credit assessment abilities could be negatively affected, resulting in incorrect approvals or denials of credit applications or mispriced credit products. If we are unable to effectively and accurately assess the credit profiles of borrowers or price credit products appropriately, we may either be unable to offer attractive financing service fee and credit limits to borrowers, or be unable to maintain low delinquency rates of transactions facilitated by us. Our risk and credit assessment may not be able to provide more predictive assessments of future borrower behavior and result in better evaluation of our borrower base when compared to our competitors. If our proprietary credit assessment model and risk management system fail to perform effectively, our business and results of operations may be materially and adversely affected.

If we are unable to maintain low delinquency rates for transactions facilitated by us, our business and results of operations may be materially and adversely affected. Further, historical delinquency rates may not be indicative of future results.

We may not be able to maintain low delinquency rates for transactions facilitated by us, or such delinquency rates may be significantly affected by economic downturns or general economic conditions beyond our control and beyond the control of individual borrowers. We shifted our focus of target borrower base from college students to young consumers in general starting from November 2015, and we may not be able to accurately assess the credit profiles of our current target borrower base. Increase in credit utilization by borrowers from existing levels, including increase in the use of our credit products from users that were approved for credit but have not previously drawn down on their credit, may also potentially have a material adverse effect as to the delinquency rates for transactions facilitated by us. Introduction of new credit products or the wider utilization by borrowers of certain of our existing credit products that has longer durations, including merchandise credit products, may also have a material adverse impact as to the delinquency rates for transactions facilitated by us. Furthermore, although certain credit facilitated by us are funded directly or indirectly by institutional funding partners or transferred to institutional funding partners, if borrowers default on their payment obligations, we are generally obligated to repay our institutional funding partners all or a percentage of loan principals and fees payable in respect of such credit drawdowns. As of June 30, 2017, our loan principal was RMB9,457.2 million (US$1,395.0 million), of which RMB5,827.5 million (US$859.6 million) represented credit drawdowns that were transferred to or indirectly funded by institutional funding partners, which were recorded as short-term and long-term borrowings and interest payables on our balance sheets. As of June 30, 2017, outstanding principal of off-balance sheet transactions, which represent credit drawdowns directly funded by institutional funding partners, was RMB1,213.6 million (US$179.0 million). As such, if we were to experience a significant increase in delinquency rate, we may not have sufficient capital resources to pay defaulted principals and fees to our institutional funding partners, and if this were to occur, our results of operations, financial position and liquidity will be materially and adversely affected. Furthermore, we plan to broaden our prospective borrower base as we enhance our credit assessment model to include those with different credit profiles than borrowers that we currently provide credit to as well as prospective borrowers that we have not reached out to previously. Therefore, we may be unable to maintain low delinquency rates for transactions facilitated by us in the future.

In addition, we reserve any estimated loss for on-balance sheet transactions due to the borrowers' default as allowance for loan principal and financing service fee receivables. When evaluating the loan principal receivables on a pooled basis, we apply a roll rate model based on historical loss rates, while also taking into consideration macroeconomic conditions in order to calculate the pooled allowance. Accordingly, any increase in the delinquency rates of on-balance sheet transactions would increase our allowance for loan principal and financing service fee receivables and could have a material adverse effect on our business, results of operations and financial positions. Furthermore, if the actual delinquency rates for on-balance sheet transactions were higher than predicted, our cash flow would be reduced and our allowance for loan principal and financing service fee

receivables may not be able to cover the actual losses as expected, which could have a material adverse effect on our working capital, financial condition, results of operations and business operations. As of December 31, 2014, 2015 and 2016 and June 30, 2017, our M1+ Delinquency Coverage Ratio, defined as the balance of allowance for loan principal and financing service fee receivables at the end of a period, divided by the total balance of outstanding principal for on-balance sheet transactions for which any installment payment was more than 30 calendar days past due as of the end of such period, was 6.7x, 1.6x, 1.6x and 1.3x, respectively. With respect to on-balance sheet transactions, principal for which any installment payment was more than 30 calendar days past due accounted for 0.05%, 0.92%, 1.29% and 1.14% of total outstanding principal as of December 31, 2014, 2015 and 2016 and June 30, 2017, respectively. As of December 31, 2014, 2015 and 2016 and June 30, 2017, our loan principal and financing service fee receivables for on-balance sheet transactions for which any installment payment was more than 90 calendar days past due were approximately RMB0.1 million, RMB11.6 million, RMB29.8 million (US$4.4 million) and RMB55.7 million (US$8.2 million), respectively. As of December 31, 2014, 2015 and 2016 and June 30, 2017, our allowance for loan principal and financing service fee receivables were approximately RMB1.7 million, RMB34.2 million, RMB105.1 million (US$15.1 million) and RMB136.9 million (US$20.2 million), respectively.

We do not accrue financing income on principal that is considered impaired or on credit drawdowns for which any installment payment is more than 90 calendar days past due. Financing income previously accrued but subsequently placed on nonaccrual status will be netted from our financing income for the current period. Therefore, an increase in delinquency rates of on-balance sheet transactions will lead to an increase in such adjustments of financing income.

We have entered into off-balance sheet funding arrangements with certain institutional funding partners, which directly fund credit drawdowns by borrowers. Borrowers directly repay principal and financing service fees to the relevant institutional funding partners, who will in turn deduct the principal and fees due to them from the repayments and remit the remainder to us as our loan facilitation fees. At the inception of each off-balance sheet transaction, we record the fair value of guarantee liability, which represents the present value of our expected payout based on the estimated delinquency rate and the applicable discount rate for time value. The loan facilitation fees payable to us, net of guarantee liability which was allocated from the consideration in connection with such transaction, are recognized as loan facilitation income and others. Accordingly, an increase in the expected delinquency rates of off-balance sheet transactions would result in an increase in the fair value of guarantee liability, which is recognized as loss of guarantee liability and could have a material adverse impact on our results of operations. Furthermore, if the actual delinquency rates for off-balance sheet transactions were higher than expected, our guarantee liabilities may not be able to cover the actual losses as expected, which could have a material adverse impact on our working capital, financial condition, results of operations and business operations. Our guarantee liabilities were RMB9.6 million (US$1.4 million) in the six months ended June 30, 2017, and we incurred payment obligation of RMB11.4 million (US$1.7 million) due to borrowers' defaults for off-balance sheet transactions in the six months ended June 30, 2017.

Our business may be adversely affected if we are unable to secure funding on terms acceptable to us, or at all.

We collaborate with institutional funding partners to fund certain credit drawdowns we facilitate. Our current institutional funding partners include banks, a consumer finance company and other institutions. For credit drawdowns currently funded by institutional funding partners, such credit drawdowns are typically either facilitated to borrowers directly from institutional funding partners or indirectly from institutional funding partners through trusts we established in collaboration with trust companies. We also currently collaborate with private financial assets trading platforms in China to which we transfer our rights to receive payments under certain credit drawdowns funded by our own capital, and such trading platforms offer investment products backed by such payment rights to investors. Our amount of transactions has increased from approximately RMB578.2 million in 2014 to RMB32,230.6 million (US$4,754.3 million) in 2016. In the six months ended June 30, 2017, our amount of transactions was RMB38,206.5 million (US$5,635.8 million), 55.4% of which was funded by our institutional funding partners. As the demand for credit facilitated by us have significantly

increased since inception, our funding arrangements have also changed significantly. For example, we historically transferred a significant amount of credit drawdowns to P2P platforms. In 2016 and the six months ended June 30, 2017, the amount of credit drawdowns transferred to P2P platforms was RMB8,099.5 million (US$1,194.7 million) and RMB275.1 million (US$40.6 million), respectively, representing 63.7% and 1.3% of the total amount of transactions funded by institutional funding partners during the respective periods. We have ceased transferring credit drawdowns to P2P platforms in April 2017. We expect that our funding arrangements will continue to evolve as we explore additional or new sources of funding as well as new risk sharing or transfer mechanisms. There can be no assurance that our cooperation with new institutional funding partners will meet our expectations or the expectations of borrowers.

The availability of funding from institutional funding partners depends on many factors, some of which are out of our control. Some of our institutional funding partners have limited operating history, and there can be no assurance that we will be able to rely on their funding in the future. Our ability to cooperate with new institutional funding partners may be subject to regulatory or other limitations. In addition, regardless of our risk management efforts, credit facilitated by us may nevertheless be considered riskier and may have a higher delinquency rate than loans made by borrowers with more established credit histories by traditional financial institutions. In the event there is a sudden or unexpected shortage of funds from our institutional funding partners or if our institutional funding partners have determined not to continue to collaborate with us, we may not be able to maintain necessary levels of funding without incurring high costs of capital, or at all. Furthermore, we had historically relied on one institutional funding partner to fund a substantial portion of credit facilitated by us. While we have since managed to diversify our funding sources, there can be no assurance that our funding sources will remain or become increasingly diversified in the future. If we become dependent on a small number of institutional funding partners and any such institutional funding partner determines not to collaborate with us or limits the funding that is available, our business, financial condition, results of operations and cash flow may be materially and adversely affected. Since inception, we have from time to time experienced, and may continue to experience, constraints as to the availability of funds from our institutional funding partners. Such constraints have affected and may continue to affect user experience, including by limiting our ability to approve new credit applications or resulting in us having to curtail the amount that can be drawn down by borrowers under their existing credit limits. Such limitations have in turn restrained, and may continue to restrain, the growth of our business. Any prolonged constraint as to the availability of funds from our institutional funding partners may also harm our reputation or result in negative perception of the credit products we offer, thereby decreasing the willingness of prospective or existing borrowers to seek credit products from us or to draw down on their existing credit.

Our online small credit companies and trusts may not be able to provide sufficient amount to fund the growth of our business. In addition, the regulatory regime and practice with respect to online small credit companies are evolving and subject to uncertainty.

In May 2016, we established an online small credit company, Fuzhou Microcredit, which has obtained approval of the relevant competent local authorities to provide up to RMB3.0 billion in credit drawdowns, and in December 2016, we established a second online small credit company, Ganzhou Microcredit, which has obtained approval of the relevant competent local authorities to provide up to RMB2.7 billion in credit drawdowns. The authorized amounts are currently insufficient to meet our funding needs for on-balance sheet transactions. We may not be able to obtain the regulatory approvals to increase the authorized amounts or to establish additional online small credit companies. To complement our online small credit companies, we also fund credit drawdowns through trusts established in collaboration with trust companies. The amount of funds that our online small credit companies and these trusts are able to provide may be insufficient to meet the growth in the amount of transactions drawdowns we facilitate. The funding of credit drawdowns by us without utilizing online small credit companies or trusts may render us to be deemed as a lender or a provider of financial services by the PRC regulatory authorities, and we may become subject to supervision and restrictions on lending under applicable laws and regulations.

Government authorities have issued certain rules, laws and regulations to regulate the organization and business activities of online small credit companies. However, due to the lack of the detailed rules on

interpretation and implementation of such rules, laws and regulations and the fact that the rules, laws and regulations are expected to continue to evolve with respect to the online small credit companies, there are uncertainties as to how such rules, laws and regulations will be interpreted and implemented and whether there will be new rules, laws or regulations issued which would set further requirements and restrictions on online small credit companies. We cannot assure you that our existing practice of the online small credit companies will be deemed to be in full compliance with all rules, laws and regulations that are applicable, or may become applicable to us in the future. For example, on November 9, 2016, Fuzhou Microcredit received a rectification notice from the Finance Office of Fuzhou Municipal Government, the competent regulator for administration and supervision on the small credit business of Fuzhou Microcredit, which requires Fuzhou Microcredit to conduct certain improvements and corrections in accordance with the Measures of Jiangxi Province for Supervision on Online Small Credit Companies (Pilot Scheme), as promulgated by the Jiangxi Provincial Finance Office on September 5, 2016. The rectification notice mainly focused on Fuzhou Microcredit's lack of a separate operating system and internal control system from those of Beijing Happy Time and required Fuzhou Microcredit to establish its own operating system and internal control system. We have carried out such improvements and corrections as required and have submitted to the Finance Office of Fuzhou Municipal Government the rectification report. We have not received any further notification from the regulator. We cannot assure you that there will not be any other rectification requirements when any new rules on online small credit companies come into effect in the future.

We may be deemed as a lender or a provider of financial services by the PRC regulatory authorities.

We commenced our business in early 2014. We have established two online small credit companies in May 2016 and December 2016, respectively, and we have established trusts in collaboration with trust companies starting in December 2016. The maximum amount of credit that each of our online small credit companies is authorized to lend is limited and associated with its respective capital level pursuant to the requirements of the competent local authorities, and the authorized amounts are currently insufficient to meet our funding needs for on-balance sheet transactions. We may not be able to obtain the regulatory approvals to increase the authorized amounts or to establish additional online small credit companies. To complement our online small credit companies, we also fund credit drawdowns through trusts. Such trusts are funded by funds from institutional funding partners and our own capital. Since the trust companies administering such trusts have been licensed by financial regulatory authorities to lend, credit drawdowns funded under this arrangement are not private lending transactions within the meaning of the Private Lending Judicial Interpretation issued by the Supreme People's Court of the PRC in August 2015. In the six months ended June 30, 2017, RMB8,832.7 million (US$1,302.9 million) of credit drawdowns initially funded by us were funded through our online small credit companies, representing approximately 23.1% of the total amount of transactions facilitated during such period. In the six months ended June 30, 2017, the amount of transactions facilitated through trusts was RMB13,763.1 million (US$2,030.2 million), representing approximately 36.0% of the total amount of transactions facilitated during such period. We currently fund all credit drawdowns initially disbursed by us through online small credit companies or trusts.

We disbursed funds to borrowers without utilizing online small credit companies or trusts in the past, which may be considered to involve the use of our own capital in lending, as a result of which we may be deemed as a lender or a provider of financial services by the PRC regulatory authorities, and we may become subject to supervision and restrictions on lending under applicable laws and regulations. For example, the Measures for the Banning of Illegal Financial Institutions and Illegal Financial Business Operations, promulgated by the PRC State Council, or the State Council, in July 1998 and revised in 2011, prohibits financial business activity, including fund raising and facilitating loans to the public, to be conducted without the approval of the People's Bank of China, or the PBOC. The General Rules on Loans issued by the PBOC in June 1996 provides that a financial institution shall conduct the business with the approval of the PBOC. Otherwise, it will be subject to a fine from one time to five times of the illegal revenues, and the PBOC has the authority to order such business to suspend its operations. Such existing PRC laws and regulations with respect to the supervision and restrictions on

lending to the public were primarily aimed to regulate traditional banking and financial institutions at the time of their respective promulgations, and the regulatory environment in the PRC has evolved since then. With the rapid development and evolving nature of the consumer finance industry and other new forms of Internet finance business in China, there are uncertainties as to the interpretation of the laws and regulations mentioned above as well as whether such laws and regulations are applicable to our business. In the event that we are considered by the relevant authorities to be subject to such PRC laws and regulations, and our past business operations are deemed to be in violation of such laws and regulations, we may be exposed to certain administrative penalties, including the confiscation of illegal revenue and fines up to five times the amount of the illegal revenue as mentioned above. Furthermore, our financing service fees received from borrowers might be fully or partially deemed as interest, such fees may be subject to the restrictions on interest rate as specified in applicable rules on private lending. For example, in accordance with the Provisions on Several Issues Concerning Laws Applicable to Trials of Private Lending Cases issued by the Supreme People's Court of the PRC on August 6, 2015, or the Private Lending Judicial Interpretations, which came into effect on September 1, 2015, if the annual interest rate of a private loan is higher than 36%, the excess will be void and will not be enforced by the courts. See "Regulations — Regulations related to Loans and Intermediation."

In August 2015, the Legislative Affairs Office of the State Counsel of the PRC published a consultation paper seeking public comments on the Regulations on Non-Deposit-Taking Lending Organizations (Draft for Comment), or the Draft Regulations on Non-Deposit-Taking Lending, with a Note on the Draft Regulations on Non-Deposit-Taking Lending published by the PBOC, or the PBOC Note on the Draft Regulations on Non-Deposit-Taking Lending. According to the PBOC Note on the Draft Regulations on Non-Deposit-Taking Lending, rather than generally categorizing activities like lending to public without the approval of PBOC as illegal, PBOC recognizes that, with the continuous development of the financial industry, the credit market in the PRC has developed into multiple segments, in addition to the traditional lending by financial institutions, and non-deposit-taking lending organizations of various types have formed an important part of, and enriched the tiers of, the credit market of the PRC. The PBOC also states that the Draft Regulations on Non-Deposit-Taking Lending seeks to regulate small credit companies and other non-deposit-taking lending organizations that are not covered by the current regulatory framework in the PRC, which we believe may include companies such as ours. It is uncertain when or whether the Draft Regulations on Non-Deposit Lending-Taking will be officially promulgated and take effect and whether the promulgated version would be substantially revised. Therefore, substantial uncertainty remains regarding the final framework, scope and applicability to us of the Draft Regulations on Non-Deposit Lending-Taking to us. We cannot assure you that our past or existing practices would not be deemed to violate any existing or future laws, regulations and governmental policies. If the Draft Regulations on Non-Deposit Lending-Taking is enacted as proposed, we may have to obtain the requisite business permit and operate in accordance with relevant requirements provided therein.

The laws and regulations governing the online consumer finance industry in the PRC are still at a nascent stage and subject to further change and interpretation. If our business practices or the business practices of our institutional funding partners are deemed to violate any PRC laws or regulations, our business, financial condition, results of operations and prospects would be materially and adversely affected.

The PRC government has not adopted a clear regulatory framework governing the new and rapidly-evolving online consumer finance industry in which we operate, and our business may be subject to a variety of laws and regulations in the PRC that involve financial services, including consumer finance, small credit, and private lending. The application and interpretation of these laws and regulations are ambiguous, particularly in the new and rapidly-evolving online consumer finance industry in which we operate, and may be interpreted and applied inconsistently between the different government authorities. As of June 30, 2017, we have not been subject to any material fines or other penalties under any PRC laws or regulations as to our business operations. However, if the PRC government adopts a stringent regulatory framework for the online consumer finance industry in the future, and subject market participants such as our company to specific requirements (including without limitation, capital requirements, reserve requirements and licensing requirements), our business, financial condition and prospects would be materially and adversely affected. The existing and future rules, laws and

regulations can be costly to comply with and if our practice is deemed to violate any existing or future rules, laws and regulations, we may face injunctions, including orders to cease illegal activities, and may be exposed to other penalties as determined by the relevant government authorities as well.

In July 2015, the Guidelines on Promoting the Healthy Development of Internet Finance, or the Internet Finance Guidelines, were jointly released by ten PRC regulatory agencies. The Internet Finance Guidelines set out the regulatory framework and some basic principles on regulating the online consumer finance business in the PRC. The Internet Finance Guidelines specify that the China Banking Regulatory Commission, or the CBRC, will have primary regulatory responsibility for the online consumer finance businesses in China, which as currently used in the Internet Finance Guidelines is interpreted as businesses conducted via the Internet by consumer finance companies. Pursuant to the Pilot Measures for the Administration of Consumer Finance Companies released by the CBRC in November 2013, or the Pilot Consumer Finance Measures, consumer finance companies in the PRC refer to non-banking financial institutions as approved by the CBRC that do not engage in taking public deposits from individual lenders and provide individual borrowers with consumer loans pursuant to the principles that such loans be small amount in nature and widely dispersed to various borrowers. However, the Internet Finance Guidelines and the Pilot Consumer Finance Measures do not explicitly provide guidance or requirements on other forms of online consumer finance business conducted by participants other than the CBRC-approved consumer finance companies as defined in the Pilot Consumer Finance Measures, including, for example, our business. Therefore, it is currently uncertain whether our business practice is subject to the relevant rules regarding online consumer finance companies provided under the Internet Finance Guidelines and consumer finance companies provided under the Pilot Consumer Finance Measures. Given the evolving regulatory environment of the consumer finance industry, we cannot rule out the possibility that the CBRC or other government authorities will issue new regulatory requirements to institute a new licensing regime covering our industry. If such a license regime is introduced or new regulatory rules are promulgated, we cannot assure you that we would be able to obtain any new licenses or other regulatory approvals in a timely manner, or at all, which would materially and adversely affect our business and impede our ability to continue our operations.

In addition, in August 2016, the CBRC, the Ministry of Industry and Information Technology, or the MIIT, the Ministry of Public Security of China and the Office for Cyberspace Affairs jointly promulgated the Interim Measures for Administration of the Business Activities of Online Lending Information Intermediary Institutions, or the Interim Online Lending Information Intermediary Measures, which set out certain rules to regulate the business activities of online lending information intermediary institutions. The Interim Online Lending Information Intermediary Measures define “online lending” as direct lending between peers, which can be natural persons, legal persons or other organizations, through Internet platforms, and “online lending information intermediary institutions” as financial information intermediaries that are engaged in lending information business and directly provide peers with lending information services, such as information collection and publication, credit rating, information interaction and loan facilitation between borrowers and lenders for them to form direct peer-to-peer lending relationships. The Interim Online Lending Information Intermediary Measures are only applicable to private lending transactions according to relevant interpretations by the China Banking Regulatory Commission. Loans funded by financial institutions which are licensed by financial regulatory authorities are not private lending transactions within the meaning of the Private Lending Judicial Interpretation issued by the Supreme People’s Court of the PRC in August 2015. Therefore, facilitation of loans funded directly by such licensed financial institutions is not subject to the regulation set forth in the Interim Online Lending Information Intermediary Measures.

We do not engage in direct loan facilitation between peers. While we facilitate transactions that are directly funded by certain institutional funding partners, such companies are financial institutions licensed by financial regulatory authorities to lend. As such, we do not consider ourselves as an “online information intermediary institution” regulated under the Interim Online Lending Information Intermediary Measures. However, we cannot assure you that the CBRC or other PRC governmental agencies would not expand the applicability of the Interim Online Lending Information Intermediary Measures and/or otherwise regard us as an online lending information

intermediary institution. As a provider of online credit products, our business share certain similarities with those of P2P platforms. In March 2017, Beijing Happy Time received a rectification notice from the Beijing Branch of the Office of Leading Group on Special Rectification of Risks in the Internet Finance Sector, which was also the Office of Leading Group on Special Rectification of Risks in the Online Lending of Beijing, or the Beijing Rectification Office, the regulator of the Internet finance and online lending industry in Beijing. The rectification notice required Beijing Happy Time to conduct certain improvements and corrections to its business operation to be in compliance with the Interim Online Lending Information Intermediary Measures and the Implementing Scheme of Special Rectification of Risks in the Internet Finance Sector. We do not believe we are subject to the Interim Online Lending Information Intermediary Measures and have discussed with the Beijing Rectification Office about the difference between our business and those of "online information intermediary institution" as defined in the Interim Online Lending Information Intermediary Measures and that certain correction requirements in the notice were not actually related to our business. Nevertheless, the Beijing Rectification Office still required us to comply with certain requirements under the Interim Online Lending Information Intermediary Measures regardless of whether we are a P2P platform due to the fact that some of our institutional funding partners are P2P platforms, which are identified as online lending information intermediary institutions in accordance with the Interim Online Lending Information Intermediary Measures and other PRC laws and regulations. As such, we were deemed to be participating in a certain part of the "online lending" process as defined in the Interim Online Lending Information Intermediary Measures. We have since carried out certain improvements and corrections as required by the Beijing Rectification Office and are maintaining an ongoing dialogue with the Beijing Rectification Office. As of the date of this prospectus, we have not received final clearance from the Beijing Rectification Office that our rectification efforts were sufficient, and there can be no assurance that we will be able to receive such final clearance. We also cannot assure you that the Beijing Rectification Office will agree with our position that we are not an "online information intermediary institution." In the event that we are deemed as an online lending information intermediary institution by the PRC regulatory authorities in the future, we may have to register with local financial regulatory authorities and apply for telecommunication business operation licenses if required by the competent authorities, and our current business practices may be considered to be in violation of the Interim Online Lending Information Intermediary Measures. Accordingly, we may face administrative orders to make rectification, receive administrative warnings or criticism notice, monetary penalties up to RMB30,000 and other penalties, and our business, results of operations and financial position could be materially and adversely affected.

We have cooperated with our institutional funding partners, whose compliance with PRC laws and regulations may affect our business. Our collaboration with institutional funding partners have exposed us to and may continue to expose us to additional regulatory uncertainties faced by such institutional funding partners. In addition, we have ceased transferring credit drawdowns to P2P platforms in April 2017. Nonetheless, we cannot assure you that the business operations of our institutional funding partners currently are or will be in compliance with the relevant laws and regulations, and in the event that our institutional funding partners do not operate their businesses in accordance with the relevant laws and regulations, they will be exposed to various regulatory risks and accordingly, our business, financial condition and prospects would be materially and adversely affected.

In April 2017, the Office of Leading Group on Special Rectification of Risks in the Online Lending, the regulator for administration and supervision on the nationwide Internet finance and online lending, or the National Rectification Office, issued an Notice on the Conduction of Check and Rectification of Cash Loan Business Activities and a supplementary notice, or the Notice on Cash Loan. The Notice on Cash Loan requires the local counterparts of the National Rectification Office to conduct a full-scale and comprehensive inspection of cash loan business conducted by online platforms and require such platforms to conduct necessary improvements and corrections within a designated period to comply with the relevant requirements under the Private Lending Judicial Interpretation issued by the Supreme People's Court of the PRC in August 2015, the Measures for the Banning of Illegal Financial Institutions and Illegal Financial Business Operations, the Guiding Opinions on Small Credit Companies, the Interim Online Lending Information Intermediary Measures and the Implementing Scheme of Special Rectification of Risks in the Internet Finance Sector. The Notice on Cash Loan focuses on preventing malicious fraudulent activities, loans that are offered at extortionate interest rates and violence in the loan collection processes in the cash loan business operation of online platforms. The National

Rectification Office issued a list of cash loan business that are to be examined, which includes Laifenqi, one of the brands in which we use to market our credit products. In light of the Notice on Cash Loan, we have taken measures, including re-evaluting and adjusting the amount of financing service fees we charge on all credit drawdowns in an effort to comply with applicable regulations. Due to the uncertainties with respect to the interpretation and application of the laws and regulations as stated in the Notice on Cash Loan, we cannot assure you our business practice will be deemed to be in full compliance with all such laws and regulations, and we may face injunctions, including orders to change our current business activities, and may be exposed to other penalties as determined by the relevant government authorities after such examination according to the Notice on Cash Loan. Furthermore, we may be required to conduct certain other improvements or corrections which could be costly, and our business, financial condition, results of operations and prospects would be materially and adversely affected.

We focus on complying with relevant laws, regulations and government policies applicable to our business practice in the PRC and have implemented various measures, including the following: (i) in May 2016, we have established an online small credit company, Fuzhou Microcredit, which has obtained approval of the relevant competent local authorities to provide up to RMB3.0 billion in lending; and (ii) in December 2016, we have established an online small credit company, Ganzhou Microcredit, which has obtained approval of the relevant competent local authorities to provide up to RMB2.7 billion in lending. We have established trusts in collaboration with trust companies starting in December 2016. In addition, we continuously seek to work with additional institutional funding partners, including more traditional banking institutions, in light of the regulatory uncertainties faced by certain of our institutional funding partners, such as P2P platforms. In April 2017, we ceased transferring credit drawdowns to P2P platforms and certain other institutional funding partners. However, due to the lack of clarity in the potential interpretation of the relevant rules and the fact that the rules, laws and regulations are expected to continue to evolve in this newly emerging industry in which we operate, we cannot assure you that our measures would effectively prevent us from violating any existing or future rules, laws and regulations. See "— Our online small credit companies and trusts may not be able to provide sufficient amount to fund the growth of our business. In addition, the regulatory regime and practice with respect to online small credit companies are evolving and subject to uncertainty."

As part of our efforts to obtain funding at competitive costs, we may from time to time explore alternative funding initiatives to support our rapid business growth, including through standardized capital instruments such as the issuance of asset-backed securities and other debt and equity offerings. The current PRC regulatory framework does not impose many restrictions and obligations on us as the credit originator of any potential asset-backed securities offering. Pursuant to the relevant PRC laws and regulations, an institution, such as our online small credit companies, is entitled to establish an asset-backed securities scheme as a credit originator for such scheme on the condition that it has legitimate ownership to the underlying transferred assets that are able to generate independent and predictable cash flow in compliance with relevant laws and regulations. However, the initiators of any potential asset-backed securities scheme with whom we work with are required to be financial institutions and they are subject to a variety of laws and regulations in the PRC, such as Administrative Provisions on the Asset Securitization Business of Securities Companies and the Subsidiaries of Fund Management Companies and Measures for the Supervision and Administration of Pilot Projects of Credit Asset Securitization of Financial Institutions. Since we will not operate as an initiator of any asset-backed securities scheme, we will not be subject to these laws and regulations governing financial institutions as initiators. However, as the laws and regulations applicable to asset-backed securities are still developing, it remains uncertain as to the application and interpretation of such laws and regulations, particularly relating to the new and rapidly evolving online consumer finance industry in which we operate.

To the extent we issue asset-backed securities in the future, we do not plan to issue such securities to investors located in the United States or otherwise meeting the definition of "U.S. persons" as defined under Rule 902 under the Securities Act. As such, we do not believe that any such potential issuances will be subject to the requirements in Regulation AB under the Securities Act and the related rules. Nonetheless, if we issue asset-backed securities in the future that are required to be registered under the Securities Act, we may need to

comply with Regulation AB and related rules, which may make the issuance of such asset-backed securities impracticable.

We may be deemed to operate financing guarantee business by the PRC regulatory authorities.

The State Council promulgated the Regulations on the Administration of Financing Guarantee Companies, or the Financing Guarantee Rules, on August 2, 2017 which will become effective on October 1, 2017. Pursuant to the Financing Guarantee Rules, "financing guarantee" refers to the activities in which guarantors provide guarantee to the guaranteed parties as to loans, bonds or other types of debt financing, and "financing guarantee companies" refer to companies legally established and operating financing guarantee business. According to The Financing Guarantee Rules, the establishment of financing guarantee companies shall be subject to the approval by the competent government department, and unless otherwise stipulated by the state, no entity may operate financing guarantee business without such approval. If any entity violates these regulations and operates financing guarantee business without approval, the entity may be subject to penalties including ban or suspension of business, fines of RMB500,000 to RMB1,000,000, confiscation of illegally gains if any, and if the violation constitutes a criminal offense, criminal liability shall be imposed in accordance with the law. We have entered into cooperative arrangements with banks and a consumer finance company in which they are identified as the lender under the agreements with borrowers and the borrowers are required to repay the principal and financing service fees directly to them. See "Business — Funding — Funding Provided Directly by Institutional Funding Partners." However, when borrowers under arrangements with banks fail to repay, we are obligated to repay the relevant bank the full overdue amount. In addition, pursuant to our agreement with the consumer finance company, we will make cash payments to the consumer finance company based on the delinquency rate on the portfolio of loans that we have facilitated in which the consumer finance company originates pursuant to a pre-agreed formula. For the six months ended June 30, 2017, such transactions, which are off-balance sheet transactions, represented 7.4% of the total amount of transactions facilitated. Due to the lack of further interpretations, the exact definition and scope of "operating financing guarantee business" under the Financing Guarantee Rules is unclear. It is uncertain whether we would be deemed to operate financing guarantee business because of our current arrangements with banks and the consumer finance company. As of the date of this prospectus, we have not been subject to any fines or other penalties under any PRC laws or regulations related to financing guarantee business. Given the evolving regulatory environment of the financing guarantee business, we cannot assure you that we will not be required in the future by the relevant governmental authorities to obtain approval or license for financing guarantee business to continue our collaboration with banks and the consumer finance company. If we are no longer able to collaborate with banks and the consumer finance company at all, or become subject to penalties, our business, financial condition, results of operations and prospects could be materially and adversely affected.

The financing service fees we charge borrowers may decline in the future and any material decrease in such financing service fees could harm our business, financial condition and results of operations.

We generate a substantial majority of our total revenues from financing service fees we charge borrowers. In the six months ended June 30, 2017, financing income, which we recognize for our on-balance sheet transactions, comprised 83.3% of our total revenues. In addition, we recognize loan facilitation income and others for our off-balance sheet transactions, as the relevant institutional funding partners deduct the principal and fees due to them from the repayments and remit the remainder to us as our loan facilitation fees. As such, the amount of financing service fees charged under such arrangements may affect the amount of loan facilitation fees that we collect. Any material decrease in our financing service fees would have a substantial impact on our margin. In the event that the amount of financing service fees we charge for credit drawdowns we facilitated decrease significantly in the future and we are not able to reduce our cost of capital for funds from institutional funding partners or to adopt any cost control initiatives, our business, financial condition and results of operations will be harmed. To compete effectively, the financing service fees we charge borrowers could be affected by a variety of factors, including the creditworthiness and ability to repay of the borrowers, the competitive landscape of our industry, our access to capital and regulatory requirements. Our financing service fees may also be affected by a change over time in the

mix of the types of products we offer and a change to our borrower engagement initiatives. Our competitors may also offer more attractive fees, which may require us to reduce our financing service fees to compete effectively. Certain consumer financing solutions offered by traditional financial institutions may provide lower fees than our financing service fees. Although we do not believe such consumer financing solutions currently compete with our products or target the same unserved or underserved consumers in China, such traditional financial institutions may decide to do so in the future, which may have a material adverse effect as to the financing service fees that we will be able to charge. Furthermore, as our borrowers establish their credit profile over time, they may qualify for and seek out other consumer financing solutions with lower fees, including those offered by traditional financial institutions offline, and we may need to adjust our financing service fees to retain such borrowers.

In addition, our financing service fees are sensitive to many macroeconomic factors beyond our control, such as inflation, recession, the state of the credit markets, changes in market interest rates, global economic disruptions, unemployment and fiscal and monetary policies. Our financing service fees, to the extent they are fully or partially deemed as interest, may also be subject to the restrictions on interest rate as specified in applicable rules on private lending. Our online small credit companies are required by the applicable laws to comply with the 36% limit on annualized interest rate set forth in the Private Lending Judicial Interpretations. Loans funded under arrangements involving licensed financial institutions, such as banks, the consumer finance company and the trust companies, are not private lending transactions within the meaning of the Private Lending Judicial Interpretations. In April 2017, the National Rectification Office issued the Notice on Cash Loan which requires the local counterparts of the National Rectification Office to conduct a full-scale and comprehensive inspection of cash loan business conducted by online platforms and require such platforms to conduct necessary improvements and corrections within a designated period to comply with the relevant requirements specified in the Notice on Cash Loan. The Notice on Cash Loan focuses on preventing malicious fraudulent activities, loans that are offered at extortionate interest rates and violence in the loan collection processes in the cash loan business operation of online platforms. The National Rectification Office issued a list of cash loan businesses that are to be examined, which includes Laifenqi, one of the brands we use to market our credit products. There are uncertainties with respect to the interpretation and application of the laws and regulations as stated in the Notice on Cash Loan and their applicability to our business practices, and there is no law or regulation explicitly providing that the financing service fees we charge are to be deemed as interest. The annualized fee rates charged by us on a significant number of transactions facilitated were in excess of 36% historically. Among the number of transactions we facilitated in 2016, 59.5% of their annualized fee rates exceeded 36%. Had all such credit drawdowns reduced their annualized fee rates to 36%, our revenue would have been reduced by approximately RMB307 million, representing 21% of our total revenues in 2016.

In an effort to comply with potentially applicable laws and regulations, we adjusted the pricing of all our credit products in April 2017 to ensure that the annualized fee rates charged on all credit drawdowns do not exceed 36%. As financing service fees historically accounted for a substantial majority of our revenue, any material reduction in the amount of financing service fees we charge borrowers could have a material adverse effect on our business, results of operations and financial condition. See "— The laws and regulations governing the online consumer finance industry in the PRC are still at a nascent stage and subject to further change and interpretation. If our business practices or the business practices of our institutional funding partners are deemed to violate any PRC laws or regulations, our business, financial condition, results of operations and prospects would be materially and adversely affected."

We have limited experience managing our allowance for loan principal and financing service fee receivables. In addition, our allowance for loan principal and financing service fee receivables is determined based on both objective and subjective factors and may not be adequate to absorb loan losses if we fail to accurately forecast the expected loss.

We face the risk that borrowers fail to repay their principals and financing service fees in full. Although we transfer certain credit drawdowns facilitated by us to our institutional funding partners, if borrowers default on their payment obligations for such credit drawdowns, we are generally obligated to repay our institutional funding partners all loan principals and fees payable in respect of credit drawdowns funded by them. Estimated

loss as a result of the borrower's default is recorded as allowance for loan principal and financing service fee receivables. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources." We have established an evaluation process designed to determine the adequacy of our allowance for loan principal and financing service fee receivables. While this evaluation process uses historical and other objective information, it is also dependent on our subjective assessment based upon our experience and judgment. Actual losses are difficult to forecast, especially if such losses stem from factors beyond our historical experience. We have limited experience managing our allowance for loan principal and financing service fee receivables, especially given the fact that we only commenced our business in early 2014. Furthermore, we shifted our focus of target borrower base from college students to young consumers in general starting from November 2015, and we may not be able to accurately forecast delinquencies of our current target borrower base. Given these challenges, it is possible that we will underestimate or overestimate the allowance for loan principal and financing service fee receivables. In addition, we are not subject to periodic review by bank regulatory agencies of our allowance for loan principal and financing service fee receivables. As a result, if we underestimate the allowance for loan principal and financing service fee receivables, there can be no assurance that our allowance for loan principal and financing service fee receivables will be sufficient to absorb losses or prevent a material adverse effect on our business, financial condition and results of operations. Conversely, if we overestimate the allowance for loan principal and financing service fee receivables, we will record higher provision for loan principal and financing service fee receivables, which will adversely affect our results of operations.

We face intense competition and, if we do not compete effectively, our results of operations could be harmed.

The online consumer finance industry in China is highly competitive and we compete with other consumer finance service providers, including online consumer finance service providers, such as JD Finance, WeBank, Huabei and Jiebei, as well as traditional financial institutions, such as banks and consumer finance companies. In particular, we and Jiebei both engage borrowers through the Alipay consumer interface and may compete for borrower engagement. Our competitors may operate different business models, have different cost structures or participate selectively in different market segments. They may ultimately prove more successful or more adaptable to consumer demand and new regulatory, technological and other developments. Some of our current and potential competitors have significantly more financial, technical, marketing and other resources than we do and may be able to devote greater resources to the development, promotion, sale and support of their offerings. Our competitors may also have longer operating history, more extensive borrower bases or funding sources, greater brand recognition and brand loyalty and broader relationships with funding partners or merchandise suppliers than us. Additionally, a current or potential competitor may acquire, or form a strategic alliance with, one or more of our competitors. Our competitors may be better at developing new products, offering more attractive fees, responding more quickly to new technologies and undertaking more extensive and effective marketing campaigns. Furthermore, in light of the low barriers to entry in the online consumer finance industry, more players may enter this market and increase the level of competition. We anticipate that more established Internet, technology and financial services companies that possess large, existing user bases, substantial financial resources and established distribution channels may also enter the market in the future. In response to competition and in order to grow or maintain the amount of transactions facilitated to borrowers, we may have to offer lower amount of financing service fees, which could materially and adversely affect our business and results of operations. If we are unable to compete with such companies and meet the need for innovation in our industry, the demand for our credit products could stagnate or substantially decline, which could harm our business and results of operations.

With respect to institutional funding partners, we compete with other investment products and asset classes, such as equities, bonds, investment trust products, insurance products, bank savings accounts and real estate. If a substantial number of our institutional funding partners choose other investment alternatives, our business, financial condition and results of operations could be materially and adversely affected.

We may be required to obtain additional value-added telecommunication business licenses.

PRC regulations impose sanctions for engaging in Internet information services of a commercial nature without having obtained an Internet content provider license, or the ICP license, and sanctions for engaging in the operation of online data processing and transaction processing without having obtained a VATS license for online data processing and transaction processing, or ODPTP license (ICP and ODPTP are both sub-sets of value-added telecommunication business). These sanctions include corrective orders and warnings from the PRC communication administration authority, fines and confiscation of illegal gains and, in the case of significant infringements, the websites and mobile apps may be ordered to cease operation. Nevertheless, the interpretation of such regulations and PRC regulatory authorities' enforcement of such regulations in the context of online consumer finance industry remains uncertain, it is unclear whether online consumer finance service provider like us are required to obtain ICP license or ODPTP license, or any other kind of value-added telecommunication business licenses. Beijing Happy Time and Qufenqi Beijing both have obtained ICP licenses. We have not obtained any ODPTP license to date. Given the evolving regulatory environment of the consumer finance industry and value-added telecommunication business, we cannot rule out the possibility that the PRC communication administration authority or other government authorities will explicitly require any of our consolidated VIEs or subsidiaries of our consolidated VIEs to obtain ICP licenses, ODPTP licenses or other value-added telecommunication business licenses, or issue new regulatory requirements to institute a new licensing regime for our industry. If such value-added telecommunication business licenses are clearly required in the future, or a new license regime is introduced or new regulatory rules are promulgated, we cannot assure you that we would be able to obtain any required license or other regulatory approvals in a timely manner, or at all, which would subject us to the sanctions described above or other sanctions as stipulated in the new regulatory rules, and materially and adversely affect our business and impede our ability to continue our operations.

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 this offering to make loans to our PRC subsidiaries and our consolidated VIEs, or to make additional capital contributions to our PRC subsidiaries.

In utilizing the proceeds of this offering, we, as an offshore holding company, are permitted under PRC laws and regulations to provide funding to our PRC subsidiaries, which are treated as foreign-invested enterprises under PRC laws, through loans or capital contributions. However, loans by us to our PRC subsidiaries to finance their activities cannot exceed statutory limits and must be registered with the local counterpart of SAFE and capital contributions to our PRC subsidiaries are subject to the requirement of making necessary filings in the Foreign Investment Comprehensive Management Information System, and registration with other governmental authorities in China.

SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming the Administration of Foreign Exchange Settlement of Capital of Foreign-invested Enterprises, or Circular 19, effective on June 1, 2015, in replacement of the Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises, or SAFE Circular 142, the Notice from the State Administration of Foreign Exchange on Relevant Issues Concerning Strengthening the Administration of Foreign Exchange Businesses, or Circular 59, and the Circular on Further Clarification and Regulation of the Issues Concerning the Administration of Certain Capital Account Foreign Exchange Businesses, or Circular 45. According to Circular 19, the flow and use of the RMB capital converted from foreign currency-denominated registered capital of a foreign-invested company is regulated such that RMB capital may not be used for the issuance of RMB entrusted loans, the repayment of inter-enterprise loans or the repayment of banks loans that have been transferred to a third party. Although Circular 19 allows RMB capital converted from foreign currency-denominated registered capital of a foreign-invested enterprise to be used for equity investments within the PRC, it also reiterates the principle that RMB converted from the foreign currency-denominated capital of a foreign-invested company may not be directly or indirectly used for purposes beyond its business scope. Thus, it is unclear whether SAFE will permit such capital

to be used for equity investments in the PRC in actual practice. SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming and Standardizing the Foreign Exchange Settlement Management Policy of Capital Account, or Circular 16, effective on June 9, 2016, which reiterates some of the rules set forth in Circular 19, but changes the prohibition against using RMB capital converted from foreign currency-denominated registered capital of a foreign-invested company to issue RMB entrusted loans to a prohibition against using such capital to issue loans to non-associated enterprises. Violations of SAFE Circular 19 and Circular 16 could result in administrative penalties. Circular 19 and Circular 16 may significantly limit our ability to transfer any foreign currency we hold, including the net proceeds from this offering, to our PRC subsidiaries, which may adversely affect our liquidity and our ability to fund and expand our business in the PRC.

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 any of our consolidated VIEs and their subsidiaries, each a PRC domestic company. Meanwhile, we are not likely to finance the activities of our consolidated VIEs and their subsidiaries by means of capital contributions given the restrictions on foreign investment in the businesses that are currently conducted by our consolidated VIEs and their subsidiaries.

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

We may need additional capital to pursue business objectives and respond to business opportunities, challenges or unforeseen circumstances, and financing may not be available on terms acceptable to us, or at all.

Since inception, we have issued equity securities to support the growth of our business. As we intend to continue to make investments to support the growth of our business, we may require additional capital to pursue our business objectives and respond to business opportunities, challenges or unforeseen circumstances, including developing new products and services, increasing the amount of transactions that our online small credit companies are able to fund to support the increasing amount of transactions we facilitate, further enhance our risk management capabilities, increasing our marketing expenditures to improve brand awareness and diversify our borrower engagement channels by collaborating with other leading Internet companies, enhancing our operating infrastructure and acquiring complementary businesses and technologies. Accordingly, we may need to engage in equity or debt financings to secure additional funds. However, additional funds may not be available when we need them, on terms that are acceptable to us, or at all. Repayment of the debts may divert a substantial portion of cash flow to pay principal and interest on such debt, which would reduce the funds available for expenses, capital expenditures, acquisitions and other general corporate purposes; and we may suffer default and foreclosure on our assets if our operating cash flow is insufficient to repay debt obligations, which could in turn result in acceleration of obligations to repay the indebtedness and limit our sources of financing.

Volatility in the credit markets may also have an adverse effect on our ability to obtain debt financing. If we raise additional funds through further issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our Class A ordinary shares. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to pursue our business objectives and to respond to business opportunities, challenges or unforeseen circumstances could be significantly limited, and our business, operating results, financial condition and prospects could be adversely affected.

We incurred net losses in the past and may incur net losses in the future.

We had net losses of RMB40.8 million and RMB233.2 million in the period from April 9 to December 31, 2014 and in 2015, respectively. We had accumulated deficits of RMB5,984.8 million and RMB6,633.7 million as of December 31, 2014 and December 31, 2015, respectively. Although we had net income of RMB576.7 million (US$85.1 million) in 2016 and RMB973.7 million (US$143.6 million) in the six months ended June 30, 2017, we cannot assure you that we will be able to continue to generate net income in the future. We anticipate that our operating cost and expenses will increase in the foreseeable future as we continue to grow our business, attract borrowers, institutional funding partners and merchandise suppliers and further enhance and develop our credit products, enhance our risk management capabilities and increase brand recognition. These efforts may prove more costly than we currently anticipate, and we may not succeed in increasing our revenue sufficiently to offset these higher expenses. There are other factors that could negatively affect our financial condition. For example, the delinquency rates of the transactions facilitated may be higher than expected, which may lead to lower than expected revenue, additional expenses and higher provision for loan principal and financing service fee receivables. Furthermore, we have adopted share incentive plans in the past and may adopt new share incentive plans in the future, which have caused, and will result in, significant share-based compensation expenses to us. We generate a substantial majority of our total revenues from financing service fees we charge borrowers. Any material decrease in our financing service fees would have a substantial impact on our margin. As a result of the foregoing and other factors, our net income margins may decline or we may incur additional net losses in the future and may not be able to maintain profitability on a quarterly or annual basis.

If our credit products do not achieve sufficient market acceptance or if we are unable to manage the growth of our credit products, our financial condition, results of operations and competitive position will be materially and adversely affected.

We currently offer cash credit products and merchandise credit products. Historically, we had explored and offered other types of credit products to users in China which were discontinued due to limited demand in the market. While we intend to eventually broaden the scope of products that we offer, there can be no assurance that we will be successful. New products must achieve high levels of market acceptance in order for us to balance the default risks associated with such products and to recoup our investment in developing and bringing them to market. Our existing or new products could fail to attain sufficient market acceptance for many reasons, including:

- our failure to predict market demand accurately and supply attractive and increasingly personalized credit products at appropriate pricing and amount that meet this demand in a timely fashion;
- borrowers may not like, find useful or agree with any changes made to our credit products;
- our existing credit products may cease to be popular among current borrowers or prove to be less attractive to prospective borrowers;
- our failure to offer attractive merchandise on our marketplace that can be purchased by borrowers through merchandise credit products at competitive amount of financing service fees to meet consumer needs and preferences;
- our failure to assess risk associated with new products and to properly price new and existing products;
- negative publicity about our credit products or our websites or mobile apps' performance or effectiveness;
- views taken by regulatory authorities that the launch of new credit products and changes to our existing credit products do not comply with PRC laws, rules or regulations applicable to us; and
- the introduction or anticipated introduction of competing offerings by competitors.

If our existing and new products do not achieve adequate acceptance in the market, our competitive position, results of operations and financial condition could be harmed.

Furthermore, the introduction of new credit products or the increased utilization of certain credit products over other products may result in material adverse change to our results of operations. For example, borrowers may increase their preference and utilization of our merchandise credit products, which are typically larger in amount with longer terms, over our cash credit products. As small credit products enjoy favorable risk characteristics compared to larger credit products, an increase in the utilization of merchandise credit products over cash credit products by borrowers may result in an increase in delinquency rate for the transactions facilitated by us. Credit products with longer durations may also lead to reduced frequency of transactions by borrowers, which may have a material adverse effect as to the volume and comprehensiveness of the data we collect and analyze and our risk management capabilities.

Credit analysis and other information that we receive from other parties concerning a prospective borrower may be inaccurate or may not accurately reflect such prospective borrower's creditworthiness, which may compromise the accuracy of our credit assessment.

For the purpose of credit assessment and pricing, we obtain prospective borrower's credit analysis and other information from them as well as, with their authorization, from external parties, and assess applicants' creditworthiness based on such information. Such external party's credit assessment system may still be at a development stage and therefore have limitations in measuring borrowers' creditworthiness. We have experienced instances where credit analysis information provided by an external party was not fully predictive of actual delinquency rates. Therefore, we do not rely on inputs from one or only a few external parties. Instead, we use inputs from many external parties, including Zhima Credit Score, for our credit assessment model to enhance our risk management capabilities. As the credit assessment methodologies of external parties are not disclosed to us, we may not have adequate knowledge of the assumptions behind their credit analysis, which could cause our model to produce inaccurate results. In addition, if there is an adverse change in the economic condition, credit analysis information provided by external parties may not be a reliable reference to assess an applicant's creditworthiness, which may compromise our risk management capabilities. As a result, our assessment of a borrower's credit profile may not reflect that particular borrower's actual creditworthiness because assessment may be based on outdated, incomplete or inaccurate information. In addition, the completeness and reliability of information on borrower's credit risk available in the PRC is relatively limited. The PBOC has developed and put into use a national personal and corporate credit information database which remains relatively underdeveloped. The information available to us and external parties from whom we obtain information for our credit assessment model is limited. We also currently do not have a comprehensive way to determine whether prospective borrowers have obtained loans through other consumer finance platforms, creating the risk whereby a borrower may utilize our credit products in order to pay off loans from other sources. Additionally, we allow a borrower to make multiple drawdowns under his or her credit, and such borrower may use proceeds from one drawdown to repay a separate credit drawdown facilitated by us. There is also a risk that, following our obtaining a borrower's information, the borrower may have:

- become delinquent in the payment of an outstanding obligation;
- defaulted on a pre-existing debt obligation;
- taken on additional debt; or
- sustained other adverse financial events.

Such inaccurate or incomplete borrower credit analysis and other information could compromise the accuracy of our credit assessment and adversely affect the effectiveness of our control over our delinquency rates. We may not be able to recoup funds underlying transactions made in connection with inaccurate or incomplete borrower credit information, in which case our results of operations will be harmed.

Any harm to our brands or reputation or any damage to the reputation of the online consumer finance industry may materially and adversely affect our business and results of operations.

Enhancing the recognition and reputation of our brands is critical to our business and competitiveness, since this initiative affects our ability to attract and better serve borrowers and institutional funding partners as well as merchandise suppliers. Factors that are vital to this objective include our ability to:

- maintain the effectiveness, quality and reliability of our systems;
- provide borrowers with a superior experience;
- engage a large number of quality borrowers with low delinquency rate;
- enhance and improve our credit assessment model and risk management system;
- enhance the quality of our funding sources;
- effectively manage and resolve borrower complaints; and
- effectively protect personal information and privacy of borrowers.

Any malicious or otherwise negative allegation made by the media or other parties about the foregoing or other aspects of our company, including our management, business, compliance with law, financial condition, prospects or our historical business operations on campuses, whether with merit or not, could severely hurt our reputation and harm our business and results of operations. In addition, certain factors that may adversely affect our reputation are beyond our control. Negative publicity about parties that we collaborate with in the operation of our business, such as Ant Financial or institutional funding partners, including negative publicity about any failure by them to adequately protect the information of their users, to comply with applicable laws and regulations or to otherwise meet required quality and service standards, could also harm our reputation or result in negative perception of the products we offer. Furthermore, any negative development in the online consumer finance industry, such as bankruptcies or failures of other consumer finance service providers, and especially a large number of such bankruptcies or failures, or negative perception of the industry as a whole, such as that arises from any failure of other consumer finance platforms to detect or prevent money laundering or other illegal activities, even if factually incorrect or based on isolated incidents, could compromise our image, undermine the trust and credibility we have established and impose a negative impact on our ability to attract new borrowers and to collaborate with and retain institutional funding partners. Negative developments in our industry, such as widespread borrower defaults, fraudulent behavior and/or the closure of other online consumer finance service providers, may also lead to tightened regulatory scrutiny of the sector and limit the scope of permissible business activities that may be conducted. If any of the foregoing takes place, our business and results of operations could be materially and adversely affected.

We are subject to risks associated with other parties with which we collaborate. If such other parties fail to perform or provide reliable or satisfactory services, our business, financial condition and results of operations may be materially and adversely affected.

We collaborate with certain other parties in providing our credit products to borrowers. Such other parties include Ant Financial, institutional funding partners, other institutions from which we obtain information for our credit assessment model and risk management system, our cloud computing service provider and merchandise suppliers. These parties may not be able to provide accurate data analyses, sufficiently or timely fund credit that we facilitate or provide satisfactory merchandise and services to us and/or borrowers on commercially acceptable terms or at all. Any failure by these parties to continue with good business operations, comply with applicable laws and regulations or any negative publicity on these parties could damage our reputation, expose us to significant penalties and decrease our total revenues and profitability. Also, if we fail to retain existing or attract new quality parties to collaborate with, our ability to retain existing borrowers, engage prospective borrowers may be severely limited, which may have a material and adverse effect on our business, financial condition and results of operations. In addition, certain of these other parties that we collaborate with have access to our user

data to a limited extent in order to provide their services. If these other parties engage in activities that are negligent, illegal or otherwise harmful to the trustworthiness and security of our products or system, including the leak or negligent use of data, or users are otherwise dissatisfied with their service quality, we could suffer reputational harm, even if these activities are not related to, attributable to or caused by us.

Fraudulent activity could negatively impact our results of operations, brand and reputation and cause the use of our credit products and services to decrease.

We are subject to the risk of fraudulent activity associated with borrowers and parties handling user information. Our resources, technologies and fraud detection tools may be insufficient to accurately detect and prevent fraud. For example, we currently do not have a comprehensive way to determine whether prospective borrowers have obtained loans through other consumer finance platforms, creating the risk whereby a borrower may borrow money through us in order to pay off loans from other sources. Even if we identify a fraudulent borrower and reject his or her credit application, such borrower may re-apply by using fraudulent information. We may fail to identify such behavior, despite our measures to verify personal identification information provided by borrowers. Furthermore, we may not be able to recoup funds underlying transactions made in connection with fraudulent activities. A significant increase in fraudulent activities could negatively impact our brands and reputation, discourage institutional funding partners from collaborating with us, reduce the amount of transactions facilitated to borrowers and lead us to take additional steps to reduce fraud risk, which could increase our costs. High profile fraudulent activity could even lead to regulatory intervention, and may divert our management's attention and cause us to incur additional expenses and costs. Although we have not experienced any material business or reputational harm as a result of fraudulent activities in the past, we cannot rule out the possibility that fraudulent activities may materially and adversely affect our business, financial condition and results of operations in the future.

We rely on institutional funding partners to fund credit drawdowns to borrowers, which may constitute provision of intermediary service, and our agreements with these institutional funding partners and borrowers may be deemed as intermediation contracts under the PRC Contract Law.

Under the PRC Contract Law, if an intermediary conceals any material fact intentionally or provides false information in connection with the conclusion of the proposed contract, which results in harm to the client's interests, the intermediary may not claim for service fees and is liable for the damages caused. See "Regulations — Regulations Related to Loans and Intermediation." Therefore, if we fail to provide material information to institutional funding partners, or if we fail to identify false information received from borrowers or others and in turn provide such information to institutional funding partners, and in either case if we are also found to be at fault, due to failure or deemed failure to exercise proper care, such as to conduct adequate information verification or supervision of our employees, or to accurately detect and prevent fraud due to ineffectiveness of our fraud detection tools, we could be held liable for damages caused to institutional funding partners as an intermediary pursuant to the PRC Contract Law. In addition, if we fail to complete our obligations under the agreements with institutional funding partners and borrowers, we could also be held liable for damages caused to borrowers or institutional funding partners pursuant to the PRC Contract Law. On the other hand, we do not assume any liability solely on the basis of failure to correctly assign a credit limit to a particular borrower in the process of facilitating transactions, as long as we do not conceal any material fact intentionally or provide false information, and are not found to be at fault otherwise. However, due to the lack of detailed regulations and guidance in the area of online consumer finance platforms and the possibility that the PRC government authority may promulgate new laws and regulations regulating online consumer finance platforms in the future, there are substantial uncertainties regarding the interpretation and application of current or future PRC laws and regulations for the online consumer finance industry, and there can be no assurance that the PRC government authority will ultimately take a view that is consistent with ours.

Our business depends on our ability to collect payment on and service the transactions we facilitate.

We have implemented payment and collection policies and practices designed to optimize regulatory compliant repayment, while also providing superior borrower experience. Our collection process is divided into distinct stages based on the severity of delinquency, which dictates the level of collection steps taken. For example, automatic reminders through text, voice and instant messages are sent to a delinquent borrower as soon as the collections process commences. Our collection team will also make phone calls to borrowers following the first missed payment and periodically thereafter. Our collection team also disclose such delinquency to Zhima Credit if a payment is more than 20 calendar days past due. Despite our servicing and collection efforts, we cannot assure you that we will be able to collect payments on the transactions we facilitate as expected. If borrowers default on their payment obligations, we are generally obligated to repay our institutional funding partners all or a percentage of loan principals and fees payable in respect of credit funded by them. Therefore, our failure to collect payment on the transactions will have a material adverse effect on our business operations and financial positions. In addition, we aim to control bad debts by utilizing and enhancing our credit assessment system rather than relying on collection efforts to maintain healthy credit performances. As such, our collection team may not possess adequate resource and manpower to collect payment on and service the transactions we facilitated. If we fail to adequately collect amounts owed, then payments of principals and financing service fees to us may be delayed or reduced and our results of operations will be adversely affected. As the amount of transactions facilitated by us increases in the future, we may devote additional resources into our collection efforts. However, there can be no assurance that we would be able to utilize such additional resources in a cost-efficient manner.

Moreover, the current regulatory regime for debt collection in the PRC remains unclear. Although we aim to ensure our collection efforts comply with the relevant laws and regulations in the PRC and we have established strict internal policies that our collections personnel do not engage in aggressive practices, we cannot assure you that such personnel will not engage in any misconduct as part of their collection efforts. Any such misconduct by our collection personnel or the perception that our collection practices are considered to be aggressive and not compliant with the relevant laws and regulations in the PRC may result in harm to our reputation and business, which could further reduce our ability to collect payments from borrowers, lead to decrease in the willingness of prospective borrowers to apply for and utilize our credit or fines and penalties imposed by the relevant regulatory authorities, any of which may have a material adverse effect on our results of operations.

Fluctuations in interest rates could negatively affect the amount of transactions facilitated by us and cost of capital for funds provided to borrowers.

All credit facilitated by us have fixed financing service fees. If prevailing market interest rates rise, our cost of capital for funds will increase, which may force us to increase the financing service fees we charge. If our borrowers decide not to utilize our credit products because of such an increase in financing service fees, our ability to retain existing borrowers, attract or engage prospective borrowers as well as our competitive position may be severely limited. We cannot assure you that we will be able to effectively manage such interest risk at all times or pass on any increase in interest rate to our borrowers. If we are unable to effectively manage such an increase, our business, profitability, results of operations and financial condition could be materially and adversely affected. If prevailing market interest rates decrease and we fail to adjust the amount of financing service fees we charge accordingly, prospective borrowers may take advantage of the lower funding cost offered by other parties. As a result, any fluctuation in the interest rate environment may discourage borrowers from making credit applications from us or utilize their approved credit, which may adversely affect our business.

If we are unable to provide a high quality borrower experience, our business and reputation may be materially and adversely affected.

The success of our business largely depends on our ability to provide high quality borrower experience, which in turn depends on a variety of factors. These factors include our ability to continue to offer credit products

at competitive amount of financing service fees and adequate credit limits, reliable and user-friendly website interface and mobile apps for borrowers to browse, apply for credit, and purchase merchandise, and further improve our online credit approval process, source merchandise sold on our marketplace to respond to borrower's demands and preferences. If borrowers are not satisfied with our credit products, the merchandise sold on our marketplace or our services, or our system is severely interrupted or otherwise fail to meet the borrowers' requests, our reputation and borrower loyalty could be adversely affected.

In addition, we depend on our in-house call center to provide certain services to our users. If our user service representatives fail to provide satisfactory service, or if waiting time is too long due to the high volume of calls from users and borrowers at peak times, our brands and borrower loyalty may be adversely affected. In addition, any negative publicity or poor feedback regarding our borrower service may harm our brands and reputation and in turn cause us to lose borrowers and market share. As a result, if we are unable to continue to maintain or enhance our borrower experience and provide a high quality borrower service, we may not be able to retain borrowers or attract prospective borrowers, which could have a material adverse effect on our business, financial condition and results of operations.

Our quarterly results may fluctuate significantly and may not fully reflect the underlying performance of our business.

Our quarterly results of operations, including the levels of our total revenues, operating cost and expenses, net (loss)/income and other key metrics, may vary significantly in the future due to a variety of factors, some of which are outside of our control, and period-to-period comparisons of our operating results may not be meaningful, especially given our limited operating history. Accordingly, the results for any one quarter are not necessarily an indication of future performance. Fluctuations in quarterly results may adversely affect the price of our ADSs. Factors that may cause fluctuations in our quarterly financial results include:

- our ability to attract new borrowers and maintain relationships with existing borrowers;
- the amount of transactions;
- the mix of products we offer;
- delinquency rates of transactions we facilitate;
- the amount and timing of operating cost and expenses related to acquiring borrowers and the maintenance and expansion of our business, operations and infrastructure;
- our ability to establish relationship with additional institutional funding partners and maintain relationships with existing institutional funding partners;
- our ability to secure funding for credit we facilitate on reasonable terms;
- our emphasis on borrower experience instead of near-term growth;
- the timing of expenses related to the development or acquisition of technologies or businesses;
- proper and sufficient allowance and charge-off policies and implementation;
- network outages or security breaches;
- general economic, industry and market conditions; and
- changes in applicable laws and regulations.

In addition, we experience seasonality in our business, reflecting a combination of seasonality patterns of the retail market and our promotional activities. In recent years, many online and offline retailers in China hold promotions on November 11 and December 12 of each year, which drives significant increase in retail sales. Higher retail sales during the shopping seasons may generate greater demand for our credit products. As a result,

we typically record higher total revenues during the fourth quarter of each year compared to other quarters. On the other hand, our total revenues for the first quarter tend to be lower due to the Chinese New Year holiday that generally reduces borrowing activities. In addition, we hold promotional campaigns on March 21 (our anniversary), November 11 and December 12 by offering lower amount of financing service fees, which may also increase the number of borrowers who utilize our credit products and thus increase our total revenues for the relevant periods. On the other hand, lower financing service fee amount may decrease our margin for the relevant periods. Due to our limited operating history, the seasonal trends that we have experienced in the past may not apply to, or be indicative of, our future operating results.

Uncertainties relating to the growth of the retail industry in China in general, and the online retail industry in particular, could adversely affect revenues from our cash and merchandise credit products and our business prospects.

We generate our revenue from the provision of both cash and merchandise credit products which we believe are mainly used for day-to-day discretionary consumption purposes. As a result, our cash and merchandise credit products businesses are affected by the development of the retail industry, and in particular the online retail industry, in China. The long-term viability and prospects of various online retail business models in China remain relatively untested. As such, demand for our credit products and our future results of operations will depend on numerous factors affecting the development of the online retail industry in China, which may be beyond our control. These factors include:

- the growth of Internet, broadband, personal computer and mobile penetration and usage in China, and the rate of any such growth;
- the trust and confidence level of online retail and mobile commerce consumers, including our users, in China, as well as changes in borrower demographics and consumer tastes and preferences;
- the selection, price and popularity of merchandise that we and our competitors offer online;
- whether alternative retail channels or business models that better address the needs of consumers emerge in China; and
- the development of fulfillment, payment and other ancillary services associated with retail and mobile commerce purchases.

A decline in the popularity of online shopping in general, especially through the use of credit products, or any failure by us to adapt our marketplace and improve the online shopping experience of our users in response to trends and user requirements, may adversely affect our results of operations and business prospects.

Our success and future growth depend significantly on our successful marketing efforts, and if we are unable to promote and maintain our brands in an effective and cost-efficient way, our business and financial results may be harmed.

We believe that developing and maintaining awareness of our brands effectively is critical to attracting new and retaining existing borrowers. Successful promotion of our brands and our ability to attract quality borrowers depend largely on the effectiveness of our marketing efforts and the success of the channels we use to promote our brands and credit products. Our efforts to build our brands may cause us to incur significant expenses. These efforts may not result in increased revenue in the immediate future or at all and, even if they do, any increases in revenue may not offset the expenses incurred. If we fail to successfully promote and maintain our brands while incurring substantial expenses, our results of operations and financial condition would be adversely affected, which may impair our ability to grow our business.

Our business and internal systems rely on software that is highly technical, and if it contains undetected errors, our business could be adversely affected.

Our business and internal systems rely on software that is highly technical and complex. In addition, our business and internal systems depend on the ability of such software to store, retrieve, process and manage large amounts of data. The software on which we rely has contained, and may now or in the future contain, undetected errors or bugs. Some errors may only be discovered after the code has been released for external or internal use. Errors or other design defects within the software on which we rely may result in a negative experience for users, delay introductions of new features or enhancements, result in errors or compromise our ability to protect user data or our intellectual property, or affect the accuracy of our operating data. Any errors, bugs or defects discovered in the software on which we rely could result in harm to our reputation, loss of users, liability for damages, any of which could adversely affect our business, financial condition and results of operations.

Any significant disruption in our information technology systems, including events beyond our control, could prevent us from offering our products, thereby reduce the attractiveness of our products and result in a loss of borrowers or institutional funding partners.

In the event of a system outage and physical data loss, our ability to provide credit products would be materially and adversely affected. The satisfactory performance, reliability and availability of our technology and our underlying network infrastructure are critical to our operations, user service, reputation and our ability to attract new and retain existing borrowers and institutional funding partners. Our information technology systems infrastructure is currently deployed and our data is currently maintained on customized cloud computing services in China. Our operations depend on the service provider's ability to protect its and our systems in its facilities against damage or interruption from natural disasters, power or telecommunications failures, air quality issues, environmental conditions, computer viruses or attempts to harm our systems, criminal acts and similar events. Since the launch of our business, we had experienced one system outage during the holiday seasons in China due to competition for available cloud computing services provided by our service provider and we cannot assure you that such incidents will not occur in the future. Moreover, if our arrangement with this service provider is terminated or if there is a lapse of service or damage to their facilities, we could experience interruptions in our service as well as delays and additional expense in arranging new credit for borrowers.

Any interruptions or delays in our service, whether as a result of third-party error, our error, natural disasters or security breaches, whether accidental or willful, could harm our relationships with borrowers and institutional funding partners and our reputation. Additionally, in the event of damage or interruption, our insurance policies may not adequately compensate us for any losses that we may incur. We also may not have sufficient capacity to recover all data and services in the event of an outage. These factors could prevent us from processing credit applications and other business operations, damage our brands and reputation, divert our employees' attention, reduce our revenue, subject us to liability and cause borrowers and institutional funding partners to abandon our credit products, any of which could adversely affect our business, financial condition and results of operations.

Misconduct and errors by our employees and parties we collaborate with could harm our business and reputation.

We are exposed to many types of operational risks, including the risk of misconduct and errors by our employees and parties that we collaborate with. Our business depends on our employees and/or business partners to interact with users, process large numbers of transactions, deliver merchandise purchased by borrowers, providing user and after-sale product services and support the collection process, all of which involve the use and disclosure of personal information. We could be materially and adversely affected if transactions were redirected, misappropriated or otherwise improperly executed, if personal information was disclosed to unintended recipients or if an operational breakdown or failure in the processing of transactions occurred, whether as a result of human error, purposeful sabotage or fraudulent manipulation of our operations or systems. It is not always possible to identify and deter misconduct or errors by employees or business partners, and the precautions we

take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses. If any of our employees or business partners take, convert or misuse funds, documents or data or fail to follow our rules and procedures when interacting with users, we could be liable for damages and subject to regulatory actions and penalties. We could also be perceived to have facilitated or participated in the illegal misappropriation of funds, documents or data, or the failure to follow our rules and procedures, and therefore be subject to civil or criminal liability. Any of these occurrences could result in our diminished ability to operate our business, potential liability to users, inability to attract users, reputational damage, regulatory intervention and financial harm, which could negatively impact our business, financial condition and results of operations.

If we are unable to protect the confidential information of our users and adapt to the relevant regulatory framework as to protection of such information, our business and operations may be adversely affected.

We collect, store and process certain personal and other sensitive data from our users, which makes us an attractive target and potentially vulnerable to cyber-attacks, computer viruses, physical or electronic break-ins or similar disruptions. While we have taken steps to protect the confidential information that we have access to, our security measures could be breached. Because techniques used to sabotage or obtain unauthorized access to systems change frequently and generally are not recognized until they are launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. Any accidental or willful security breaches or other unauthorized access to our system could cause confidential user information to be stolen and used for criminal purposes. Security breaches or unauthorized access to confidential information could also expose us to liability related to the loss of the information, time-consuming and expensive litigation and negative publicity. If security measures are breached because of third-party action, employee error, malfeasance or otherwise, or if design flaws in our technology infrastructure are exposed and exploited, our relationships with users could be severely damaged, we could incur significant liability and our business and operations could be adversely affected.

In addition, PRC government authorities have enacted a series of laws and regulations in regard of the protection of personal information, under which internet service providers and other network operators are required to comply with the principles of legality, justification and necessity, to clearly indicate the purposes, methods and scope of any information collection and usage, and to obtain the consent of users, as well as to establish user information protection system with appropriate remedial measures. We have obtained the consents from our users to use their personal information within the scope of authorization and we have taken technical measures to ensure the security of such personal information and prevent the personal information from being divulged, damaged or lost. However, there is uncertainty as to the interpretation and application of such laws which may be interpreted and applied in a manner inconsistent with our current policies and practices or require changes to the features of our system. We cannot assure you that our existing user information protection system and technical measures will be considered sufficient under applicable laws and regulations. If we are unable to address any information protection concerns, or to comply with the then applicable laws and regulations, we may incur additional costs and liability and our reputation, business and operations might be adversely affected. See “Regulations — Regulations Related to Internet Information Security and Privacy Protection” for more details.

If we fail to maintain proper and effective internal controls, our ability to produce accurate financial statements on a timely basis could be impaired.

We will be subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act and the rules and regulations of the NYSE after the completion of this offering. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal controls over financial reporting. Commencing with our fiscal year ending December 31, 2018, we must perform system and process evaluation and testing of our internal controls over financial reporting to allow management to report on the effectiveness of our internal controls over financial reporting in our Form 20-F filing for that year, as required by Section 404 of the Sarbanes-Oxley Act. In addition, once we cease to be an “emerging growth company” as the

term is defined in the JOBS Act, our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting. Our management may conclude that our internal control over financial reporting is not effective. Moreover, even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is qualified if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated or reviewed, or if it interprets the relevant requirements differently from us. This will require that we incur substantial additional professional fees and internal costs to expand our accounting and finance functions and that we expend significant management efforts. Prior to this offering, we were a private company with limited accounting personnel and other resources with which to address our internal controls and procedures, and we were never required to test our internal controls within a specified period, and, as a result, we may experience difficulty in meeting these reporting requirements in a timely manner. Our management has not completed an assessment of the effectiveness of our internal control over financial reporting and our independent registered public accounting firm has not conducted an audit of our internal control over financial reporting.

In addition, our internal control over financial reporting will not prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud will be detected.

If we are not able to comply with the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner, or if we are unable to maintain proper and effective internal controls, we may not be able to produce timely and accurate financial statements. If that were to happen, the market price of our ADSs could decline and we could be subject to sanctions or investigations by the NYSE, SEC or other regulatory authorities.

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

We regard our trademarks, domain names, copyrights, know-how, proprietary technologies and similar intellectual property as critical to our success, and we rely on trademark and trade secret law and confidentiality, invention assignment and non-compete agreements with our employees and others to protect our proprietary rights. See "Business — Intellectual Property" and "Regulations — Regulations Related to Intellectual Property Rights." However, we cannot assure you that any of our intellectual property rights would not be challenged, invalidated or circumvented, or such intellectual property will be sufficient to provide us with competitive advantages. In addition, other parties may misappropriate our intellectual property rights, which would cause us to suffer economic or reputational damages. Because of the rapid pace of technological change, nor can we assure you that all of our proprietary technologies and similar intellectual property will be patented in a timely or cost-effective manner, or at all. Furthermore, parts of our business rely on technologies developed or licensed by other parties, or co-developed with other parties, and we may not be able to obtain or continue to obtain licenses and technologies from these other parties on reasonable terms, or at all.

It is often difficult to register, maintain and enforce intellectual property rights in China. Statutory laws and regulations are subject to judicial interpretation and enforcement and may not be applied consistently due to the lack of clear guidance on statutory interpretation. Confidentiality, invention assignment and non-compete agreements may be breached by counterparties, and there may not be adequate remedies available to us for any such breach. Accordingly, we may not be able to effectively protect our intellectual property rights or to enforce our contractual rights in China. Preventing any unauthorized use of our intellectual property is difficult and costly and the steps we take may be inadequate to prevent the misappropriation of our intellectual property. In the event that we resort to litigation to enforce our intellectual property rights, such litigation could result in substantial costs and a diversion of our managerial and financial resources. We can provide no assurance that we will prevail in such litigation. In addition, our trade secrets may be leaked or otherwise become available to, or be

independently discovered by, our competitors. To the extent that our employees or consultants use intellectual property owned by others in their work for us, disputes may arise as to the rights in related know-how and inventions. Any failure in protecting or enforcing our intellectual property rights could have a material adverse effect on our business, financial condition and results of operations.

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

We cannot be certain that our operations or any aspects of our business do not or will not infringe upon or otherwise violate trademarks, copyrights, know-how, proprietary technologies or other intellectual property rights held by other parties. We may be from time to time in the future subject to legal proceedings and claims relating to the intellectual property rights of others. In addition, there may be other parties' trademarks, copyrights, know-how, proprietary technologies or other intellectual property rights that are infringed by our credit products or other aspects of our business without our awareness. Holders of such intellectual property rights may seek to enforce such intellectual property rights against us in China, the United States or other jurisdictions. If any infringement claims are brought against us, we may be forced to divert management's time and other resources from our business and operations to defend against these claims, regardless of their merits.

Additionally, the application and interpretation of China's intellectual property right laws and the procedures and standards for granting trademarks, copyrights, know-how, proprietary technologies or other intellectual property rights in China are still evolving and are uncertain, and we cannot assure you that PRC courts or regulatory authorities would agree with our analysis. If we were found to have violated the intellectual property rights of others, we may be subject to liability for our infringement activities or may be prohibited from using such intellectual property, and we may incur licensing fees or be forced to develop alternatives of our own. As a result, our business and results of operations may be materially and adversely affected.

We may incur liability for merchandise sold on our marketplace that are without or have yet to receive proper authorization, infringe on other parties' intellectual property rights, or fail to comply with related permits or filing requirements.

We currently collaborate with more than 480 merchandise suppliers, including leading brands and their authorized distributors for our merchandise credit product business. Although we have adopted measures to verify the authenticity and authorization of merchandise offered on our marketplace and avoid potential infringement of any rights of other parties in the course of sourcing these merchandise, we may not always be successful. In the event that counterfeit, unauthorized or infringing merchandise is sold on our mobile apps or infringing content is posted on our websites, we could face claims that we should be held liable. We had in the past received a few claims alleging that merchandise sold on our marketplace infringed on other parties' rights and had worked with the relevant merchandise suppliers for product return and exchange of such merchandise. Although these claims have been immaterial to our business, results of operations and financial condition, if any material claim occurs in the future, irrespective of the validity of such claims, we may incur significant costs and efforts in either defending against or settling such claims. If there is a successful claim against us, we might be required to pay substantial damages or refrain from further sale of the relevant merchandise. Potential liability under PRC law if we negligently participated or assisted in infringement activities associated with counterfeit goods includes injunctions to cease infringing activities, rectification, compensation, administrative penalties and even criminal liability. Moreover, such claims or administrative penalties could result in negative publicity and our reputation could be severely damaged. Any of these events could have a material and adverse effect on our business, results of operations or financial condition.

We may be required to segregate our own assets from those assets of the institutional funding partners and borrowers.

Pursuant to the Internet Finance Guidelines and the Implementing Scheme of Special Rectification of Risks in the Internet Finance Sector adopted in April 2016, online finance institutions are required to segregate assets

of the institutional funding partners and borrowers in a custodian bank from their own assets. However, there is uncertainty as to the implementation of such regulations, and the scope of online finance institutions which are subject to such assets segregation liabilities remains unclear. In addition, commercial banks in the PRC currently only provide custodian services to online lending information intermediary institutions as defined under the Interim Online Lending Information Intermediary Measures. We do not consider ourselves as an online lending information intermediary institution as defined under the Interim Online Lending Information Intermediary Measures, and we currently do not engage commercial banks in the PRC to provide such custodian services to us. We use our best efforts to separate our own assets from those assets of the institutional funding partners to whom we transfer credit drawdowns by setting up separate bank accounts to monitor the assets of such institutional funding partners. However, since such bank accounts are still under our names and all the assets are therefore considered be owned by us from a PRC legal perspective, if any person enforces a judgment against our assets, the assets of the institutional funding partners and borrowers will be enforced against as well. In addition, if we are deemed as an online lending information intermediary institution by the applicable regulatory authorities under the Interim Online Lending Information Intermediary Measures in the future, we may be subject to regulatory measures, such as warnings, fines and other measures permitted under the law, for our current practices.

Any failure by us, institutional funding partners or payment processors to comply with applicable anti-money laundering and anti-terrorist financing laws and regulations could damage our reputation, expose us to significant penalties, and decrease our revenues and profitability.

We have implemented various policies and procedures in compliance with all applicable anti-money laundering and anti-terrorist financing laws and regulations, including internal controls and “know-your-customer” procedures, for preventing money laundering and terrorist financing. In addition, we rely on our institutional funding partners and payment processors, in particular online payment companies that handle the transfer of funds from institutional funding partners to us and the borrowers, to have their own appropriate anti-money laundering policies and procedures. Certain of our institutional funding partners and online payment companies are subject to anti-money laundering obligations under applicable anti-money laundering laws and regulations and are regulated in that respect by the PBOC. We have adopted commercially reasonable procedures for monitoring our institutional funding partners and payment processors.

We have not been subject to fines or other penalties, or suffered business or other reputational harm, as a result of actual or alleged money laundering or terrorist financing activities in the past. However, our policies and procedures may not be completely effective in preventing other parties from using us, any of our institutional funding partners, or payment processors as a conduit for money laundering (including illegal cash operations) or terrorist financing without our knowledge. If we were to be associated with money laundering (including illegal cash operations) or terrorist financing, our reputation could suffer and we could become subject to regulatory fines, sanctions, or legal enforcement, including being added to any “blacklists” that would prohibit certain parties from engaging in transactions with us, all of which could have a material adverse effect on our financial condition and results of operations. Even if we, our institutional funding partners and payment processors comply with the applicable anti-money laundering laws and regulations, we, institutional funding partners and payment processors may not be able to fully eliminate money laundering and other illegal or improper activities in light of the complexity and the secrecy of these activities. Any negative perception of the industry, such as that arises from any failure of other online consumer finance service providers to detect or prevent money laundering activities, even if factually incorrect or based on isolated incidents, could compromise our image, undermine the trust and credibility we have established, and negatively impact our financial condition and results of operation.

The Internet Finance Guidelines purport, among other things, to require internet finance service providers to comply with certain anti-money laundering requirements, including the establishment of a customer identification program, the monitoring and reporting of suspicious transactions, the preservation of customer information and transaction records, and the provision of assistance to the public security department and judicial authority in investigations and proceedings in relation to anti-money laundering matters. The PBOC will

formulate implementing rules to further specify the anti-money laundering obligations of Internet finance service providers. We cannot assure you that the anti-money laundering policies and procedures we have adopted will be deemed to be in compliance with applicable anti-money laundering implementing rules if and when adopted.

From time to time we may evaluate and potentially consummate strategic investments or acquisitions, which could require significant management attention, disrupt our business and adversely affect our financial results.

We may evaluate and consider strategic investments, combinations, acquisitions or alliances to further increase the value of our credit products and better serve borrowers and enhance our competitive position. For example, to further enhance user engagement efforts, in October 2016 we formed a joint venture with Ant Financial. The joint venture provides services covering various aspects of the daily life of college students, including those related to academia, social connection, networking and other campus life related services.

These transactions could be material to our financial condition and results of operations if consummated. If we are able to identify an appropriate business opportunity, we may not be able to successfully consummate the transaction and, even if we do consummate such a transaction, we may be unable to obtain the benefits or avoid the difficulties and risks of such transaction, which may result in investment losses.

Strategic investments or acquisitions will involve risks commonly encountered in business relationships, including:

- difficulties in assimilating and integrating the operations, personnel, systems, data, technologies, products and services of the acquired business;
- inability of the acquired technologies, products or businesses to achieve expected levels of revenue, profitability, productivity or other benefits including the failure to successfully further develop the acquired technology;
- difficulties in retaining, training, motivating and integrating key personnel;
- diversion of management's time and resources from our normal daily operations and potential disruptions to our ongoing businesses;
- difficulties in maintaining uniform standards, controls, procedures and policies within the combined organizations;
- difficulties in retaining relationships with borrowers, institutional funding partners, merchandise suppliers, employees and other partners of the acquired business;
- risks of entering markets in which we have limited or no prior experience;
- regulatory risks, including remaining in good standing with existing regulatory bodies or receiving any necessary pre-closing or post-closing approvals, as well as being subject to new regulators with oversight over an acquired business;
- assumption of contractual obligations that contain terms that are not beneficial to us, require us to license or waive intellectual property rights or increase our risk for liability;
- liability for activities of the acquired business before the acquisition, including intellectual property infringement claims, violations of laws, commercial disputes, tax liabilities and other known and unknown liabilities; and
- unexpected costs and unknown risks and liabilities associated with strategic investments or acquisitions.

We may not make any investments or acquisitions, or any future investments or acquisitions may not be successful, may not benefit our business strategy, may not generate sufficient revenues to offset the associated acquisition costs or may not otherwise result in the intended benefits.

Our business depends on the continued efforts of our senior management. If one or more of our key executives were unable or unwilling to continue in their present positions, our business may be severely disrupted.

Our business operations depend on the continued services of our senior management, particularly the executive officers named in this prospectus. In particular, Mr. Min Luo, our founder, chairman and chief executive officer, is critical to the management of our business and operations and the development of our strategic direction. While we have provided different incentives to our management, we cannot assure you that we can continue to retain their services. If one or more of our key executives were unable or unwilling to continue in their present positions, we may not be able to replace them easily or at all, our future growth may be constrained, our business may be severely disrupted and our financial condition and results of operations may be materially and adversely affected, and we may incur additional expenses to recruit, train and retain qualified personnel. In addition, although we have entered into confidentiality and non-competition agreements with our management, there is no assurance that any member of our management team will not join our competitors or form a competing business. If any dispute arises between our current or former officers and us, we may have to incur substantial costs and expenses in order to enforce such agreements in China or we may be unable to enforce them at all.

Competition for employees is intense, and we may not be able to attract and retain the qualified and skilled employees needed to support our business.

We believe our success depends on the efforts and talent of our employees, including technology and product development, risk management, operation management and finance personnel. Our future success depends on our continued ability to attract, develop, motivate and retain qualified and skilled employees. Competition for highly skilled technical, risk management, operation management and financial personnel is extremely intense. We may not be able to hire and retain these personnel at compensation levels consistent with our existing compensation and salary structure. Some of the companies with which we compete for experienced employees have greater resources than we have and may be able to offer more attractive terms of employment.

In addition, we invest significant time and expenses in training our employees, which increases their value to competitors who may seek to recruit them. If we fail to retain our employees, we could incur significant expenses in hiring and training their replacements, and the quality of our services and our ability to serve borrowers and investors could diminish, resulting in a material adverse effect to our business.

We have identified a material weakness in our internal controls as of December 31, 2016, and if we fail to maintain an effective system of internal controls, 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 the ADSs may be adversely affected.

Prior to this offering, we have been a private company with limited accounting personnel and other resources with which to address our internal controls. In the course of auditing our consolidated financial statements, we and our independent registered public accounting firm identified a material weakness in our internal controls. A material weakness is a deficiency, or combination of deficiencies, in internal controls, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. One material weakness relates to our lack of sufficient number of financial reporting personnel with appropriate level of knowledge and experience in application of U.S. GAAP and SEC rules and regulations commensurate with our reporting requirements. Although we have begun to implement measures to address the material weakness, implementation of those measures may not fully remediate the material weakness in a timely manner. In the future we may determine that we have additional material weaknesses, or our independent registered public accounting firm may disagree with our management assessment of the effectiveness of our internal controls.

If we fail to establish and maintain adequate internal controls, we could suffer material misstatements in our financial statements and fail to meet our reporting obligations, which would likely cause investors to lose confidence in our reported financial information. This could limit our access to capital markets, adversely affect our results of operations and lead to a decline in the trading price of the ADSs. Additionally, ineffective internal controls could expose us to increased risk of fraud or misuse of corporate assets and subject us to potential delisting from the stock exchange on which we list or to other regulatory investigations and civil or criminal sanctions. We could also be required to restate our historical financial statements.

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

The economy in China has experienced increases in inflation and labor costs in recent years. As a result, average wages in the PRC are expected to continue to increase. In addition, we are required by PRC laws and regulations to pay various statutory employee benefits, including pension, housing fund, medical insurance, work-related injury insurance, unemployment insurance and maternity insurance to designated government agencies for the benefit of our employees. The relevant government agencies may examine whether an employer has made adequate payments to the statutory employee benefits, and those employers who fail to make adequate payments may be subject to late payment fees, fines and/or other penalties. We expect that our labor costs, including wages and employee benefits, will continue to increase. Unless we are able to control our labor costs or pass on these increased labor costs, our financial condition and results of operations may be adversely affected.

We may be subject to claims under consumer protection laws, including health and safety claims and product liability claims, if property or people are harmed by the merchandise and services offered on our marketplace.

Our marketplace allows consumers to buy merchandise from third-party merchandise suppliers, and some of such merchandise may be defectively designed or manufactured. Operators of online marketplaces in the PRC are subject to certain provisions of consumer protection laws even where the operator is not the supplier of the product or service purchased by the consumer. As a result, sales of defective merchandise could expose us to product liability claims relating to personal injury or property damage or other actions. In addition, if we do not take appropriate remedial action against merchandise suppliers for actions they engage in that we know, or should have known, would infringe upon the rights and interests of consumers, we may be held jointly liable with the merchandise suppliers for such infringement. Moreover, applicable consumer protection laws in China provide that trading platforms will be held liable for failing to meet any undertakings that the platforms make to consumers with regard to merchandise listed on their websites or mobile apps. Furthermore, we are required to report to the State Administration of Industry and Commerce, or the SAIC, or its local branches any violation of applicable laws, regulations or SAIC rules by merchandise suppliers or service providers, such as sales of goods without proper license or authorization, and to take appropriate remedial measures, including ceasing to provide services to the relevant merchandise suppliers. We may also be held jointly liable with merchandise suppliers who do not possess the proper licenses or authorizations to sell goods or sell goods that do not meet product standards. In addition, we may face activist litigation in China by plaintiffs claiming damages based on consumer protection laws, which may result in increased costs in defending such suits and damages should we not prevail, which could materially and adversely affect our reputation and brands and our results of operations. We do not maintain product liability insurance for merchandise offered on our marketplace, and our rights of indemnity from our merchandise suppliers may not adequately cover us for any liability we may incur. Even unsuccessful claims could result in the expenditure of funds and management time and resources and could materially reduce our net income and profitability.

Under our standard form agreements, we require merchandise suppliers to indemnify us for any losses we suffer or any costs that we incur due to any merchandise offered by these merchandise suppliers. However, not all of our agreements with merchandise suppliers include such terms, and for those agreements that include such terms, we may not be able to successfully enforce our contractual rights and may need to initiate costly and lengthy legal proceedings in China to protect our rights.

If we cannot maintain our corporate culture as we grow, we could lose the innovation, collaboration and focus that contribute to the success of our business.

We believe that a critical component of our success is our corporate culture, which we believe cultivates efficiency, fosters innovation, encourages teamwork and embraces changes and development. As we develop the infrastructure of a public company and continue to grow, we may find it difficult to maintain these valuable aspects of our corporate culture. Any failure to preserve our culture could negatively impact our future success, including our ability to attract and retain employees, encourage innovation and teamwork and effectively focus on and pursue our corporate objectives.

We do not have any business insurance coverage.

Insurance companies in China currently do not offer as extensive an array of insurance products as insurance companies in more developed economies. Currently, 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 business disruptions 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.

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

Any prolonged slowdown in the Chinese or global economy may have a negative impact on our business, results of operations and financial condition. In particular, general economic factors and conditions in China or worldwide, including the general interest rate environment and unemployment rates, may affect borrowers' willingness to seek credit and institutional funding partners' ability and desire to fund credit drawdowns facilitated by us. Economic conditions in China are sensitive to global economic conditions. The global financial markets have experienced significant disruptions since 2008 and the United States, Europe and other economies have experienced periods of recession. The recovery from the lows of 2008 and 2009 has been uneven and there are new challenges, including the escalation of the European sovereign debt crisis from 2011 and the slowdown of China's economic growth since 2012, which may continue. There is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies adopted by the central banks and financial authorities of some of the world's leading economies, including the United States and China. There have also been concerns over unrest in Ukraine, the Middle East and Africa, which have resulted in volatility in financial and other markets. There have also been concerns over the expected withdrawal of the United Kingdom from the European Union as well as the outcome of the United States presidential election in November 2016. There have also been concerns about the economic effect of the tensions in the relationship between China and surrounding Asian countries. If present Chinese and global economic uncertainties persist, we may have difficulty in obtaining funding sources to fund the credit utilized by borrowers. Adverse economic conditions could also reduce the number of quality borrowers seeking credit from us, as well as their ability to make payments. Should any of these situations occur, the amount of transactions facilitated to borrowers and our revenue will decline, and our business and financial condition will be negatively impacted. Additionally, continued turbulence in the international markets may adversely affect our ability to access the capital markets to meet liquidity needs.

Borrower growth and activity on mobile devices depends upon effective use of mobile operating system, networks and standards, which we do not control.

Our credit products are offered through mobile apps. As new mobile devices and platforms are released, it is difficult to predict the problems we may encounter in developing applications for these new devices and platforms, and we may need to devote significant resources to the development, support and maintenance of such applications. In addition, our future growth and our results of operations could suffer if we experience difficulties

in the future in integrating our credit products into mobile devices or if problems arise with our relationships with providers of mobile operating systems or mobile app stores, or if we face increased costs to distribute or have users utilize our credit products on mobile devices. We are further dependent on the interoperability of providing our credit products on popular mobile operating systems that we do not control, such as iOS and Android, and any changes in such systems that degrade the accessibility of our credit products or give preferential treatment to competing products could adversely affect the usability of our credit products on mobile devices. In the event that it is more difficult for our users to access and utilize our credit products on their mobile devices, or if our users choose not to access or utilize our credit products on their mobile devices or to use mobile operating systems that do not offer access to our credit products, our user growth could be harmed and our business, financial condition and operating results may be adversely affected.

Our operations depend on the performance of the Internet infrastructure and fixed telecommunications networks in China.

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

In addition, we have no control over the costs of the services provided by telecommunication service providers which in turn, may affect our costs of utilizing customized cloud computing services. If the prices we pay for customized cloud computing services rise significantly, our results of operations may be adversely affected. Furthermore, if Internet access fees or other charges to Internet users increase, our user traffic may decline and our business may be harmed.

We face risks related to natural disasters, health epidemics and other outbreaks, which could significantly disrupt our operations.

We are vulnerable to natural disasters and other calamities. Fire, floods, typhoons, earthquakes, power loss, telecommunications failures, break-ins, war, riots, terrorist attacks or similar events may give rise to server interruptions, breakdowns, system 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 our credit products.

Our business could also be adversely affected by the effects of Ebola virus disease, H1N1 flu, H7N9 flu, avian flu, Severe Acute Respiratory Syndrome, or SARS, or other epidemics. Our business operations could be disrupted if any of our employees is suspected of having Ebola virus disease, H1N1 flu, H7N9 flu, avian flu, SARS or other epidemic, since it could require our employees to be quarantined and/or our offices to be disinfected. In addition, our results of operations could be adversely affected to the extent that any of these epidemics harms the Chinese economy in general.

Risks Relating to Our Corporate Structure

If the PRC government deems that the contractual arrangements in relation to our consolidated VIEs do not comply with PRC regulatory restrictions on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.

The PRC government regulates telecommunications-related businesses through strict business licensing requirements and other government regulations. These laws and regulations also include limitations on foreign ownership of PRC companies that engage in telecommunications-related businesses. Specifically, foreign investors are not allowed to own more than a 50% equity interest in any PRC company engaging in value-added telecommunications businesses, with certain exceptions relating to online retail and mobile commerce which does not apply to us. The primary foreign investor must also have experience and a good track record in providing value-added telecommunications services, or VATS, overseas.

Because we are an exempted company incorporated in the Cayman Islands, we are classified as a foreign enterprise under PRC laws and regulations, and our wholly-owned PRC subsidiary, Ganzhou Qufenqi, is a foreign-invested enterprise, or an FIE. To comply with PRC laws and regulations, we conduct our business in China through our consolidated VIEs and their affiliates. Ganzhou Qufenqi has entered into a series of contractual arrangements with our consolidated VIEs and their shareholders. In addition, pursuant to the resolutions of all shareholders of Qudian Inc. and the resolutions of the board of directors of Qudian Inc., the board of directors of Qudian Inc. or any officer authorized by such board shall cause Ganzhou Qufenqi to exercise Ganzhou Qufenqi's rights under the power of attorney agreements entered into among Ganzhou Qufenqi, Beijing Happy Time and the nominee shareholders of Beijing Happy Time and Ganzhou Qufenqi's rights under the exclusive call option agreement between Ganzhou Qufenqi and Beijing Happy Time. As a result of these resolutions and the provision of unlimited financial support from the Company to Beijing Happy Time, Qudian Inc. has been determined to be most closely associated with Beijing Happy Time within the group of related parties and was considered to be the primary beneficiary of Beijing Happy Time and its subsidiaries. For a description of these contractual arrangements, see "Our History and Corporate Structure — Contractual Arrangements with Consolidated VIEs and Their Shareholders."

We believe that our corporate structure and contractual arrangements comply with the current applicable PRC laws and regulations. Our PRC legal counsel, based on its understanding of the relevant laws and regulations, is of the opinion that each of the contracts among our wholly-owned PRC subsidiary, our consolidated VIEs and their shareholders is valid, binding and enforceable in accordance with its terms. However, as there are substantial uncertainties regarding the interpretation and application of PRC laws and regulations, including the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules and the Telecommunications Regulations and the relevant regulatory measures concerning the telecommunications industry, there can be no assurance that the PRC government authorities, such as the Ministry of Commerce, or the MOFCOM, or the MIIT, or other authorities that regulate online consumer finance platforms and other participants in the telecommunications industry, 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 our corporate structure and contractual arrangements are deemed by the MIIT or the MOFCOM or other regulators having competent authority to be illegal, either in whole or in part, we may lose control of our consolidated VIEs and have to modify such structure to comply with regulatory requirements. However, there can be no assurance that we can achieve this without material disruption to our business. Further, if our corporate structure and contractual arrangements are found to be in violation of any existing or future PRC laws or

regulations, the relevant regulatory authorities would have broad discretion in dealing with such violations, including:

- revoking our business and operating licenses;
- levying fines on us;
- confiscating any of our income that they deem to be obtained through illegal operations;
- shutting down our services;
- discontinuing or restricting our operations in China;
- imposing conditions or requirements with which we may not be able to comply;
- requiring us to change our corporate structure and contractual arrangements;
- restricting or prohibiting our use of the proceeds from overseas offering to finance our PRC consolidated VIEs' business and operations; and
- taking other regulatory or enforcement actions that could be harmful to our business.

Furthermore, new PRC laws, rules and regulations may be introduced to impose additional requirements that may be applicable to our corporate structure and contractual arrangements. See "— Substantial uncertainties exist with respect to the enactment timetable, interpretation and implementation of the draft PRC Foreign Investment Law, and its enactment may materially and adversely affect our business and financial condition." Occurrence of any of these events could materially and adversely affect our business, financial condition and results of operations. In addition, if the imposition of any of these penalties or requirement to restructure our corporate structure causes us to lose the rights to direct the activities of our consolidated VIEs or our right to receive their economic benefits, we would no longer be able to consolidate the financial results of such VIEs in our consolidated financial statements. However, we do not believe that such actions would result in the liquidation or dissolution of our company, our wholly-owned subsidiaries in China or our consolidated VIEs or their subsidiaries. See "Our History and Corporate Structure — Contractual Arrangements with Consolidated VIEs and Their Shareholders."

Our contractual arrangements with our consolidated VIEs may result in adverse tax consequences to us.

We could face material and adverse tax consequences if the PRC tax authorities determine that our contractual arrangements with our consolidated VIEs were not made on an arm's length basis and adjust our income and expenses for PRC tax purposes by requiring a transfer pricing adjustment. A transfer pricing adjustment could adversely affect us by (i) increasing the tax liabilities of our consolidated VIEs without reducing the tax liability of our subsidiaries, which could further result in late payment fees and other penalties to our consolidated VIEs for underpaid taxes; or (ii) limiting the ability of our consolidated VIEs to obtain or maintain preferential tax treatments and other financial incentives.

We rely on contractual arrangements with our consolidated VIEs and their shareholders to operate our business, which may not be as effective as direct ownership in providing operational control and otherwise have a material adverse effect as to our business.

We rely on contractual arrangements with our consolidated VIEs and their shareholders to operate our business. For a description of these contractual arrangements, see "Our History and Corporate Structure — Contractual Arrangements with Consolidated VIEs and Their Shareholders." All of our revenue are attributed to our consolidated VIEs. These contractual arrangements may not be as effective as direct ownership in providing us with control over our consolidated VIEs. If our consolidated VIEs or their shareholders fail to perform their respective obligations under these contractual arrangements, our recourse to the assets held by our consolidated VIEs is indirect and we may have to incur substantial costs and expend significant resources to enforce such

arrangements in reliance on legal remedies under PRC law. These remedies may not always be effective, particularly in light of uncertainties in the PRC legal system. Furthermore, in connection with litigation, arbitration or other judicial or dispute resolution proceedings, assets under the name of any of record holder of equity interest in our consolidated VIEs, including such equity interest, may be put under court custody. As a consequence, we cannot be certain that the equity interest will be disposed pursuant to the contractual arrangement or ownership by the record holder of the equity interest.

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 laws and any disputes would be resolved in accordance with PRC legal procedures. The legal environment 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. In the event that we are unable to enforce these contractual arrangements, or if we suffer significant time delays or other obstacles in the process of enforcing these contractual arrangements, it would be very difficult to exert effective control over our consolidated VIEs, and our ability to conduct our business and our financial condition and results of operations may be materially and adversely affected. See "— Risks Relating to Doing Business in China — There are uncertainties regarding the interpretation and enforcement of PRC laws, rules and regulations."

Ganzhou Qudian, Hunan Qudian and Xiamen Qudian became our consolidated VIEs in 2017. Mr. Min Luo, our founder, chairman and chief executive officer, and Mr. Lianzhu Lv, our director and head of user experience department, are the only shareholders of Ganzhou Qudian, and Mr. Min Luo and Mr. Hongjia He, our vice president, are the only shareholders of Hunan Qudian. Mr. Min Luo is the only shareholder of Xiamen Qudian. We believe such shareholding structure will enhance our administrative efficiency and reduce uncertainties associated with the enforcement of the relevant contractual arrangements entered into with the new consolidated VIEs and their respective shareholder(s). Instead of relying on several shareholders' compliance with their respective contractual obligations, we will only rely on one or two shareholders' compliance for each new consolidated VIE and would only need to enforce against such shareholder(s) in the event of a breach. However, there can be no assurance that the shareholding structure of the new consolidated VIEs will deliver the expected benefits. If any of the shareholders of the new consolidated VIEs breaches his obligations under the applicable contractual arrangements, our business, financial condition and results and operations could be materially and adversely affected.

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

In connection with our operations in China, we rely on the shareholders of our consolidated VIEs to abide by the obligations under such contractual arrangements. The interests of these shareholders in their individual capacities as the shareholders of our consolidated VIEs may differ from the interests of our company as a whole, as what is in the best interests of our consolidated VIEs, including matters such as whether to distribute dividends or to make other distributions to fund our offshore requirement, may not be in the best interests of our company. There can be no assurance that when conflicts of interest arise, any or all of these individuals will act in the best interests of our company or those conflicts of interest will be resolved in our favor. In addition, these individuals may breach or cause our consolidated VIEs and their subsidiaries to breach or refuse to renew the existing contractual arrangements with us.

Currently, we do not have arrangements to address potential conflicts of interest the shareholders of our consolidated VIEs may encounter, on one hand, and as a beneficial owner of our company, on the other hand. We, however, could, at all times, exercise our option under the exclusive call option agreement to cause them to transfer all of their equity ownership in our consolidated VIEs to a PRC entity or individual designated by us as permitted by the then applicable PRC laws. In addition, if such conflicts of interest arise, we could also, in the capacity of attorney-in-fact of the then existing shareholders of our consolidated VIEs as provided under the power of attorney agreements, directly appoint new directors of our consolidated VIEs. We rely on the

shareholders of our consolidated VIEs to comply with PRC laws and regulations, which protect contracts and provide that directors and executive officers owe a duty of loyalty to our company and require them to avoid conflicts of interest and not to take advantage of their positions for personal gains, and the laws of the Cayman Islands, which provide that directors have a duty of care and a duty of loyalty to act honestly in good faith with a view to our best interests. 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 conflicts of interest or disputes between us and the shareholders of our consolidated 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.

Our corporate actions will be substantially controlled by our founder, chairman and chief executive officer, Mr. Min Luo, who will have the ability to control or exert significant influence over important corporate matters that require approval of shareholders, which may deprive you of an opportunity to receive a premium for your ADSs and materially reduce the value of your investment.

Our second amended and restated memorandum and articles of association provide that in respect of all matters subject to a shareholders' vote, each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to ten votes, voting together as one class. Upon the completion of this offering, Mr. Min Luo, our founder, chairman of the board and chief executive officer, will beneficially own all the Class B ordinary shares issued and outstanding, representing % of our aggregate voting power. As a result, Mr. Min Luo will have the ability to control or exert significant influence over important corporate matters, investors may be prevented from affecting important corporate matters involving our company that require approval of shareholders, including:

- the composition of our board of directors and, through it, any determinations with respect to our operations, business direction and policies, including the appointment and removal of officers;
- any determinations with respect to mergers or other business combinations;
- our disposition of substantially all of our assets; and
- any change in control.

These actions may be taken even if they are opposed by our other shareholders, including the holders of the ADSs. Furthermore, this concentration of ownership may also discourage, delay or prevent a change in control of our company, which could have the dual effect of depriving our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and reducing the price of the ADSs. As a result of the foregoing, the value of your investment could be materially reduced.

If the custodians or authorized users of our controlling non-tangible assets, including chops and seals, fail to fulfill their responsibilities, or misappropriate or misuse these assets, our business and operations may be materially and adversely affected.

Under PRC law, legal documents for corporate transactions, including agreements and contracts such as the leases and sales contracts that our business relies on, are executed using the chop or seal of the signing entity or with the signature of a legal representative whose designation is registered and filed with the relevant local branch of the SAIC. We generally execute legal documents by affixing chops or seals, rather than having the designated legal representatives sign the documents.

We have three major types of chops — corporate chops, contract chops and finance chops. We use corporate chops generally for documents to be submitted to government agencies, such as applications for changing business scope, directors or company name, and for legal letters. We use contract chops for executing leases and commercial contracts. We use finance chops generally for making and collecting payments, including issuing

invoices. Use of corporate chops and contract chops must be approved by our legal department and administrative department, and use of finance chops must be approved by our finance department. The chops of our subsidiaries and consolidated VIEs are generally held by the relevant entities so that documents can be executed locally. Although we usually utilize chops to execute contracts, the registered legal representatives of our subsidiaries and consolidated VIEs have the apparent authority to enter into contracts on behalf of such entities without chops, unless such contracts set forth otherwise.

In order to maintain the physical security of our chops, we generally have them stored in secured locations accessible only to the designated key employees of our legal, administrative or finance departments. Our designated legal representatives generally do not have access to the chops. Although we have approval procedures in place and monitor our key employees, including the designated legal representatives of our subsidiaries and consolidated VIEs, the procedures may not be sufficient to prevent all instances of abuse or negligence. There is a risk that our key employees or designated legal representatives could abuse their authority, for example, by binding our subsidiaries and consolidated VIEs with contracts against our interests, as we would be obligated to honor these contracts if the other contracting party acts in good faith in reliance on the apparent authority of our chops or signatures of our legal representatives. If any designated legal representative obtains control of the chop in an effort to obtain control over the relevant entity, we would need to have a shareholder or board resolution to designate a new legal representative and to take legal action to seek the return of the chop, apply for a new chop with the relevant authorities, or otherwise seek legal remedies for the legal representative's misconduct. If any of the designated legal representatives obtains and misuses or misappropriates our chops and seals or other controlling intangible assets for whatever reason, we could experience disruption to our normal business operations. We may have to take corporate or legal action, which could involve significant time and resources to resolve while distracting management from our operations, and our business and operations may be materially and adversely affected.

Substantial uncertainties exist with respect to the enactment timetable, interpretation and implementation of the draft PRC Foreign Investment Law, and its enactment may materially and adversely affect our business and financial condition.

The MOFCOM published a discussion draft of the proposed Foreign Investment Law in January 2015 aiming to, upon its enactment, replace the major existing laws and regulations governing foreign investment in China. While the MOFCOM solicited comments on this draft, substantial uncertainties exist with respect to the enactment timetable, interpretation and implementation of the proposed legislation and the extent of revision to the currently proposed draft. The draft Foreign Investment Law, if enacted as proposed, may materially impact the entire legal framework regulating foreign investments in China.

Among other things, the draft Foreign Investment Law purports to introduce 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 organized in a foreign jurisdiction, but cleared by the MOFCOM as "controlled" by PRC entities and/or citizens, would nonetheless be treated as a PRC domestic entity for investment in the "restriction category" that could appear on any such "negative list." In this connection, "control" is broadly defined in the draft law to cover any of the following summarized categories:

- holding 50% or more of the voting rights or similar rights and interests of the subject entity;
- holding less than 50% of the voting rights or similar rights and interests of the subject entity but having the power to directly or indirectly appoint or otherwise secure at least 50% of the seats on the board or other equivalent decision making bodies, or having the voting power to materially influence the board, the shareholders' meeting or other equivalent decision making bodies; or
- having the power to exert decisive influence, via contractual or trust arrangements, over the subject entity's operations, financial, staffing and technology matters.

Once an entity is determined to be an FIE, and its investment amount exceeds certain thresholds or its business operation falls within a "negative list" purported to be separately issued by the State Council in the future, market entry clearance by the MOFCOM or its local counterparts would be required.

The VIE structure has been adopted by many PRC-based companies, including us, to conduct business in the industries that are currently subject to foreign investment restrictions in China. Under the draft Foreign Investment Law, VIEs that are controlled via contractual arrangements would also be deemed as FIEs, if they are ultimately "controlled" by foreign investors. For any companies with a VIE structure in an industry category that is in the "restriction category" that could appear on any such "negative list," the existing VIE structure may be deemed legitimate only if the ultimate controlling person(s) is/are of PRC nationality (either PRC state owned enterprises or agencies, or PRC citizens). Conversely, if the actual controlling person(s) is/are of foreign nationalities, then the VIEs will be treated as FIEs, in which case, the existing VIE structures will likely to be scrutinized and subject to foreign investment restrictions and approval from the MOFCOM and other supervising authorities such as MIIT. Any operation in the industry category on the "negative list" without market entry clearance may be considered as illegal.

However, there are significant uncertainties as to how the control status of our consolidated VIEs would be determined under the enacted version of the Foreign Investment Law. In addition, it is uncertain whether any of the businesses that we currently operate or plan to operate in the future through our consolidated VIEs would be on the to-be-issued "negative list" and therefore be subject to any foreign investment restrictions or prohibitions. If our consolidated VIEs were deemed as an FIE under the enacted version of the Foreign Investment Law, and any of the businesses that we operate were in the "restricted" category on the to-be-issued "negative list," such determination would materially and adversely affect the value of our ADSs. We also face uncertainties as to whether the enacted version of the Foreign Investment Law and the final "negative list" would mandate further actions, such as MOFCOM market entry clearance, to be completed by companies with existing VIE structure and whether such clearance can be timely obtained, or at all. If we were not considered as ultimately controlled by PRC domestic investors under the enacted version of the Foreign Investment Law, further actions required to be taken by us under the enacted Foreign Investment Law may materially and adversely affect our business and financial condition.

In addition, our corporate governance practice may be materially impacted and our compliance costs could increase if we were not considered as ultimately controlled by PRC domestic investors under the Foreign Investment Law, if enacted as currently proposed. For instance, the draft Foreign Investment Law as proposed purports to impose stringent ad hoc and periodic information reporting requirements on foreign investors and the applicable FIEs. Aside from investment implementation report and investment amendment report that would be required for each investment and alteration of investment specifics, an annual report would be mandatory, and large foreign investors meeting certain criteria would be required to report on a quarterly basis. Any company found to be non-compliant with these information reporting obligations could potentially be subject to fines and/or administrative or criminal liabilities, and the persons directly responsible could be subject to criminal liabilities.

Risks Relating to Doing Business in China

Changes in the political and economic policies of the PRC government may materially and adversely affect our business, financial condition and results of operations and may result in our inability to sustain our growth and expansion strategies.

Substantially all of our operations are conducted in the PRC and all of our revenue is sourced from the PRC. Accordingly, our financial condition and results of operations are affected to a significant extent by economic, political and legal developments in the PRC.

The PRC economy differs from the economies of most developed countries in many respects, including the extent of government involvement, level of development, growth rate, and control of foreign exchange and

allocation of resources. Although the PRC government has implemented measures emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets, and the establishment of improved corporate governance in business enterprises, a substantial portion of productive assets in China is still owned by the government. In addition, the PRC government continues to play a significant role in regulating industry development by imposing industrial policies. The PRC government also exercises significant control over China's economic growth by allocating resources, controlling payment of foreign currency-denominated obligations, setting monetary policy, regulating financial services and institutions and providing preferential treatment to particular industries or companies.

While the PRC economy has experienced significant growth in the past three decades, growth has been uneven, both geographically and among various sectors of the economy. The PRC government has implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall PRC economy, but may also have a negative effect on us. Our financial condition and results of operations could be materially and adversely affected by government control over capital investments or changes in tax regulations that are applicable to us. In addition, the PRC government has implemented in the past certain measures to control the pace of economic growth. These measures may cause decreased economic activity, which in turn could lead to a reduction in demand for our services and consequently have a material adverse effect on our businesses, financial condition and results of operations.

There are uncertainties regarding the interpretation and enforcement of PRC laws, rules and regulations.

Substantially all of our operations are conducted in the PRC, and are governed by PRC laws, rules and regulations. Our PRC subsidiaries and consolidated VIEs are subject to laws, rules and regulations applicable to foreign investment in China. The PRC legal system is a civil law system based on written statutes. Unlike the common law system, prior court decisions may be cited for reference but have limited precedential value.

In 1979, the PRC government began to promulgate a comprehensive system of laws, rules and regulations governing economic matters in general. The overall effect of legislation over the past three decades has significantly enhanced the protections afforded to various forms of foreign investment in China. However, China has not developed a fully integrated legal system, and recently enacted laws, rules and regulations may not sufficiently cover all aspects of economic activities in China or may be subject to significant degrees of interpretation by PRC regulatory agencies. In particular, because these laws, rules and regulations are relatively new, and because of the limited number of published decisions and the nonbinding nature of such decisions, and because the laws, rules and regulations often give the relevant regulator significant discretion in how to enforce them, the interpretation and enforcement of these laws, rules and regulations involve uncertainties and can be inconsistent and unpredictable. In addition, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all, and which may have a retroactive effect. As a result, we may not be aware of our violation of these policies and rules until after the occurrence of the violation.

Any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be more difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy than in more developed legal systems. These uncertainties may impede our ability to enforce the contracts we have entered into and could materially and adversely affect our business, financial condition and results of operations.

The approval of the China Securities Regulatory Commission, or the CSRC, may be required in connection with this offering under a PRC regulation. The regulation also establishes more complex procedures for acquisitions conducted by foreign investors that could make it more difficult for us to grow through acquisitions.

On August 8, 2006, six PRC regulatory agencies, including the MOFCOM, the State-Owned Assets Supervision and Administration Commission, or the SASAC, the State Administration of Taxation, the SAIC, the CSRC, and the State Administration of Foreign Exchange, or the SAFE, jointly adopted the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules, which came into effect on September 8, 2006 and were amended on June 22, 2009. The M&A Rules include, among other things, provisions that purport to require that an offshore special purpose vehicle that is controlled by PRC domestic companies or individuals and that has been formed for the purpose of an overseas listing of securities through acquisitions of PRC domestic companies or assets to obtain the approval of the CSRC prior to the listing and trading of such special purpose vehicle's securities on an overseas stock exchange. On September 21, 2006, the CSRC published on its official website procedures regarding its approval of overseas listings by special purpose vehicles. However, substantial uncertainty remains regarding the scope and applicability of the M&A Rules to offshore special purpose vehicles.

While the application of the M&A Rules remains unclear, we believe, based on the advice of our PRC counsel, Fangda Partners, that the CSRC approval is not required in the context of this offering given that (i) the PRC subsidiary was established by means of direct investment rather than by merge with or acquisition of any PRC domestic companies as defined under the M&A Rules, and was not a PRC domestic company as defined under the M&A Rules, so the acquisition by QD Data Limited of all the equity interest in the PRC Subsidiary was not subject to the M&A Rules, and (ii) no explicit provision in the M&A Rules classifies the respective contractual arrangements among our PRC subsidiary, the VIEs and their shareholders as a type of acquisition transaction falling under the M&A Rules. There can be no assurance that the relevant PRC government agencies, including the CSRC, would reach the same conclusion as our PRC counsel. If the CSRC or other PRC regulatory body subsequently determines that we need to obtain the CSRC's approval for this offering or if the CSRC or any other PRC government authorities promulgates any interpretation or implements rules before our listing that would require us to obtain CSRC or other governmental approvals for this offering, we may face adverse actions or sanctions by the CSRC or other PRC regulatory agencies. In any such event, these regulatory agencies may impose fines and penalties on our operations in China, limit our operating privileges in China, delay or restrict the repatriation of the proceeds from this offering into the PRC or take other actions that could have a material adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as our ability to complete this offering. The CSRC or other PRC regulatory agencies may also take actions requiring us, or making it advisable for us, to halt this offering before settlement and delivery of the ADSs offered by this prospectus. Consequently, if you engage in market trading or other activities in anticipation of and prior to settlement and delivery, you do so at the risk that such settlement and delivery may not occur. In addition, if the CSRC or other regulatory agencies later promulgate new rules or explanations requiring us to obtain their approvals for this offering, we may be unable to obtain waivers of such approval requirements. Any uncertainties and/or negative publicity regarding such approval requirements could have a material adverse effect on the trading price of our ADSs.

The new regulations also established additional procedures and requirements that are expected to make merger and acquisition activities in China by foreign investors more time-consuming and complex. For example, the M&A rules require that the MOFCOM be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise if (i) any important industry is concerned, (ii) such transaction involves factors that have or may have impact on the national economic security, or (iii) such transaction will lead to a change in control of a domestic enterprise which holds a famous trademark or PRC time-honored brand. The approval from the MOFCOM shall be obtained in circumstances where overseas companies established or controlled by PRC enterprises or residents acquire affiliated domestic companies. Mergers, acquisitions or contractual arrangements that allow one market player to take control of or to exert

decisive impact on another market player must also be notified in advance to the MOFCOM when the threshold under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings, or the Prior Notification Rules, issued by the State Council in August 2008 is triggered. In addition, the security review rules issued by the MOFCOM that became effective in September 2011 specify that mergers and acquisitions by foreign investors that raise "national defense and security" concerns and mergers and acquisitions through which foreign investors may acquire de facto control over domestic enterprises that raise "national security" concerns are subject to strict review by the MOFCOM, and the rules prohibit any activities attempting to bypass a security review, including by structuring the transaction through a proxy or contractual control arrangement. We may grow our business in part by acquiring other companies operating in our industry. Complying with the requirements of the new regulations to complete such transactions could be time-consuming, and any required approval processes, including approval from the MOFCOM, may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share. See "Regulations — Regulations Related to M&A and Overseas Listings."

PRC regulations relating to investments in offshore companies by PRC residents may subject our PRC-resident beneficial owners or our PRC subsidiaries to liability or penalties, limit our ability to inject capital into our PRC subsidiaries or limit our PRC subsidiaries' ability to increase their registered capital or distribute profits.

The SAFE promulgated the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents' Offshore Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or SAFE Circular 37, on July 4, 2014, which replaced the former circular commonly known as "SAFE Circular 75" promulgated by the SAFE on October 21, 2005. SAFE Circular 37 requires PRC residents to register with local branches of the 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, referred to in SAFE Circular 37 as a "special purpose vehicle." SAFE Circular 37 further requires amendment to the registration in the event of any significant changes with respect to the special purpose vehicle, such as increase or decrease of capital contributed by PRC individuals, share transfer or exchange, merger, division or other material event. In the event that a PRC shareholder holding interests in a special purpose vehicle fails to fulfill 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 subsidiary. Moreover, failure to comply with the various SAFE registration requirements described above could result in liability under PRC law for evasion of foreign exchange controls. According to the Notice on Further Simplifying and Improving Policies for the Foreign Exchange Administration of Direct Investment released on February 13, 2015 by the SAFE, local banks will examine and handle foreign exchange registration for overseas direct investment, including the initial foreign exchange registration and amendment registration, under SAFE Circular 37 from June 1, 2015.

Mr. Min Luo has completed the SAFE registration pursuant to SAFE Circular 75 in 2014. We have notified substantial beneficial owners of ordinary shares who we know are PRC residents of their filing obligation. Nevertheless, we may not be aware of the identities of all of our beneficial owners who are PRC residents. We do not have control over our beneficial owners and there can be no assurance that all of our PRC-resident beneficial owners will comply with SAFE Circular 37 and subsequent implementation rules, and there is no assurance that the registration under SAFE Circular 37 and any amendment will be completed in a timely manner, or will be completed at all. The failure of our beneficial owners who are PRC residents to register or amend their foreign exchange registrations in a timely manner pursuant to SAFE Circular 37 and subsequent implementation rules, or the failure of future beneficial owners of our company who are PRC residents to comply with the registration procedures set forth in SAFE Circular 37 and subsequent implementation rules, may subject such beneficial owners or our PRC subsidiaries to fines and legal sanctions. Failure to register or comply with relevant requirements may also limit our ability to contribute additional capital to our PRC subsidiaries and limit our PRC

subsidiaries' ability to distribute dividends to our company. These risks may have a material adverse effect on our business, financial condition and results of operations.

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

Pursuant to SAFE Circular 37, PRC residents who participate in share incentive plans in overseas non-publicly-listed companies due to their position as director, senior management or employees of the PRC subsidiaries of the overseas companies may submit applications to SAFE or its local branches for the foreign exchange registration with respect to offshore special purpose companies. Our directors, executive officers and other employees who are PRC residents and who have been granted options may follow SAFE Circular 37 to apply for the foreign exchange registration before our company becomes an overseas listed company. After our company becomes an overseas listed company upon completion of this offering, we and our directors, executive officers and other employees who are PRC residents and who have been granted options will be subject to the Notice on Issues Concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Publicly Listed Company, issued by SAFE in February 2012, according to which, employees, directors, supervisors and other management members participating in any stock incentive plan of an overseas publicly listed company who are PRC residents are required to register with SAFE through a domestic qualified agent, which could be a PRC subsidiary of such overseas listed company, and complete certain other procedures. We will make efforts to comply with these requirements upon completion of our initial public offering. However, there can be no assurance that they can successfully register with SAFE in full compliance with the rules. Failure to complete the SAFE registrations may subject them to fines and legal sanctions and may also limit the ability to make payment under our share incentive plans or receive dividends or sales proceeds related thereto, or our ability to contribute additional capital into our wholly-foreign owned enterprises in China and limit our wholly-foreign owned enterprises' ability to distribute dividends to us. We also face regulatory uncertainties that could restrict our ability to adopt additional share incentive plans for our directors and employees under PRC law.

We rely to a significant extent on dividends and other distributions on equity paid by our principal operating subsidiaries to fund offshore cash and financing requirements.

We are a holding company and rely to a significant extent on dividends and other distributions on equity paid by our principal operating subsidiaries and on remittances from the consolidated VIEs, for our offshore cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders, fund inter-company loans, service any debt we may incur outside of China and pay our expenses. When our principal operating subsidiaries or the consolidated VIEs incur additional debt, the instruments governing the debt may restrict their ability to pay dividends or make other distributions or remittances to us. Furthermore, the laws, rules and regulations applicable to our PRC subsidiaries and certain other subsidiaries permit payments of dividends only out of their retained earnings, if any, determined in accordance with applicable accounting standards and regulations.

Under PRC laws, rules and regulations, each of our subsidiaries incorporated in China is required to set aside at least 10% of its net income each year to fund certain statutory reserves until the cumulative amount of such reserves reaches 50% of its registered capital. These reserves, together with the registered capital, are not distributable as cash dividends. As a result of these laws, rules and regulations, our subsidiaries incorporated in China are restricted in their ability to transfer a portion of their respective net assets to their shareholders as dividends, loans or advances. Certain of our subsidiaries did not have any retained earnings available for distribution in the form of dividends as of June 30, 2017. In addition, registered share capital and capital reserve accounts are also restricted from withdrawal in the PRC, up to the amount of net assets held in each operating subsidiary.

Limitations on the ability of our consolidated VIEs to make remittance to the wholly-foreign owned enterprise and on the ability of our subsidiaries to pay dividends to us could limit our ability to access cash

generated by the operations of those entities, including to make investments or acquisitions that could be beneficial to our businesses, pay dividends to our shareholders or otherwise fund and conduct our business.

We may be treated as a resident enterprise for PRC tax purposes under the PRC Enterprise Income Tax Law, and we may therefore be subject to PRC income tax on our global income.

Under the PRC Enterprise Income Tax Law and its implementing rules, enterprises established under the laws of jurisdictions outside of China with "de facto management bodies" located in China may be considered PRC tax resident enterprises for tax purposes and may be subject to the PRC enterprise income tax at the rate of 25% on their global income. "De facto management body" refers to a managing body that exercises substantive and overall management and control over the production and business, personnel, accounting books and assets of an enterprise. The State Administration of Taxation 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 Circular 82, on April 22, 2009. 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 Circular 82 only applies to offshore enterprises controlled by PRC enterprises, not those controlled by foreign enterprises or individuals, the determining criteria set forth in Circular 82 may reflect the State Administration of Taxation's general position on how the "de facto management body" test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises. If we were to be considered a PRC resident enterprise, we would be subject to PRC enterprise income tax at the rate of 25% on our global income. In such case, our profitability and cash flow may be materially reduced as a result of our global income being taxed under the Enterprise Income Tax Law. We believe that none of our entities outside of China is a PRC resident enterprise for PRC tax purposes. However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term "de facto management body."

Dividends payable to our foreign investors and gains on the sale of our ADSs or Class A ordinary shares by our foreign investors may become subject to PRC tax.

Under the Enterprise Income Tax Law and its implementation regulations issued by the State Council, a 10% PRC withholding tax is applicable to dividends payable to investors that are non-resident enterprises, which do not have an establishment or place of business in the PRC or which have such establishment or place of business but the dividends are not effectively connected with such establishment or place of business, to the extent such dividends are derived from sources within the PRC. Similarly, any gain realized on the transfer of ADSs or Class A ordinary shares by such investors is also subject to PRC tax at a current rate of 10%, subject to any reduction or exemption set forth in applicable tax treaties or under applicable tax arrangements between jurisdictions, if such gain is regarded as income derived from sources within the PRC. If we are deemed a PRC resident enterprise, dividends paid on our Class A ordinary shares or ADSs, and any gain realized from the transfer of our Class A ordinary shares or ADSs, would be treated as income derived from sources within the PRC and would as a result be subject to PRC taxation. Furthermore, if we are deemed a PRC resident enterprise, dividends payable to individual investors who are non-PRC residents and any gain realized on the transfer of ADSs or Class A ordinary shares by such investors may be subject to PRC tax at a current rate of 20%, subject to any reduction or exemption set forth in applicable tax treaties or under applicable tax arrangements between jurisdictions. If we or any of our subsidiaries established outside China are considered a PRC resident enterprise, it is unclear whether holders of our ADSs or Class A ordinary shares would be able to claim the benefit of income tax treaties or agreements entered into between China and other countries or areas. If dividends payable to our non-PRC investors, or gains from the transfer of our ADSs or Class A ordinary shares by such investors, are deemed as income derived from sources within the PRC and thus are subject to PRC tax, the value of your investment in our ADSs or Class A ordinary shares may decline significantly.

We and our shareholders face uncertainties with respect to indirect transfers of equity interests in PRC resident enterprises or other assets attributed to a Chinese establishment of a non-Chinese company, or immovable properties located in China owned by non-Chinese companies.

On February 3, 2015, the State Administration of Taxation issued the Bulletin on Issues of Enterprise Income Tax on Indirect Transfers of Assets by Non-PRC Resident Enterprises, or Bulletin 7, which partially replaced and supplemented previous rules under the Notice on Strengthening Administration of Enterprise Income Tax for Share Transfers by Non-PRC Resident Enterprises, or Circular 698, issued by the State Administration of Taxation, on December 10, 2009. Pursuant to this Bulletin, an "indirect transfer" of assets, including equity interests in a PRC resident enterprise, by non-PRC resident enterprises may be re-characterized and treated as a direct transfer of PRC taxable assets, if such arrangement does not have a reasonable commercial purpose and was established for the purpose of avoiding payment of PRC enterprise income tax. As a result, gains derived from such indirect transfer may be subject to PRC enterprise income tax. According to Bulletin 7, "PRC taxable assets" include assets attributed to an establishment in China, immoveable properties located in China, and equity investments in PRC resident enterprises, in respect of which gains from their transfer by a direct holder, being a non-PRC resident enterprise, would be subject to PRC enterprise income taxes. When determining whether there is a "reasonable commercial purpose" of the transaction arrangement, features to be taken into consideration include: whether the main value of the equity interest of the relevant offshore enterprise derives from PRC taxable assets; whether the assets of the relevant offshore enterprise mainly consists of direct or indirect investment in China or if its income mainly derives from China; whether the offshore enterprise and its subsidiaries directly or indirectly holding PRC taxable assets have real commercial nature which is evidenced by their actual function and risk exposure; the duration of existence of the business model and organizational structure; the replicability of the transaction by direct transfer of PRC taxable assets; and the tax situation of such indirect transfer and applicable tax treaties or similar arrangements. In respect of an indirect offshore transfer of assets of a PRC establishment, the resulting gain is to be included with the enterprise income tax filing of the PRC establishment or place of business being transferred, and would consequently be subject to PRC enterprise income tax at a rate of 25%. Where the underlying transfer relates to the immovable properties located in China or to equity investments in a PRC resident enterprise, which is not related to a PRC establishment or place of business of a non-resident enterprise, a PRC enterprise income tax of 10% would apply, subject to available preferential tax treatment under applicable tax treaties or similar arrangements, and the party who is obligated to make the transfer payments has the withholding obligation. Where the payor fails to withhold any or sufficient tax, the transferor is required to declare and pay such tax to the tax authority by itself within the statutory time limit. Late payment of applicable tax will subject the transferor to default interest. Bulletin 7 does not apply to transactions of sale of shares by investors through a public stock exchange where such shares were acquired from a transaction through a public stock exchange.

There is uncertainty as to the application of Bulletin 7, or previous rules under Circular 698. We face uncertainties as to the reporting and other implications of certain past and future transactions where PRC taxable assets are involved, such as offshore restructuring, sale of the shares in our offshore subsidiaries or investments. Our company may be subject to filing obligations or taxed if our company is transferor in such transactions, and may be subject to withholding obligations if our company is transferee in such transactions, under Circular 698 and Bulletin 7. For transfer of shares in our company by investors that are non-PRC resident enterprises, our PRC subsidiaries may be requested to assist in the filing under Circular 698 and Bulletin 7. As a result, we may be required to expend valuable resources to comply with Circular 698 and Bulletin 7 or to request the relevant transferors from whom we purchase taxable assets to comply with these circulars, or to establish that our company should not be taxed under these circulars, which may have a material adverse effect on our financial condition and results of operations.

We are subject to restrictions on currency exchange.

All of our net income is denominated in Renminbi. The Renminbi is currently convertible under the "current account," which includes dividends, trade and service-related foreign exchange transactions, but not under the

"capital account," which includes foreign direct investment and loans, including loans we may secure from our onshore subsidiaries or consolidated VIEs. Currently, certain of our PRC subsidiaries, may purchase foreign currency for settlement of "current account transactions," including payment of dividends to us, without the approval of the SAFE by complying with certain procedural requirements. However, the relevant PRC governmental authorities may limit or eliminate our ability to purchase foreign currencies in the future for current account transactions. Foreign exchange transactions under the capital account remain subject to limitations and require approvals from, or registration with, the SAFE and other relevant PRC governmental authorities. Since a significant amount of our future net income and cash flow will be denominated in Renminbi, any existing and future restrictions on currency exchange may limit our ability to utilize cash generated in Renminbi to fund our business activities outside of the PRC or pay dividends in foreign currencies to our shareholders, including holders of our ADSs, and may limit our ability to obtain foreign currency through debt or equity financing for our subsidiaries and consolidated VIEs.

Fluctuations in exchange rates could result in foreign currency exchange losses and could materially reduce the value of your investment.

The value of the Renminbi against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in political and economic conditions and the foreign exchange policy adopted by the PRC government. On July 21, 2005, the PRC government changed its policy of pegging the value of the Renminbi to the U.S. dollar. Following the removal of the U.S. dollar peg, the Renminbi appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the Renminbi and the U.S. dollar remained within a narrow band. Since June 2010, the Renminbi has started to appreciate slowly against the U.S. dollar, though there have been periods when the U.S. dollar has appreciated against the RMB. On August 11, 2015, the PBOC allowed the Renminbi to depreciate by approximately 2% against the U.S. dollar. Since then and until the end of 2016, the Renminbi has depreciated against the U.S. dollar by approximately 10%. It is difficult to predict how long such depreciation of RMB against the U.S. dollar may last and when and how the relationship between the RMB and the U.S. dollar may change again.

All of our revenue and substantially all of our costs are denominated in Renminbi. We are a holding company and we rely on dividends paid by our operating subsidiaries in China for our cash needs. Any significant revaluation of Renminbi may materially and adversely affect our results of operations and financial position reported in Renminbi when translated into U.S. dollars, and the value of, and any dividends payable on, the ADSs in U.S. dollars. To the extent that we need to convert U.S. dollars we receive from this offering into Renminbi for our operations, appreciation of the Renminbi against the U.S. dollar would have an adverse effect on the Renminbi amount we would receive. Conversely, if we decide to convert our Renminbi into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the Renminbi would have a negative effect on the U.S. dollar amount.

The audit report included in this prospectus is prepared by an auditor who is not inspected by the Public Company Accounting Oversight Board and, as such, our investors are deprived of the benefits of such inspection.

Our independent registered public accounting firm that issues the audit report included in our prospectus filed with the SEC, as auditors of companies that are traded publicly in the United States and a firm registered with the U.S. Public Company Accounting Oversight Board, or the PCAOB, is required by the laws of the United States to undergo regular inspections by the PCAOB to assess its compliance with the laws of the United States and professional standards. Because our auditors are located in the People's Republic of China, a jurisdiction where the PCAOB is currently unable to conduct inspections without the approval of the Chinese authorities, our auditors are not currently inspected by the PCAOB.

Inspections of other firms that the PCAOB has conducted outside 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. This lack of PCAOB inspections in China prevents the PCAOB from regularly evaluating our auditor's audits and its quality control procedures. As a result, investors may be deprived of the benefits of PCAOB inspections.

The inability of the PCAOB to conduct inspections of auditors in China makes it more difficult to evaluate the effectiveness of our auditor's audit procedures or quality control procedures as compared to auditors outside of China that are subject to PCAOB inspections. Investors may lose confidence in our reported financial information and procedures and the quality of our consolidated financial statements.

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

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

In late 2012, this impasse led the SEC to commence administrative proceedings under Rule 102(e) of its Rules of Practice and also under the Sarbanes-Oxley Act of 2002 against the Chinese accounting firms, including our independent registered public accounting firm. In January 2014, the administrative law judge reached an initial decision to impose penalties on the firms including a temporary suspension of their right to practice before the SEC. The accounting firms filed a petition for review of the initial decision. On February 6, 2015, before a review by the commissioners of the SEC had taken place, the firms reached a settlement with the SEC. Under the settlement, the SEC accepts that future requests by the SEC for the production of documents will normally be made to the CSRC. The firms will receive matching Section 106 requests, and are required to abide by a detailed set of procedures with respect to such requests, which in substance require them to facilitate production via the CSRC. If they fail to meet specified criteria, the SEC retains authority to impose a variety of additional remedial measures on the firms depending on the nature of the failure. Remedies for any future noncompliance could include, as appropriate, an automatic six-month bar on a single firm's performance of certain audit work, commencement of a new proceeding against a firm, or in extreme cases the resumption of the current proceeding against all four firms.

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 any such future 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 were denied, even temporarily, the ability to practice before the SEC and we were unable to timely find another registered public accounting firm to audit and issue an opinion on our consolidated financial statements, our consolidated 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 ADSs 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 Relating to This Offering

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

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

Negotiations with the underwriters determined the initial public offering price for our ADSs which may bear no relationship to their market price after the initial public offering. There can be no assurance that an active trading market for our ADSs will develop or that the market price of our ADSs will not decline below the initial public offering price.

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

The trading prices of our ADSs are likely to be volatile and could fluctuate widely due to factors beyond our control. This may happen because of broad market and industry factors, like the performance and fluctuation in the market prices or the underperformance or deteriorating financial results of other listed companies based in China. The securities of some of these companies have experienced significant volatility since their initial public offerings, including, in some cases, substantial price declines in the trading prices of their securities. The trading performances of other Chinese companies' securities after their offerings, including Internet companies, online retail and mobile commerce platforms and consumer finance service providers, may affect the attitudes of investors toward Chinese companies listed in the United States, which consequently may impact the trading performance of our ADSs, regardless of our actual operating performance. In addition, any negative news or perceptions about inadequate corporate governance practices or fraudulent accounting, corporate structure or matters of other Chinese companies may also negatively affect the attitudes of investors towards Chinese companies in general, including us, regardless of whether we have conducted any inappropriate activities. Furthermore, securities markets may from time to time experience significant price and volume fluctuations that are not related to our operating performance, such as the large decline in share prices in the United States, China and other jurisdictions in late 2008, early 2009, the second half of 2011 and in 2015, which may have a material and adverse effect on the trading price of our ADSs.

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

- regulatory developments affecting us or our industry;
- announcements of studies and reports relating to the quality of our credit offerings or those of our competitors;
- changes in the economic performance or market valuations of other consumer finance service providers;
- actual or anticipated fluctuations in our quarterly results of operations and changes or revisions of our expected results;
- changes in financial estimates by securities research analysts;
- conditions in the market for consumer finance services;
- announcements by us or our competitors of new product and service offerings, acquisitions, strategic relationships, joint ventures, capital raisings or capital commitments;
- additions to or departures of our senior management;
- fluctuations of exchange rates between the Renminbi and the U.S. dollar;

- release or expiry of lock-up or other transfer restrictions on our outstanding shares or ADSs; and
- sales or perceived potential sales of additional Class A ordinary shares or 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 research analysts do not establish and maintain adequate research coverage or if one or more of the analysts who covers us downgrades our ADSs or publishes inaccurate or unfavorable research about our business, the market price for our ADSs would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which, in turn, could cause the market price or trading volume for our ADSs to decline.

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

If you purchase ADSs in this offering, you will pay more for your ADSs than the amount paid by our existing shareholders for their Class A ordinary shares on a per ADS basis. As a result, you will experience immediate and substantial dilution of approximately US$ per ADS (assuming no exercise of outstanding options to acquire ordinary shares and no exercise of the underwriters' option to purchase additional ADSs), representing the difference between our pro forma as adjusted net tangible book value per ADS of US$, as of , 2017, after giving effect to this offering, and the assumed public offering price of US$ per ADS, the mid-point of the estimated price range set forth on the cover of this prospectus. In addition, you will experience further dilution to the extent that our Class A ordinary shares are issued upon the vesting of restrictive shares or exercise of share options under our then share incentive plans. All of the Class A ordinary shares issuable under our then share incentive plans will be issued at a purchase price on a per ADS basis that is less than the public offering price per ADS in this offering. See "Dilution" for a more complete description of how the value of your investment in our ADSs will be diluted upon completion of this offering.

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

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

Our board of directors has complete discretion as to whether to distribute dividends. 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 after this offering or even maintain the price at which you purchased the ADSs. You may not realize a return on your investment in our ADSs and you may even lose your entire investment in our ADSs.

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

Sales of our ADSs in the public market after this offering, or the perception that these sales could occur, could cause the market price of our ADSs to decline significantly. Upon completion of this offering, we will have

Class A ordinary shares and 63,491,172 Class B ordinary shares outstanding, including Class A ordinary shares represented by ADSs newly issued in connection with this offering, assuming the underwriters do not exercise their option to purchase additional ADSs. All ADSs representing our Class A ordinary shares sold in this offering will be freely transferable by persons other than our "affiliates" without restriction or additional registration under the U.S. Securities Act of 1933, as amended, or the Securities Act. All of the other ordinary shares outstanding after this offering will be available for sale, upon the expiration of the lock-up periods described elsewhere in this prospectus beginning from the date of this prospectus (if applicable to such holder), subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act. Any or all of these ordinary shares may be released prior to the expiration of the applicable lock-up period at the discretion of the designated representatives. To the extent shares are released before the expiration of the applicable lock-up period and sold into the market, the market price of our ADSs could decline significantly. See "Shares Eligible for Future Sale — Lock-up Agreements."

Certain major holders of our ordinary shares after completion of this offering will have the right to cause us to register under the Securities Act the sale of their shares, subject to the applicable lock-up periods in connection with this offering. Registration of these shares under the Securities Act would result in ADSs representing these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the form of ADSs in the public market could cause the price of our ADSs to decline significantly.

You, as holders of ADSs, may have fewer rights than holders of our ordinary shares and must act through the depositary to exercise those rights.

Holders of ADSs do not have the same rights of our shareholders and may only exercise the voting rights with respect to the underlying Class A ordinary shares in accordance with the provisions of the deposit agreement. Under our second amended and restated articles of association, the minimum notice period required to convene a general meeting will be 10 days. When a general meeting is convened, you may not receive sufficient notice of a shareholders' meeting to permit you to withdraw your Class A ordinary shares to allow you to cast your vote with respect to any specific matter. In addition, the depositary and its agents may not be able to send voting instructions to you or carry out your voting instructions in a timely manner. We will make all reasonable efforts to cause the depositary to extend voting rights to you in a timely manner, but there can be no assurance that you will receive the voting materials in time to ensure that you can instruct the depositary to vote your ADSs. Furthermore, the depositary and its agents will not be responsible for any failure to carry out any instructions to vote, for the manner in which any vote is cast or for the effect of any such vote. As a result, you may not be able to exercise your right to vote and you may lack recourse if your ADSs are not voted as you requested. In addition, in your capacity as an ADS holder, you will not be able to call a shareholders' meeting.

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

We may from time to time distribute rights to our shareholders, including rights to acquire our securities. However, we cannot make rights available to you in the United States unless we register both the rights and the securities to which the rights relate under the Securities Act or an exemption from the registration requirements is available. Under the deposit agreement, the 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 in the future and may experience dilution in your holdings.

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

The depositary will pay cash dividends on the ADSs only to the extent that we decide to distribute dividends on our Class A ordinary shares or other deposited securities, and we do not have any present plan to pay any cash dividends in the foreseeable future. See "Dividend Policy." To the extent that there is a distribution, the depositary of our ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian receives on our 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 may, at its discretion, decide that it is inequitable or impractical to make a distribution available to any holders of ADSs. For example, the depositary may determine that it is not practicable to distribute certain property through the mail, or that the value of certain distributions may be less than the cost of mailing them. In these cases, the depositary may decide not to distribute such property to you.

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

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

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

We are an exempted company incorporated under the laws of the Cayman Islands. We conduct our operations outside the United States and substantially all of our assets are located outside the United States. In addition, substantially all of our directors and executive officers and the experts named in this prospectus reside outside the United States, and most of their assets are located outside the United States. As a result, it may be difficult or impossible for you to bring an action against us or against them in the United States in the event that you believe that your rights have been infringed under the U.S. federal securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Cayman Islands, China or other relevant jurisdiction may render you unable to enforce a judgment against our assets or the assets of our directors and officers. For more information regarding the relevant laws of the Cayman Islands and China, see "Enforcement of Civil Liabilities."

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

We are an exempted company limited by shares incorporated under the laws of the Cayman Islands. Our corporate affairs are governed by our memorandum and articles of association, the Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands and the common law of the Cayman Islands. The rights of shareholders to take action against the directors, actions by minority shareholders and the fiduciary duties of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from the common law of England, the decisions of whose courts are of persuasive authority, but are not binding, on a court in the Cayman Islands. The rights of our shareholders and the fiduciary duties of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, the Cayman Islands have a less developed body of securities laws than the United States. Some U.S. states, such as Delaware, have more fully developed and judicially interpreted bodies of corporate law than the Cayman Islands. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action in a federal court of the United States.

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

As a result of all of the above, our public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as public shareholders of a company incorporated in the United States. For a discussion of significant differences between the provisions of the Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands and the laws applicable to companies incorporated in the United States and their shareholders, see "Description of Share Capital — Differences in Corporate Law."

Our second amended and restated memorandum and articles of association contain anti-takeover provisions that could discourage a third party from acquiring us, which could limit our shareholders' opportunity to sell their shares, including Class A ordinary shares represented by our ADSs, at a premium.

We have adopted the second amended and restated memorandum and articles of association to be effective immediately prior to the completion of this offering that contain provisions to limit the ability of others to acquire control of our company or cause us to engage in change-of-control transactions. These provisions could have the effect of depriving our shareholders of an opportunity to sell their shares at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transaction. For example, our board of directors has the authority, without further action by our shareholders, to issue preferred shares in one or more series and to fix their designations, powers, preferences, privileges, and relative participating, optional or special rights and the qualifications, limitations or restrictions, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights associated with our Class A ordinary shares, in the form of ADS or otherwise. Preferred shares could be issued quickly with terms calculated to delay or prevent a change in control of our company or make removal of management more difficult. If our board of directors decides to issue preferred shares, the price of our ADSs may fall and the voting and other rights of the holders of our Class A ordinary shares and ADSs may be materially and adversely affected. In addition, our second amended and restated memorandum and articles of association contain other provisions that could limit the ability of third parties to acquire control of our company or cause us to engage in a transaction resulting in a change of control, including a provision that entitles each Class B ordinary share to 10 votes in respect of all matters subject to a shareholders' vote.

These provisions could have the effect of depriving our shareholders of an opportunity to sell their shares at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transaction.

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

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

- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q or current reports on Form 8-K;

- the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act;
- 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. In addition, we intend to publish our results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of the NYSE. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

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

As a Cayman Islands company listed on the NYSE, we are subject to the NYSE corporate governance listing standards. However, the NYSE market rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from the NYSE corporate governance listing standards.

For instance, we are not required to:

- have a majority of the board be independent (although all of the members of the audit committee must be independent under the Exchange Act);
- have a compensation committee or a nominating and corporate governance committee consisting entirely of independent directors; or
- have regularly scheduled executive sessions with only independent directors each year.

We have relied on and intend to continue to rely on some of these exemptions. As a result, you may not be provided with the benefits of certain corporate governance requirements of the NYSE.

There is a significant risk that we will be classified as a passive foreign investment company, or PFIC, which could result in adverse United States tax consequences to United States investors.

The determination of whether or not we are a PFIC is made on an annual basis and will depend on the composition of our income and assets from time to time. Specifically, for any taxable year, we will be classified as a PFIC for United States federal income tax purposes if either (i) 75% or more of our gross income in that taxable year is passive income or (ii) the average percentage of our assets (which includes cash) by value in that taxable year which produce, or are held for the production of, passive income is at least 50%. The calculation of the value of our assets will be based, in part, on the quarterly market value of our ADSs, which is subject to change. See “Taxation — Certain United States Federal Income Tax Considerations — Passive Foreign Investment Company.”

In addition, there is uncertainty as to the treatment of our corporate structure and ownership of our consolidated VIEs for United States federal income tax purposes. For United States federal income tax purposes, we consider ourselves to own the stock of our consolidated VIEs. If it is determined, contrary to our view, that we do not own the stock of our consolidated VIEs for United States federal income tax purposes (for instance, because the relevant PRC authorities do not respect these arrangements), we may be treated as a PFIC.

We consider ourselves as a service provider with the primary business purpose of focusing on our data technology. We aim to facilitate credit to borrowers that are funded by institutional funding partners rather than

by using our own capital. As such, fees received from borrowers are recorded as financing income or loan facilitation income and others on our consolidated statements of operations. However, we have historically funded, and may continue to fund, credit drawdowns with our own capital. In such case, the fees received from borrowers may be treated as interest for purposes of the PFIC rules. Given the foregoing and based on the projected composition and classification of our income and assets, we believe that there is a significant risk that we will be classified as a PFIC for United States federal income tax purposes for 2017, and we may be classified as a PFIC in future taxable years. If we are a PFIC for any taxable year during which you hold our ADSs or Class A ordinary shares, our PFIC status could result in adverse United States federal income tax consequences to you if you are a United States Holder, as defined under "Taxation — Certain United States Federal Income Tax Considerations." For example, if we are or become a PFIC, you may become subject to increased tax liabilities under United States federal income tax laws and regulations, and will become subject to burdensome reporting requirements. See "Taxation — Certain United States Federal Income Tax Considerations — Passive Foreign Investment Company." There can be no assurance that we will not be a PFIC for 2017 or any future taxable year.

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

Upon completion of this offering, we will become a public company and expect to incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act of 2002, as well as rules subsequently implemented by the SEC and the NYSE, imposes various requirements on the corporate governance practices of public companies. As a company with less than US$1,070,000,000 in total revenues for our last fiscal year, we qualify as an "emerging growth company" pursuant to the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 of the Sarbanes-Oxley Act of 2002 in the assessment of the emerging growth company's internal control over financial reporting and permission to delay adopting new or revised accounting standards until such time as those standards apply to private companies. However, we have elected to "opt out" of the provision that allow us to delay adopting new or revised accounting standards and, as a result, we will comply with new or revised accounting standards as required when they are adopted for public companies. This decision to opt out of the extended transition period under the JOBS Act is irrevocable.

We expect these rules and regulations to increase our legal and financial compliance costs and to make some corporate activities more time-consuming and costly. After we are no longer an "emerging growth company", we expect to incur significant expenses and devote substantial management effort toward ensuring compliance with the requirements of Section 404 of the Sarbanes-Oxley Act of 2002 and the other rules and regulations of the SEC. For example, as a result of becoming a public company, we will need to increase the number of independent directors and adopt policies regarding internal controls and disclosure controls and procedures. We also expect that operating as a public company will make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. In addition, we will incur additional costs associated with our public company reporting requirements. It may also be more difficult for us to find qualified persons to serve on our board of directors or as executive officers. We are currently evaluating and monitoring developments with respect to these rules and regulations, and we cannot predict or estimate with any degree of certainty the amount of additional costs we may incur or the timing of such costs.

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

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND INDUSTRY DATA

This prospectus contains forward-looking statements that involve risks and uncertainties, including statements based on our current expectations, assumptions, estimates and projections about us and our industry. The forward-looking statements are contained principally in the sections entitled "Prospectus Summary," "Risk Factors," "Use of Proceeds," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Industry" and "Business." These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements. In some cases, these forward-looking statements can be identified by words or phrases such as "may," "will," "expect," "anticipate," "aim," "estimate," "intend," "plan," "believe," "potential," "continue," "is/are likely to" or other similar expressions. The forward-looking statements included in this prospectus relate to, among others:

- our goal and strategies;
- our expansion plans;
- our future business development, financial condition and results of operations;
- our expectations regarding demand for, and market acceptance of, our credit products;
- our expectations regarding keeping and strengthening our relationships with borrowers, institutional funding partners, merchandise suppliers and other parties we collaborate with; and
- general economic and business conditions.

This prospectus also contains market data relating to the online consumer finance industry in China, including market position, market size, and growth rates of the markets in which we participate, that are based on industry publications and reports. This prospectus contains statistical data and estimates published by Oliver Wyman Consulting (Shanghai) Ltd, or Oliver Wyman, including a report which we commissioned Oliver Wyman to prepare and for which we paid a fee. This information involves a number of assumptions, estimates and limitations. These industry publications, surveys and forecasts generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. Nothing in such data should be construed as advice. We have not independently verified the accuracy or completeness of the data contained in these industry publications and reports. The online consumer finance industry in China may not grow at the rates projected by market data, or at all. The failure of these markets to grow at the projected rates may have a material adverse effect on our business and the market price of our ADSs. If any one or more of the assumptions underlying the market data turns out to be incorrect, actual results may differ from the projections based on these assumptions. In addition, projections, assumptions and estimates of our future performance and the future performance of the industry in which we operate is necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in "Risk Factors" and elsewhere in this prospectus. You should not place undue reliance on these forward-looking statements.

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

USE OF PROCEEDS

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

We plan to use the net proceeds of this offering for:

- marketing and borrower engagement activities;
- strategic acquisitions; and
- general corporate purposes.

The foregoing represents our intentions as of the date of this prospectus with respect of the use and allocation of the net proceeds of this offering based upon our present plans and business conditions, but our management will have significant flexibility and discretion in applying the net proceeds of the offering. The occurrence of unforeseen events or changed business conditions may result in application of the proceeds of this offering in a manner other than as described in this prospectus.

To the extent that the net proceeds we receive from this offering are not immediately applied for the above purposes, we intend to invest our net proceeds in short-term, interest bearing, debt instruments or bank deposits.

In utilizing the proceeds of this offering, we, as an offshore holding company, are permitted under PRC laws and regulations to provide funding to our PRC subsidiaries only through loans or capital contributions and to our consolidated VIEs only through loans. Subject to satisfaction of applicable government registration and approval requirements, we may extend inter-company loans to our PRC subsidiaries or make additional capital contributions to our PRC subsidiaries to fund their capital expenditures or working capital. We cannot assure you that we will be able to obtain these government registrations or approvals on a timely basis, if at all. For further information, see “Risk Factors — Risks Relating to Our Business and Industry — 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 this offering to make loans to our PRC subsidiaries and our consolidated VIEs, or to make additional capital contributions to our PRC subsidiaries.”

DIVIDEND POLICY

Since inception, we have not declared or paid any dividends on our shares. We do not have any present plan to pay any dividends on our Class A ordinary shares or ADSs in the foreseeable future. We intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business.

Any other future determination to pay dividends will be made at the discretion of our board of directors and may be based on a number of factors, including our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant. If we pay any dividends, we will pay our ADS holders to the same extent as holders of our Class A ordinary shares, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See “Description of American Depositary Shares.” Cash dividends on our Class A ordinary shares, if any, will be paid in U.S. dollars.

We are an exempted company incorporated in the Cayman Islands. In order for us to distribute any dividends to our shareholders and ADS holders, we may rely on dividends distributed by our PRC subsidiaries. Certain payments from our PRC subsidiaries to us may be subject to PRC withholding income tax. In addition, regulations in the PRC currently permit payment of dividends of a PRC company only out of accumulated distributable after-tax profits as determined in accordance with its articles of association and the accounting standards and regulations in China. Each of our PRC subsidiaries is required to set aside at least 10% of its after-tax profit based on PRC accounting standards every year to a statutory common reserve fund until the aggregate amount of such reserve fund reaches 50% of the registered capital of such subsidiary. Such statutory reserves are not distributable as loans, advances or cash dividends.

CAPITALIZATION

The following table sets forth our capitalization as of June 30, 2017 presented on:

- an actual basis;
- a pro forma basis to reflect (i) the designation of all ordinary shares beneficially owned by Mr. Min Luo, our founder, chairman of the board and chief executive officer, into 63,491,172 Class B ordinary shares on a one-for-one-basis upon the completion of this offering; (ii) the designation of all of the remaining outstanding ordinary shares and the automatic conversion of all our outstanding convertible redeemable preferred shares into 230,746,898 Class A ordinary shares on a one-for-one-basis upon the completion of this offering; and
- a pro forma as adjusted basis to give effect to (i) the designation of all ordinary shares beneficially owned by Mr. Min Luo, our founder, chairman of the board and chief executive officer, into 63,491,172 Class B ordinary shares on a one-for-one-basis upon the completion of this offering; (ii) the designation of all of the remaining outstanding ordinary shares and the automatic conversion of all our outstanding convertible redeemable preferred shares into 230,746,898 Class A ordinary shares on a one-for-one-basis upon the completion of this offering; and (iii) the issuance and sale of the Class A ordinary shares in the form of ADSs offered hereby at an assumed initial public offering price of US$ per ADS, the mid-point of the estimated public offering price range shown on the front cover of this prospectus, after deducting underwriting discounts, commissions and estimated offering expenses payable by us and assuming no exercise of the underwriters' option to purchase additional ADSs.

The pro forma and pro forma as adjusted information below is illustrative only and our capitalization following the closing of this offering is subject to adjustment based on the initial public offering price of our ADSs and other terms of this offering determined at pricing. You should read this table in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus.

	As of June 30, 2017					
	Actual		Pro Forma		Pro Forma as Adjusted	
	RMB	US$	RMB	US$	RMB	US$
			(in thousands) (unaudited)			
Long-term borrowings and interest payables	11,823	1,744	11,823	1,744		
Convertible preferred shares	5,943,978	876,783	—	—		
Shareholders' (deficit) equity:						
Ordinary shares	50	7	—	—		
Class A ordinary shares	—	—	157	23		
Class B ordinary shares	—	—	44	6		
Additional paid-in capital	112,635	16,615	2,242,520	330,789		
Accumulated (deficit) equity	(2,537,234)	(374,263)	1,276,704	188,324		
Total shareholders' (deficit) equity	(2,424,549)	(357,640)	3,519,424	519,143		
Total	3,531,252	520,887	3,531,247	520,887		

DILUTION

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

Our net tangible book value as of June 30, 2017 was approximately US$518.4 million, or US$ per ordinary share as of that date, and US$ per ADS. Net tangible book value represents the amount of our total consolidated assets, less the amount of our intangible assets, goodwill and total consolidated liabilities. Dilution is determined by subtracting net tangible book value per ordinary share from our consolidated total assets, after giving effect to (i) the automatic conversion of all of our outstanding convertible redeemable preferred shares into Class A ordinary shares immediately upon the completion of this offering and (ii) the issuance and sale by us of shares in the form of ADSs in this offering at an assumed initial public offering price of US$ per ADS (the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus) after deduction of the underwriting discounts and commissions and estimated offering expenses payable by us.

Without taking into account any other changes in net tangible book value after June 30, 2017, other than to give effect to (i) the automatic conversion of all of our outstanding convertible redeemable preferred shares into Class A ordinary shares immediately upon the completion of this offering and (ii) the issuance and sale by us of Class A ordinary shares in the form of ADSs in this offering at an assumed initial public offering price of US$ per ADS (the midpoint of the estimated initial public offering price range shown on the front cover page of this prospectus) after deduction of the underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of June 30, 2017 would have been US$ million, or US$ per outstanding ordinary share and US$ per ADS. This represents an immediate increase in net tangible book value of US$ per ordinary share and US$ per ADS to the existing shareholders and an immediate dilution in net tangible book value of US$ per ordinary share and US$ per ADS to investors purchasing ADSs in this offering.

The following table illustrates such dilution:

	Per Ordinary Share	Per ADS
Actual net tangible book value per share as of June 30, 2017		
Pro forma net tangible book value per share after giving effect to the automatic conversion of all of our outstanding convertible redeemable preferred shares into Class A ordinary shares		
Pro forma as adjusted net tangible book value per share after giving effect to (i) the automatic conversion of all of our outstanding convertible redeemable preferred shares into Class A ordinary shares and (ii) this offering		
Assumed initial public offering price		
Dilution in net tangible book value per share to new investors in the offering		

The amount of dilution in net tangible book value to new investors in this offering set forth above is calculated by deducting (i) the pro forma net tangible book value after giving effect to the automatic conversion of our outstanding convertible redeemable preferred shares from (ii) the pro forma net tangible book value after giving effect to the automatic conversion of our convertible redeemable preferred shares and this offering.

The following table summarizes, on a pro forma basis as of June 30, 2017, the differences between existing shareholders, including holders of our convertible redeemable preferred shares, and the new investors with

respect to the number of ordinary shares (in the form of ADSs or shares) purchased from us, the total consideration paid and the average price per ordinary share and per ADS paid before deducting the underwriting discounts and commissions and estimated offering expenses. The total number of ordinary shares does not include Class A ordinary shares underlying the ADSs issuable upon the exercise of the option to purchase additional ADSs granted to the underwriters.

	Ordinary Shares Total		Total Consideration		US$ Average Price per Ordinary Share Equivalent	Average Price per ADS Equivalent
	Number	Percent	Amount	Percent		
Existing shareholders		%	US$	%	US$	US$
New investors		%	US$	%	US$	US$
Total		%	US$	%		

If the underwriters were to fully exercise the over-allotment option to purchase additional shares of our Class A ordinary shares from us, the percentage of shares of our ordinary shares held by existing shareholders who are directors, officers or affiliated persons would be %, and the percentage of shares of our ordinary shares held by new investors would be %.

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

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

The discussion and tables above take into consideration the automatic conversions of all of our outstanding convertible preferred shares immediately upon the completion of this offering, and they do not take into consideration of any outstanding share options. As of the date of this prospectus, there are also (i) Class A ordinary shares issuable upon exercise of outstanding share options at an exercise price that ranges from US$ to US$ per share and (ii) Class A ordinary shares available for future issuance upon the exercise of future grants under our share incentive plan. If any of these options are exercised, there will be further dilution to new investors.

EXCHANGE RATE INFORMATION

Substantially all of our operations are conducted in China and all of our revenues is denominated in Renminbi. This prospectus contains translations of Renminbi amounts into U.S. dollars at specific rates solely for the convenience of the reader. Unless otherwise noted, all translations from Renminbi to U.S. dollars and from U.S. dollars to Renminbi in this prospectus were made at a rate of RMB6.7793 to US$1.00, the exchange rate set forth in the H.10 statistical release of the Federal Reserve Board on June 30, 2017. We make no representation that the Renminbi or U.S. dollar amounts referred to in this prospectus could have been or could be converted into U.S. dollars or Renminbi, as the case may be, at any particular rate or at all. The PRC government imposes control over its foreign currency reserves in part through direct regulation of the conversion of Renminbi into foreign exchange and through restrictions on foreign trade. On September 8, 2017, the noon buying rate for Renminbi was RMB6.4773 to US$1.00.

The following table sets forth information concerning exchange rates between the Renminbi and the U.S. dollar for the periods presented. These rates are provided solely for your convenience and are not necessarily the exchange rates that we used in this prospectus or will use in the preparation of our periodic reports or any other information to be provided to you. For all dates and periods, the exchange rate refers to the exchange rate as set forth in the H.10 statistical release of the Federal Reserve Board.

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	6.9430	6.4480
2017				
March	6.8832	6.8940	6.9132	6.8687
April	6.8900	6.8876	6.8988	6.8778
May	6.8098	6.8843	6.9060	6.8098
June	6.7793	6.8066	6.8382	6.7793
July	6.7240	6.7694	6.8039	6.7240
August	6.5888	6.6670	6.7272	6.5888
September (through September 8, 2017)	6.4773	6.5144	6.5552	6.4773

Source: Federal Reserve Statistical Release

(1) Annual averages are calculated using the average of the rates on the last business day of each month during the relevant year. Monthly averages are calculated using the average of the daily rates during the relevant month.

ENFORCEMENT OF CIVIL LIABILITIES

We are incorporated under the laws of the Cayman Islands as an exempted company with limited liability. We are incorporated in the Cayman Islands because of certain benefits associated with being a Cayman Islands company, such as political and economic stability, an effective judicial system, a favorable tax system, the absence of foreign exchange control or currency restrictions and the availability of professional and support services. However, the Cayman Islands has a less developed body of securities laws as compared to the United States and provides protections for investors to a lesser extent. In addition, Cayman Islands companies may not have standing to sue before the federal courts of the United States.

Substantially all of our operations are conducted in China, and substantially all of our assets are located in China. In addition, most of our directors and officers are residents of jurisdictions other than the United States and all or a substantial portion of their assets are located outside the United States. As a result, it may be difficult for investors to effect service of process within the United States upon us or these persons, or to enforce against us or them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States. It may also be difficult for you to enforce in United States courts judgments obtained in United States courts based on the civil liability provisions of the United States federal securities laws against us and our officers and directors.

We have appointed Law Debenture Corporate Services Inc. as our agent to receive service of process with respect to any action brought against us in the United States District Court for the Southern District of New York under the federal securities laws of the United States or of any state in the United States or any action brought against us in the Supreme Court of the State of New York in the County of New York under the securities laws of the State of New York.

Conyers Dill & Pearman, our counsel as to Cayman Islands law, and Fangda Partners, our counsel as to PRC law, have advised us that there is uncertainty as to whether the courts of the Cayman Islands or the PRC would, respectively, (i) recognize or enforce judgments of United States courts obtained against us or our directors or officers predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States and (ii) entertain original actions brought in the Cayman Islands or the PRC against us or our directors or officers predicated upon the securities laws of the United States or any state in the United States.

Conyers Dill & Pearman has informed us that the uncertainty with regard to Cayman Islands law relates to whether a judgment obtained from the United States courts under the civil liability provisions of the securities laws will be determined by the courts of the Cayman Islands as penal or punitive in nature. If such a determination is made, the courts of the Cayman Islands will not recognize or enforce the judgment against a Cayman company. Because the courts of the Cayman Islands have yet to rule on whether such judgments are penal or punitive in nature, it is uncertain whether they would be enforceable in the Cayman Islands. Conyers Dill & Pearman has further advised us that a final and conclusive judgment in the federal or state courts of the United States under which a sum of money is payable, other than a sum payable in respect of taxes, fines, penalties or similar charges, may be subject to enforcement proceedings as a debt in the courts of the Cayman Islands under the common law doctrine of obligation.

In addition, Conyers Dill & Pearman has advised us that there is no statutory recognition in the Cayman Islands of judgments obtained in the United States, although the Cayman Islands will generally recognize as a valid judgment, a final and conclusive judgment in personam obtained in the federal or state courts in the United States under which a sum of money is payable (other than a sum of money payable in respect of multiple damages, taxes or other charges of a like nature or in respect of a fine or other penalty) and would give a judgment based thereon provided that (i) such courts had proper jurisdiction over the parties subject to such judgment; (ii) such courts did not contravene the rules of natural justice of the Cayman Islands; (iii) such judgment was not obtained by fraud; (iv) the enforcement of the judgment would not be contrary to the public

policy of the Cayman Islands; (v) no new admissible evidence relevant to the action is submitted prior to the rendering of the judgment by the courts of the Cayman Islands; and (vi) there is due compliance with the correct procedures under the laws of the Cayman Islands.

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

OUR HISTORY AND CORPORATE STRUCTURE

We were founded in April 2014 and operated our business through Beijing Happy Time. We initially operated our business by facilitating merchandise credit and cash credit to college students on campuses across China. Such efforts have empowered us to gain significant insights into behavioral patterns of young consumers in China, as well as obtain a large amount of data that has empowered us to refine our credit assessment model and risk management system. Based on the data that we have aggregated and analyzed and the enhancement of our credit assessment model and risk management system, we subsequently shifted our focus to a broader base of young consumers in China starting from November 2015. As a result, we have terminated our initial business of facilitating credit to college students on campuses across China. In addition, our borrower engagement efforts have shifted from offline to online since November 2015. Since July 2016, all of our borrowers were engaged through online channels.

In September 2016, Ganzhou Qufenqi was incorporated as a wholly foreign owned entity in China. In November 2016, we incorporated Qudian Inc. under the laws of the Cayman Islands as our offshore holding company, and subsequently, we established a wholly-owned subsidiary in the British Virgin Islands, QD Technologies Limited, in November 2016, and a wholly-owned subsidiary in Hong Kong, QD Data Limited, to be our intermediate holding company in December 2016, to facilitate our initial public offering in the United States. The entire equity interest of Ganzhou Qufenqi was transferred from its former holding company to QD Data Limited. As a result of the restructuring in 2016, we hold equity interest in Ganzhou Qufenqi through our current offshore structure. At the same time, Ganzhou Qufenqi entered into a series of contractual arrangements with Beijing Happy Time and its shareholders. In addition, pursuant to the resolutions of all shareholders of Qudian Inc. and the resolutions of the board of directors of Qudian Inc., the board of directors of Qudian Inc. or any officer authorized by such board shall cause Ganzhou Qufenqi to exercise Ganzhou Qufenqi's rights under the power of attorney agreements entered into among Ganzhou Qufenqi, Beijing Happy Time and the nominee shareholders of Beijing Happy Time and Ganzhou Qufenqi's rights under the exclusive call option agreement between Ganzhou Qufenqi and Beijing Happy Time. As a result of these resolutions and the provision of unlimited financial support from the Company to Beijing Happy Time, Qudian Inc. has been determined to be most closely associated with Beijing Happy Time within the group of related parties and was considered to be the primary beneficiary of Beijing Happy Time and its subsidiaries.

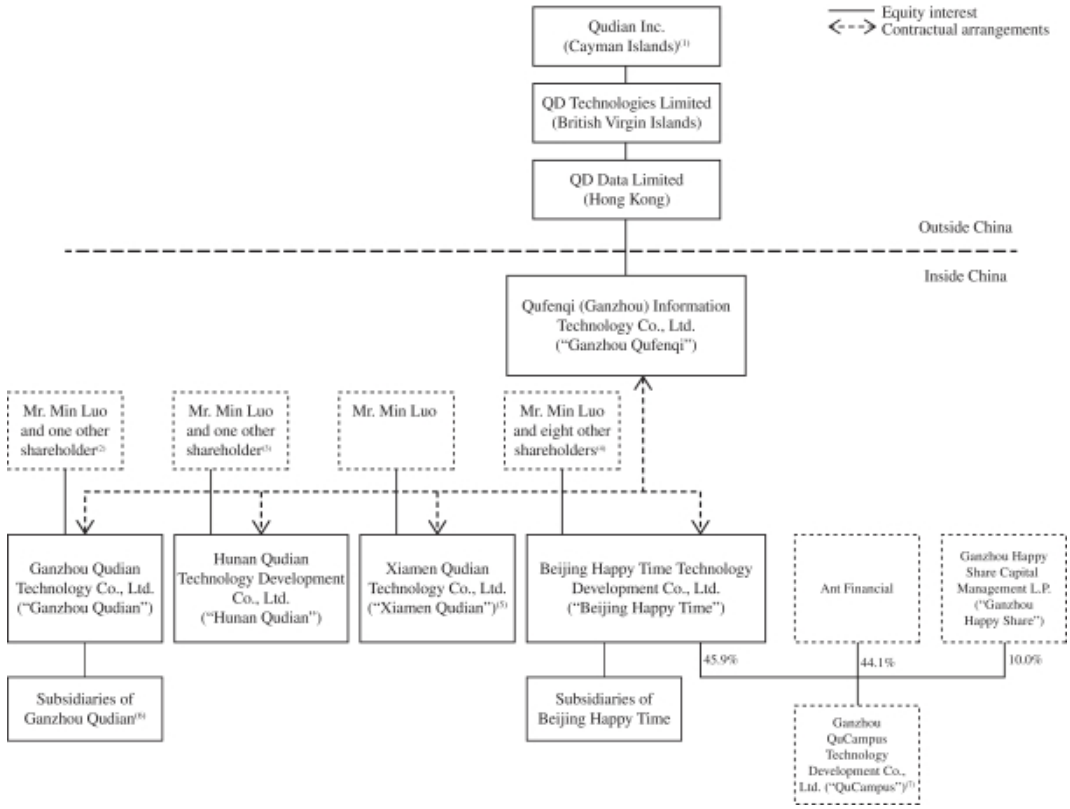
We currently conduct our business in China mainly through our consolidated VIE Beijing Happy Time and its subsidiaries. Beijing Happy Time operates our website *www.qufenqi.com* and holds the ICP license as an Internet content provider. Tianjin Qufenqi operates our website *www.laifenqi.com*. Qufenqi (Beijing) Information Technology Co., Ltd., a wholly owned subsidiary of Beijing Happy Time, or Qufenqi Beijing, operates our website *www.qudian.com* and holds the ICP license as an Internet content provider. Currently, our website *www.qudian.com* redirects visitor traffic to our website *www.qufenqi.com*. *www.qufenqi.com* and *www.laifenqi.com* serve as portals to redirect visitor traffic to our mobile apps. Our credit products are offered through mobile apps. We fund credit directly to our borrowers through Fuzhou Microcredit and Ganzhou Microcredit, both of which have obtained approval of the relevant competent local authorities to provide credit.

Ganzhou Qudian, Hunan Qudian and Xiamen Qudian became our consolidated VIEs in 2017. We have entered into a series of contractual arrangements with each new consolidated VIE and its shareholders, which allows us to exercise effective control over each new consolidated VIE and realize substantially all of the economic risks and benefits arising from such new consolidated VIE. Such contractual arrangements are comprised of equity pledge agreements, power of attorney agreements, exclusive business cooperation agreements, exclusive call option agreements and financial support undertaking letters. The contractual arrangements for each consolidated VIE, including those as to the new consolidated VIEs, contain substantively identical provisions that afford us, through our wholly-owned subsidiary Ganzhou Qufenqi, the right to control all consolidated VIEs in the same manner and degree. Mr. Min Luo, our founder, chairman and chief executive officer, and Mr. Lianzhu Lv, our director and head of user experience department, are the only shareholders of

Ganzhou Qudian, and Mr. Min Luo and Mr. Hongjia He, our vice president, are the only shareholders of Hunan Qudian. Mr. Min Luo is the only shareholder of Xiamen Qudian. We believe such shareholding structure will enhance our administrative efficiency and reduce uncertainties associated with the enforcement of the relevant contractual arrangements entered into with the new consolidated VIEs and their respective shareholder(s). Instead of relying on several shareholders' compliance with their respective contractual obligations, we will only rely on one or two shareholders' compliance for each new consolidated VIE and would only need to enforce against such shareholder(s) in the event of a breach. The establishment of any of these new consolidated VIEs is not intended to, and will not, have an adverse impact on the rights of our ADS holders. In addition, Beijing Happy Time's shareholders support our entry into the relevant contractual arrangements with the new consolidated VIEs and their respective shareholders. By written resolutions, our shareholders have unanimously approved such contractual arrangements. All of Beijing Happy Time's shareholders are affiliates of our shareholders, except for Tianjin Happy Share, a limited partnership established in connection with the share incentive plan of Beijing Happy Time, which has been terminated. For more information, see "Risk Factors — Risks Relating to Our Corporate Structure — We rely on contractual arrangements with our consolidated VIEs and their shareholders to operate our business, which may not be as effective as direct ownership in providing operational control and otherwise have a material adverse effect as to our business." We intend to utilize our new consolidated VIEs to continue to conduct our existing business of providing small cash and merchandise credit products and to also undertake new business opportunities, including leveraging our risk management model to help other financial services providers assess the credit profiles of their own customers according to their credit standards. We plan to transfer our credit business under the Laifenqi brand to Ganzhou Qudian and our credit business under the Qudian brand to Xiamen Qudian over the next five years. As of the date of this prospectus, Ganzhou Qudian and Xiamen Qudian have both commenced operations. We do not expect to transfer any existing business to Hunan Qudian, but we may conduct new businesses through such entity in the future. Such plans may be changed due to future developments, including the availability of government incentives in the cities where the new consolidated VIEs are located.

Our Corporate Structure

The following diagram illustrates our corporate structure as of the date of this prospectus. It omits certain entities that are immaterial to our results of operations, business and financial condition. Except as otherwise specified, equity interests depicted in this diagram are held as to 100%. The relationships between each of Ganzhou Qudian, Hunan Qudian, Xiamen Qudian and Beijing Happy Time and Ganzhou Qufenqi as illustrated in this diagram are governed by contractual arrangements and do not constitute equity ownership.



(1) The following table sets forth the shareholders of Qudian Inc. and their respective equity interests in Qudian Inc. as of the date of this prospectus. The total number of ordinary shares outstanding as of the date of this prospectus is 294,238,070, assuming conversion of all convertible redeemable preferred shares into ordinary shares and excluding 5,578,807 ordinary shares underlying unvested options that are issued but deemed to be not outstanding and held by Ark Trust in its capacity as trustee of the Equity Incentive Trust.

Shareholders	Shares	Percentage of Equity Interests
Qufenqi Holding Limited	63,491,172 ordinary shares	21.6
Phoenix Entities	58,072,514 Series C-5 preferred shares	19.7
Kunlun Group Limited	38,487,004 Series B-1 preferred shares and 19,469,603 Series C-2 preferred shares	19.7

Shareholders	Shares	Percentage of Equity Interests
Source Code Accelerate L.P.	4,779,796 Series A-2 preferred shares, 31,865,304 Series B-3 preferred shares and 10,823,841 Series C-4 preferred shares	16.1
API (Hong Kong) Investment Limited	37,720,709 Series C-1 preferred shares	12.8
Zhu Entities	2,616,641 Series A-1 preferred shares, 5,233,281 Series B-2 preferred shares and 13,391,793 Series C-3 preferred shares	7.2
Ark Trust	8,286,412 ordinary shares (comprised of ordinary shares underlying vested options as of the date of this prospectus)	2.8

(2) Mr. Min Luo, our founder, chairman and chief executive officer, and Mr. Lianzhu Lv, our director and head of user experience department, respectively hold 99.0% and 1.0% of equity interests in Ganzhou Qudian.

(3) Mr. Min Luo and Mr. Hongjia He, our vice president, respectively hold 99.0% and 1.0% of equity interests in Hunan Qudian.

(4) The following table sets forth the shareholders of Beijing Happy Time, their respective equity interests in Beijing Happy Time and their respective relationships with shareholders of Qudian Inc. as of the date of this prospectus.

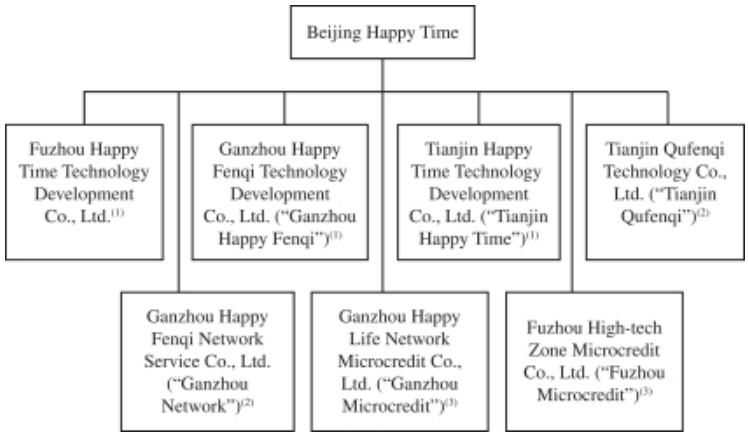
Shareholders	Relationship with shareholders of Qudian Inc.	Amount of Registered Capital RMB	Percentage of Equity Interests
Mr. Min Luo	Holds 100% equity interests in Qufenqi Holding Limited	5,025,579	21.0
Phoenix Auspicious Internet Investment L.P. and Shenzhen Huasheng Qianhai Investment Co., Ltd.	Affiliates of Phoenix Entities	4,596,670	19.2
Beijing Kunlun Tech Co., Ltd.	Affiliate of Kunlun Group Limited	4,587,496	19.2
Ningbo Yuanfeng Venture Capital L.P.	Affiliate of Source Code Accelerate L.P.	3,757,355	15.7
Shanghai Yunxin Venture Capital Co., Ltd.	Affiliate of API (Hong Kong) Investment Limited	2,985,744	12.5
Jiaxing Blue Run Quchuan Investment L.P. and Tianjin Blue Run Xinhe Investment Center L.P.	Affiliates of Zhu Entities	1,681,366	7.0
Tianjin Happy Share[(a)]	Not applicable	1,251,742	5.2

(a) Tianjin Happy Share was established in connection with the share incentive plan of Beijing Happy Time. For more information, see “Management — Share Incentive Plans — 2015 Share Incentive Plan.”

(5) We plan to transfer our credit business under the Qudian brand to Xiamen Qudian.

(6) We plan to transfer our credit business under the Laifenqi brand to a subsidiary of Ganzhou Qudian.
(7) QuCampus is owned approximately 45.9% by us, 44.1% by Ant Financial and 10.0% by Ganzhou Happy Share, a limited partnership established in connection with the share incentive plan to be established by QuCampus. Mr. Min Luo, our founder, chairman and chief executive officer, is the general partner of Ganzhou Happy Share. We do not consolidate the financial results of QuCampus in our consolidated financial statements.

The following diagram illustrates the subsidiaries of Beijing Happy Time. It omits certain entities that are immaterial to our business, financial condition and results of operations.



(1) Operate our websites and mobile apps under the Qudian brand and engage in all aspects of our businesses other than funding of credit drawdowns to borrowers, which is provided by our online small credit companies, including facilitating transactions, credit approval and servicing, risk management, marketing and borrower engagement, facilitating funding with institutional funding partners and managing merchandise suppliers.
(2) Operate our websites and mobile apps under the Laifenqi brand and engage in all aspects of our businesses other than funding of credit drawdowns to borrowers, which is provided by our online small credit companies, including facilitating transactions, credit approval and servicing, risk management, marketing and borrower engagement, facilitating funding with institutional funding partners and managing merchandise suppliers.
(3) Online small credit companies, each of which has obtained the approval to operate online small credit businesses.

The following diagram illustrates the subsidiaries of Ganzhou Qudian.

(1) We expect to utilize such subsidiaries to explore new business opportunities.
(2) We plan to transfer our credit business under the Laifenqi brand to such subsidiaries.

Contractual Arrangements with Consolidated VIEs and Their Shareholders

Due to PRC legal restrictions on foreign ownership and investment in, among other areas, VATS, which include the operations of Internet content providers, or ICPs, we, similar to all other entities with foreign-incorporated holding company structures operating in our industry in China, currently conduct these activities mainly through Beijing Happy Time and its subsidiaries. We established three new consolidated VIEs, Ganzhou Qudian, Hunan Qudian and Ganzhou Qudian, in 2017. We effectively control each consolidated VIE through a series of contractual arrangements with such VIE, its shareholders and Ganzhou Qufenqi, as described in more detail below, which collectively enables us to:

- exercise effective control over each of our consolidated VIEs and its subsidiaries;
- receive substantially all the economic benefits of each of our consolidated VIEs; and
- have an exclusive option to purchase all or part of the equity interests in the equity interest in or all or part of the assets of each of our consolidated VIEs when and to the extent permitted by PRC law.

In addition, pursuant to the resolutions of all shareholders of Qudian Inc. and the resolutions of the board of directors of Qudian Inc., the board of directors of Qudian Inc. or any officer authorized by such board shall cause Ganzhou Qufenqi to exercise Ganzhou Qufenqi's rights under the power of attorney agreements entered into among Ganzhou Qufenqi, each of our consolidated VIEs and the nominee shareholders of each of our consolidated VIEs and Ganzhou Qufenqi's rights under the exclusive call option agreement between Ganzhou Qufenqi and each of our consolidated VIEs. As a result of these resolutions and the provision of unlimited financial support from the Company to each of our consolidated VIEs, Qudian Inc. has been determined to be most closely associated with each of our consolidated VIEs within the group of related parties and was considered to be the primary beneficiary of each of our consolidated VIEs. We have consolidated their financial results in our consolidated financial statements in accordance with U.S. GAAP.

In the opinion of Fangda Partners, our PRC legal counsel:

- the ownership structures of Ganzhou Qufenqi and our consolidated VIEs in China, both currently and immediately after giving effect to this offering, do not and will not violate any applicable PRC law, regulation, or rule currently in effect; and
- the contractual arrangements among Ganzhou Qufenqi, each of our consolidated VIEs and its shareholders governed by PRC laws are valid, binding and enforceable in accordance with their terms and applicable PRC laws, rules, and regulations currently in effect, and will not violate any applicable PRC law, regulation, or rule currently in effect, except that the pledge on Mr. Hongjia He's equity interest in Hunan Qudian would not be deemed validly created until they are registered with the competent administration of industry and commerce.

However, we have been further advised by our PRC legal counsel, Fangda Partners, that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, rules and regulations. In particular, in January 2015, the MOFCOM published a discussion draft of the proposed Foreign Investment Law for public review and comments. 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. Under the draft Foreign Investment Law, VIEs would also be deemed as FIEs, if they are ultimately "controlled" by foreign investors, and be subject to restrictions on foreign investments. However, the draft law has not arrived at a position on what actions will be taken with respect to the existing companies with the "variable interest entity" structure, whether or not these companies are controlled by Chinese parties. It is uncertain when the draft may be signed into law, if at all, and whether any final version would have substantial changes from the draft. Accordingly, the PRC regulatory authorities may in the future take a view that is contrary to the opinion of our PRC legal counsel. We have been further advised by our PRC legal counsel that if the PRC government finds that the agreements that establish the structure for operating our business do not comply with PRC government restrictions on foreign investment in the aforesaid business we engage in, we could be subject to severe penalties including being prohibited from continuing operations. See "Risk Factors — Risks Relating to Our Corporate Structure."

The following is a summary of the currently effective contractual arrangements by and among our wholly-owned subsidiary, Ganzhou Qufenqi, each of our consolidated VIEs, and its shareholders.

Agreements that Provide Us with Effective Control over Our Consolidated VIEs and Their Subsidiaries

Equity Interest Pledge Agreements. Pursuant to the equity interest pledge agreements, the shareholders of our consolidated VIEs have pledged all of their equity interest in our consolidated VIEs as a continuing first priority security interest, as applicable, to respectively guarantee our consolidated VIEs and their shareholders' performance of their obligations under the relevant contractual arrangements, which include the exclusive business cooperation agreements, exclusive call option agreements and power of attorney agreements. If our consolidated VIEs or any of their shareholders breach their contractual obligations under these agreements, Ganzhou Qufenqi, as pledgee, will be entitled to certain rights regarding the pledged equity interests. In the event of such breaches, Ganzhou Qufenqi's rights include forcing the auction or sale of all or part of the pledged equity interests of the applicable consolidated VIE and receiving proceeds from such auction or sale in accordance with PRC law. Upon purchase of equity interests in the applicable consolidated VIE by other persons, Ganzhou Qufenqi and such persons will need to enter into contractual arrangements that are similar to existing ones in order for Ganzhou Qufenqi to effectively control such consolidated VIE. Each of the shareholders of our consolidated VIEs agrees that, during the term of the applicable equity interest pledge agreement, such shareholder will not dispose of the pledged equity interests or create or allow creation of any encumbrance on the pledged equity interests without the prior written consent of Ganzhou Qufenqi. Ganzhou Qufenqi is entitled to all dividends and other distributions declared by our consolidated VIEs except as it agrees otherwise in writing. Each equity interest pledge agreement will remain effective until the applicable consolidated VIE and its shareholders discharge all their obligations under the contractual arrangements. We have registered pledges of equity interest in Beijing Happy Time, Ganzhou Qudian and Mr. Min Luo's equity interest in Hunan Qudian with the relevant offices of the administration for industry and commerce in accordance with the PRC Property Rights Law, and are in the process of registering pledge of Mr. Hongjia He's equity interest in Hunan Qudian.

Power of Attorney Agreements. Pursuant to the power of attorney agreements, each shareholder of our consolidated VIEs has irrevocably appointed the Ganzhou Qufenqi to act as such shareholder's exclusive attorney-in-fact to exercise all shareholder rights, including the right to attend and vote on shareholder's meetings and appoint directors and executive officers. In the absence of contrary written instructions of Ganzhou Qufenqi, each power of attorney agreement will remain in force for so long as the shareholder remains a shareholder of the applicable consolidated VIE.

Agreements that Allow Us to Receive Economic Benefits from our Consolidated VIEs and Their Subsidiaries

Exclusive Business Cooperation Agreements. Under the exclusive business cooperation agreements, Ganzhou Qufenqi has the exclusive right to provide the consolidated VIEs and their subsidiaries that generate substantial income, including Ganzhou Happy Fenqi, Ganzhou Network, and Fuzhou Microcredit, or the profitable consolidated VIEs and their subsidiaries, with technical support, consulting services and other services. In exchange, Ganzhou Qufenqi is entitled to receive a service fee from each of the profitable consolidated VIEs on a monthly basis and at an amount equivalent to all of its net income as confirmed by Ganzhou Qufenqi. Ganzhou Qufenqi owns the intellectual property rights arising out of the performance of the exclusive business cooperation agreement. In addition, each of the consolidated VIEs and their subsidiaries has granted Ganzhou Qufenqi an exclusive right to purchase any or all of the business or assets of each of the profitable consolidated VIEs and their subsidiaries at the lowest price permitted under PRC law. Unless otherwise agreed by the parties, this agreement will continue remaining effective.

Agreements that Provide Us with the Option to Purchase the Equity Interest in Beijing Happy Time

Exclusive Call Option Agreements. Pursuant to the exclusive call option agreements, our consolidated VIEs and each of their shareholders have irrevocably granted Ganzhou Qufenqi an exclusive option to purchase, or

have its designated person or persons to purchase, at its discretion at any time, to the extent permitted under PRC law, all or part of such shareholder's equity interests in the applicable, or any or all or the assets of such consolidated VIE. For reasons discussed in this section, there may be PRC legal restrictions on Ganzhou Qufenqi's ability to directly purchase such equity interests or assets. In the event such equity interests or assets are sold to persons designated by Ganzhou Qufenqi, Ganzhou Qufenqi and such persons will need to enter into contractual arrangements that are similar to the existing ones in order for Ganzhou Qufenqi to exercise effective control over and receive substantially all the economic benefits of such equity interests or assets. As for the equity interests in a consolidated VIE, the purchase price should be equal to the minimum price as permitted by PRC law. As for the assets of a consolidated VIE, the purchase price should be equal to the book value of the assets or the minimum price as permitted by applicable PRC law, whichever is higher. Without Ganzhou Qufenqi's prior written consent, each consolidated VIE and its shareholders have agreed that such consolidated VIE shall not amend its articles of association, increase or decrease the registered capital, sell or otherwise dispose of its assets or beneficial interest, create or allow any encumbrance on its assets or other beneficial interests, provide any loans or guarantees and etc. Ganzhou Qufenqi is entitled to all dividends and other distributions declared by each consolidated VIE except as it agrees otherwise in writing, and the shareholders of each consolidated VIE have agreed to pay any such dividends or distributions to Ganzhou Qufenqi. Each agreement will remain effective until all equity interests of the applicable consolidated VIE held by its shareholders and all assets of such consolidated VIE have been transferred or assigned to Ganzhou Qufenqi or its designated person(s).

Financial Support Undertaking Letters

We executed a financial support undertaking letter addressed to each consolidated VIE, pursuant to which we irrevocably undertake to provide unlimited financial support to such consolidated VIE to the extent permissible under the applicable PRC laws and regulations, regardless of whether such consolidated VIE has incurred an operational loss. The form of financial support includes but is not limited to cash, entrusted loans and borrowings. We will not request repayment of any outstanding loans or borrowings from a consolidated VIE if it or its shareholders do not have sufficient funds or are unable to repay such loans or borrowings. Each letter is effective from the date of the other agreements entered into among Ganzhou Qufenqi, the applicable consolidated VIE and its shareholders until the earlier of (i) the date on which all of the equity interests of such consolidated VIE have been acquired by or its designated representative(s), and (ii) the date on which we in our sole and absolute discretion unilaterally terminates the applicable financial support undertaking letter.

We expect to provide the financial support if and when required with a portion of the proceeds from this offering and proceeds from the issuance of equity or debt securities in the future.

SELECTED CONSOLIDATED FINANCIAL AND OPERATING DATA

The following selected consolidated statements of operations in the period from April 9 to December 31, 2014 and the years ended December 31, 2015 and 2016, and selected consolidated balance sheets as of December 31, 2015 and 2016 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our audited consolidated financial statements are prepared and presented in accordance with U.S. GAAP. The following selected consolidated statements of operations in the six months ended June 30, 2016 and 2017 and the selected consolidated balance sheet as of June 30, 2017 have been derived from our unaudited condensed consolidated financial statements included elsewhere in this prospectus and have been prepared on the same basis as our audited consolidated financial statements.

Our historical results are not necessarily indicative of results to be expected for any future period. The following selected consolidated financial data for the periods and as of the dates indicated are qualified by reference to, and should be read in conjunction with, our consolidated financial statements and related notes and the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations," both of which are included elsewhere in this prospectus.

	Period from April 9, 2014 (inception) through December 31,	Year Ended December 31,			Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
	(in thousands, except for share and per share data)				(unaudited)		
Selected Consolidated Statements of Operations:							
Revenues:							
Financing income	21,094	153,554	1,271,456	187,550	323,964	1,527,426	225,307
Sales commission fees	2,926	62,182	126,693	18,688	27,710	251,169	37,049
Penalty fees	114	19,271	22,943	3,384	19,931	2,836	418
Loan facilitation income and others	—	—	21,754	3,209	—	51,705	7,627
Total revenues	**24,133**	**235,007**	**1,442,846**	**212,831**	**371,605**	**1,833,135**	**270,402**
Operating cost and expenses(1):							
Cost of revenue	(9,014)	(148,417)	(267,862)	(39,512)	(87,751)	(316,565)	(46,696)
Sales and marketing	(46,368)	(192,603)	(182,458)	(26,914)	(75,746)	(149,505)	(22,053)
General and administrative	(3,503)	(42,426)	(108,786)	(16,047)	(11,266)	(68,267)	(10,070)
Research and development	(4,360)	(37,530)	(52,275)	(7,711)	(13,096)	(63,489)	(9,365)
Loss of guarantee liability	—	—	(861)	(127)	—	(7,526)	(1,110)
Provision for loan principal, financing service fee receivables and other receivables	(1,667)	(45,111)	(132,177)	(19,497)	(34,692)	(99,028)	(14,607)
Total operating cost and expenses	**64,911**	**466,086**	**744,418**	**(109,808)**	**(222,550)**	**(704,381)**	**(103,902)**
Other operating income	**—**	**—**	**14,646**	**2,160**	**2,531**	**37,523**	**5,535**
(Loss)/income from operations	**(40,778)**	**(231,078)**	**713,074**	**105,184**	**151,586**	**1,166,277**	**172,035**

	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31,			Six Months Ended June 30,		
		2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
	(in thousands, except for share and per share data)					(unaudited)	
Interest and investment income, net	8	2,889	1,857	274	4,685	(2,070)	(305)
Foreign exchange gain/(loss), net	—	752	(9,651)	(1,424)	(9,651)	—	—
Other income	0	779	47	7	9	309	46
Other expenses	(5)	(6,505)	(1,834)	(271)	(281)	(1)	(0)
Net (loss)/income before income taxes	**(40,775)**	**(233,164)**	**703,493**	**103,771**	**146,348**	**1,164,516**	**171,775**
Income tax expenses	—	—	(126,840)	(18,710)	(23,913)	(190,854)	(28,152)
Net (loss)/income	**(40,775)**	**(233,164)**	**576,653**	**85,061**	**122,435**	**973,662**	**143,623**
Net (loss)/income per share – basic	(0.51)	(2.94)	7.27	1.07	1.54	12.67	1.87
Net (loss)/income per share – diluted	(0.51)	(2.94)	1.90	0.28	0.41	3.23	0.48
Weighted average number of shares outstanding — basic	79,305,191	79,305,191	79,305,191	79,305,191	79,305,191	76,872,235	76,872,235
Weighted average number of shares outstanding — diluted	79,305,191	79,305,191	303,778,745	303,778,745	301,765,677	301,050,872	301,050,872
Pro forma basic income per share attributable to Class A and Class B ordinary shareholders (unaudited)			1.96	0.29		3.25	0.48
Pro forma diluted income per share attributable to Class A and Class B ordinary shareholders (unaudited)			1.95	0.29		3.23	0.48
Class A and Class B ordinary shares used in pro forma basic income per share computation (unaudited)			294,238,070	294,238,070		299,332,721	299,332,721
Class A and Class B ordinary shares used in pro forma diluted income per share computation (unaudited)			296,251,138	296,251,138		301,050,872	301,050,872
Total comprehensive (loss)/income	**(40,775)**	**(233,164)**	**576,653**	**85,061**	**122,435**	**973,662**	**143,623**

(1) Share-based compensation expenses are allocated in operating cost and expenses as follows:

	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31,			Six Months Ended June 30,		
		2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
			(in thousands)			(unaudited)	
Sales and marketing	952	23,691	690	102	—	1,581	233
General and administrative	742	11,425	18,986	2,801	—	24,184	3,567
Research and development	1,024	20,492	2,457	362	—	6,412	946
Total share-based compensation expenses	2,717	55,607	22,134	3,265	—	32,177	4,746

	As of December 31,			As of June 30, 2017	
	2015	2016			
	RMB	RMB	US$	RMB	US$
			(in thousands)	(unaudited)	
Selected Consolidated Balance Sheets:					
Cash and cash equivalents	210,114	785,770	115,907	645,034	95,148
Restricted cash	—	—	—	314,134	46,337
Short-term amounts due from related parties(1)	34,930	585,906	86,426	478,402	70,568
Short-term loan principal and financing service fee receivables	2,060,768	4,826,791	711,990	9,434,431	1,391,653
Long-term loan principal and financing service fee receivables	177,582	87,822	12,954	15,566	2,296
Total assets	2,675,596	7,117,599	1,049,902	11,371,640	1,677,406
Short-term borrowings and interest payables	1,562,883	4,183,231	617,059	6,466,502	953,860
Long-term borrowings and interest payables	89,358	76,052	11,218	11,823	1,744
Total liabilities	3,306,965	4,604,010	679,128	7,852,211	1,158,263
Total mezzanine equity	5,943,978	5,943,978	876,783	5,943,978	876,783
Total shareholders' deficit	(6,575,347)	(3,430,389)	(506,009)	(2,424,549)	(357,640)

(1) Includes RMB33.8 million and RMB404.6 million (US$59.7 million) and RMB473.2 million (US$69.8 million) deposited in our Alipay accounts as of December 31, 2015 and 2016 and June 30, 2017, respectively. Such amount is unrestricted as to withdrawal and use and readily available to us on demand.

Non-GAAP Measure

Adjusted Net (Loss)/Income

We use adjusted net (loss)/income, a non-GAAP financial measure, in evaluating our operating results and for financial and operational decision-making purposes. We believe that adjusted net (loss)/income help identify underlying trends in our business by excluding the impact of share-based compensation expenses, which are non-cash charges. We believe that adjusted net (loss)/income provide useful information about our operating results, enhance the overall understanding of our past performance and future prospects and allow for greater visibility with respect to key metrics used by our management in its financial and operational decision-making.

	Period from April 9, 2014 (inception) through December 31,	Year Ended December 31,			Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
				(in thousands)			
Adjusted net (loss)/income[1]	(38,058)	(177,557)	598,786	88,326	122,435	1,005,840	148,369

(1) Adjusted net (loss)/income is defined as net (loss)/income excluding share-based compensation expenses.

Adjusted net (loss)/income is not defined under U.S. GAAP and are not presented in accordance with U.S. GAAP. This non-GAAP financial measure has limitations as analytical tools, and when assessing our operating performance, cash flows or our liquidity, investors should not consider them in isolation, or as a substitute for net (loss)/income, cash flows provided by operating activities or other consolidated statements of operation and cash flow data prepared in accordance with U.S. GAAP.

We mitigate these limitations by reconciling the non-GAAP financial measure to the most comparable U.S. GAAP performance measure, all of which should be considered when evaluating our performance.

The following table reconciles our adjusted net (loss)/income in the years presented to the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP, which is net (loss)/income:

	Period from April 9, 2014 (inception) through December 31,	Year Ended December 31,			Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
				(in thousands)			
Net (loss)/income	(40,775)	(233,164)	576,653	85,061	122,435	973,662	143,623
Add: share-based compensation expenses	2,717	55,607	22,134	3,265	—	32,177	4,746
Adjusted net (loss)/income	(38,058)	(177,557)	598,786	88,326	122,435	1,005,840	148,369

Our Key Metrics

We regularly review a number of metrics to evaluate our business, measure our performance, identify trends, formulate financial projections and make strategic decisions.

	Year Ended December 31,			Six Months Ended June 30,	
	2014	2015	2016	2016	2017
			(in thousands)		
Number of average MAU	214	2,492	14,332	10,682	26,089
Number of active borrowers	166	1,230	6,115	2,488	7,023
Number of new borrowers	166	1,138	5,451	1,893	3,354
Number of transactions	199	2,687	40,599	11,128	40,509

	Year Ended December 31,				Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
				(in thousands)			
Amount of transactions	578,241	4,253,846	32,230,638	4,754,272	9,382,735	38,206,484	5,635,757
On-balance sheet transactions	578,241	4,253,846	30,221,678	4,457,935	9,382,735	35,391,699	5,220,554
Off-balance sheet transactions	—	—	2,008,961	296,337	—	2,814,785	415,203

	As of December 31,				As of June 30, 2017	
	2014	2015	2016			
	RMB	RMB	RMB	US$	RMB	US$
				(in thousands)		
Outstanding principal	513,283	2,262,602	6,331,739	933,981	10,670,804	1,574,027
On-balance sheet transactions	513,283	2,262,602	4,971,119	733,279	9,457,246	1,395,018
Off-balance sheet transactions	—	—	1,360,620	200,702	1,213,558	179,009

	As of December 31,				As of June 30, 2017	
	2014	2015	2016			
	RMB	RMB	RMB	US$	RMB	US$
				(in thousands)		
Amount of approved credit	4,865,435	11,000,469	43,335,881	6,392,383	68,988,739	10,176,381
Amount (outstanding) available for drawdown	4,352,152	8,725,845	36,946,167	5,449,850	58,194,789	8,584,189

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and related notes that appear in this prospectus. In addition to historical consolidated financial information, the following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and in this prospectus, particularly in the section titled "Risk Factors."

Overview

As a provider of online credit products, we use big data-enabled technologies, such as artificial intelligence and machine learning, to transform the consumer finance experience in China. We target hundreds of millions of quality, unserved or underserved consumers in China. They are young, mobile-active consumers who need access to small credit for their discretionary spending but are underserved by traditional financial institutions due to their lack of traditional credit data and the operational inefficiency of traditional financial institutions. We believe our operating efficiency and big data analytics capability to understand our prospective borrowers from different behavioral and transactional perspectives, assess their credit profiles and offer them instantaneous and affordable credit products with customized terms distinguishes our business and offerings.

We are the largest online provider of small cash credit products in China in terms of the number of active borrowers and the amount of transactions in the six months ended June 30, 2017, according to the Oliver Wyman Report. In the six months ended June 30, 2017, we facilitated approximately RMB38.2 billion (US$5.6 billion) in transactions to 7.0 million active borrowers.

We operate a pure online platform, with nearly all of the credit facilitated through mobile devices, providing consumers with a convenient experience. Prospective borrowers can apply for credit drawdowns on their mobile phones and receive approval within a few seconds. Approved borrowers are then able to draw down on their cash credit with cash disbursed immediately into their Alipay accounts in digital form. Borrowers also repay the credit drawdowns through their Alipay accounts. To complement our cash credit products, we offer merchandise credit products to finance borrowers' direct purchase of merchandise offered on our marketplace on installment basis. Through collaborating with more than 480 merchandise suppliers, we offer an expanding range of product categories ranging from consumer electronics products to watches and sports and outdoor products to capture approved borrowers' growing consumption demand and enhance their online shopping experience.

We currently offer cash credit products, which provide funds in digital form, and merchandise credit products. In the six months ended June 30, 2017, our cash credit products had an average size of approximately RMB920 (US$136) and weighted average term of approximately two months, and our merchandise credit products had an average size of approximately RMB1,250 (US$184) and weighted average term of approximately eight months. Small credit products typically have short durations, enabling us to quickly understand a borrower's behavior and further refine our data analytics and credit assessment model upon the completion of transaction cycles. Small credit products also enjoy favorable risk characteristics compared to larger credit products.

We aggregate our borrowers' behavioral data with data and credit analyses from various partners as inputs for our credit assessment model. As an innovator in the application of artificial intelligence to financial services, we utilize machine learning to accurately assess borrowers' credit profiles. We focus on data analyses that not only reflect borrowers' ability to repay but also their willingness to do so. These analyses are based on the prospective borrowers' social and shopping behavioral data, among others, in addition to the characteristic metrics such as locations and demographics. As borrowers repay, they build credit histories with us. Based on the credit histories, our artificial intelligence-based credit assessment model enables us to continually re-evaluate borrowers' credit profiles and provide more personalized credit limits. We offer borrowers with stronger credit profiles higher credit limits and longer repayment durations, thereby driving higher engagement with them.

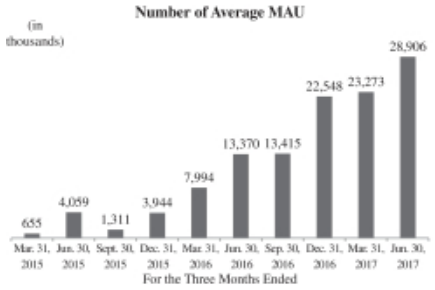
On average, an active borrower drew down credit approximately six times in the six months ended June 30, 2017. As of June 30, 2017, borrowers with outstanding credit drawdowns utilized approximately 51.3% of their credit limits on average. We believe borrowers who did not utilize the maximum amounts available for drawdowns under their respective credit limits tend to be those who utilize credit responsibly. As we accumulate more data and enhance the capability of our model, we strive to better engage, re-evaluate and serve prospective borrowers who had applied for credits in the past. As of June 30, 2017, only approximately 17.6 million out of our approximately 47.9 million registered users had been approved with credit.

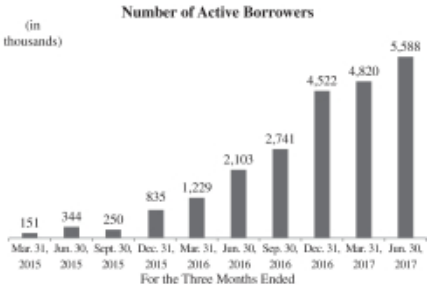
We have experienced robust credit performance. Our M1+ Delinquency Rate by Vintage for transactions in 2016 and the first quarter in 2017 has remained at a level of 0.5% or less up to June 30, 2017. M1+ Delinquency Rate by Vintage is defined as the total balance of outstanding principal of a vintage for which any installment payment is over 30 calendar days past due as of a particular date (adjusted to reflect total amount of recovered past due payments for principal and without taking into account charge-offs), divided by the total initial principal of the credit drawdowns in such vintage.

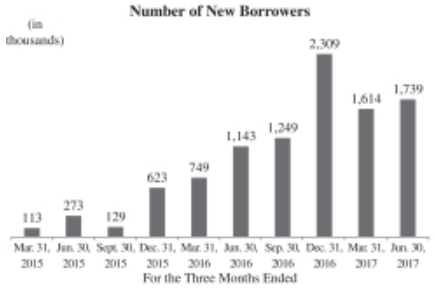
We have established a strategic partnership with Ant Financial and have in-depth cooperation in multiple areas of our business. We engage the majority of our active borrowers through the Alipay consumer interface. Zhima Credit provides us with credit analysis information of prospective borrowers, which enhances our credit analysis capabilities. We also provide Zhima Credit with our credit analysis of borrowers to reflect repayment and other credit attributes and work with Zhima Credit to further develop more robust credit analysis capabilities. In addition, we are in ongoing discussions with Ant Financial to explore other collaboration opportunities, including various approaches to engage and serve prospective borrowers.

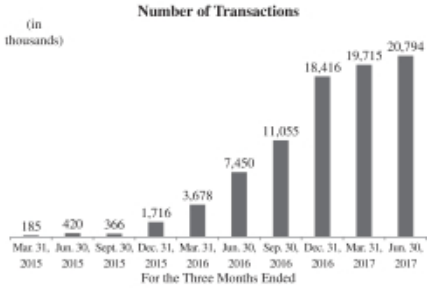
To provide a good user experience, we have technology and funding arrangements in place to enable instant drawdown of credit by consumers. We collaborate with a variety of institutional funding partners such as banks, a consumer finance company and other institutions, to secure sufficient amounts of funding for credit drawdowns. Institutional funding partners are interested in working with us because of the short duration of our credit products, our technology-driven credit assessment capabilities and the diversified credit portfolio with attractive risk-adjusted returns. Our strong technological capabilities enable us to seamlessly integrate our system with those of our institutional funding partners, rapidly facilitate transactions and repayment settlements at a massive scale and forecast our funding needs on a real-time basis. We do not directly source funding from retail investors. Currently, we retain most of the credit risk with respect to the cooperation with institutional funding partners. We also utilize our own capital to fund the credit drawdowns to enhance user experience so that they can instantly receive funds after drawdown requests. Our historical funding arrangements involve the transfer of such credit drawdowns to institutional funding partners. We have established new funding arrangements as we diversify our funding sources. Such new arrangements include indirect funding of credit drawdowns by institutional funding partners through trusts that we established with trust companies as well as direct funding of credit drawdowns by institutional funding partners. Our longer-term objectives are to primarily leverage external institutional funding and to transfer credit risk to or share it with a diversified group of institutional funding partners.

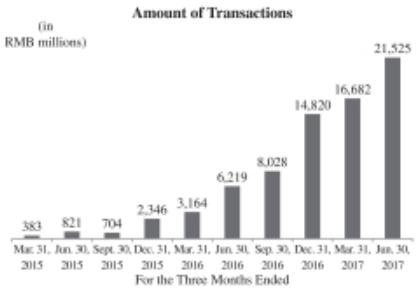
Since inception in 2014, our business has witnessed significant growth and increased borrower activities, as illustrated by the charts below:











We mainly generate financing income from cash credit products and both financing income and sales commission fees from merchandise credit products.

We have achieved significant scale and experienced strong growth in our results of operations. Our total revenues increased from RMB24.1 million in the period from April 9 to December 31, 2014 to RMB235.0 million in 2015. Our total revenues further reached RMB1,442.8 million (US$212.8 million) in 2016, which was 514.0% higher than our total revenues in 2015. Our total revenues increased by 393.3% from RMB371.6 million in the six months ended June 30, 2016 to RMB1,833.1 million (US$270.4 million) in the same period in 2017. Our net losses were RMB40.8 million in the period from April 9 to December 31, 2014 and RMB233.2 million in 2015. In 2016, we recorded net income of RMB576.7 million (US$85.1 million). Our net income increased by 695.2% from RMB122.4 million in the six months ended June 30, 2016 to RMB973.7 million (US$143.6 million) in the same period in 2017.

Key Factors Affecting Our Results of Operations

Number and Engagement of Borrowers

We engage the majority of our active borrowers through different channels on the Alipay consumer interface. Our ability to continue to engage borrowers efficiently is significantly affected by our relationships and the terms of our collaborations with Ant Financial. Detailed arrangements with Ant Financial, including borrower engagement fees, may change from time to time, which affects our results of operations. As we seek to broaden our borrower base, our success in collaborating with other leading Internet companies and other marketing efforts will affect the size and credit quality of our borrower base. In addition, our brand, reputation, user experience and the pricing of our credit products will affect our borrower retention capability and repeat transactions by borrowers.

Our Partnership with Ant Financial

We have established a strategic partnership with Ant Financial. Our collaboration with Ant Financial has an important effect on our results of operations. We benefit from Alipay's strong brand recognition and wide adoption in China. In particular, we are able to promote our products and launch campaigns through the public service window on the Alipay consumer interface, a borrower engagement channel which is free of charge and generally available to third parties. We have been able to engage the majority of our active borrowers, particularly repeat borrowers, through such channel since 2016. Such collaboration with Alipay has been an important factor in expanding our borrower base while controlling our sales and marketing expenses. We have also utilized borrower engagement channels on the Alipay consumer interface in which we pay a fee. To the extent we rely more heavily on paid channels, our costs for borrower engagement would increase. We also collaborate with Zhima Credit to enhance the credit analysis capabilities of our business. Given that the online consumer finance market in China continues to evolve, we are in ongoing discussions with Ant Financial to explore other collaboration opportunities, including various approaches to engage and serve prospective borrowers. Changes to our arrangement with Ant Financial in borrower engagement and other aspects of our business could affect our borrower engagement efficiency, the growth of our business and our profitability.

Risk Management

Our ability to effectively evaluate a borrower's credit profile affects our ability to offer attractive borrowing terms. The quality of our risk management system affects the delinquency rates of the transactions we facilitate. We periodically adjust our allowance for loan principal and financing service fee receivables when we believe that the future collection of the principal of on-balance sheet transactions is unlikely. We base the allowance for loan principal and financing service fee receivables primarily on historical loss experience using a roll rate-based model applied to our principal and financing service fee receivables portfolios and, to a lesser extent, macroeconomic factors. As such, an increase in delinquency rates of on-balance sheet transactions will result in a higher allowance for loan principal and financing service fee receivables. We recognize any increase in allowance for loan principal and financing service fee receivables as provision for loan principal and financing service fee receivables for the relevant period. We charge off loan principal and financing service fee receivables as a reduction to the allowance for loan principal and financing service fee receivables when the principal and financing service fee receivables are deemed to be uncollectible. Our Provision Ratio, calculated as the amount of provision for loan principal and financing service fee receivables incurred during a period as a percentage of the total amount of on-balance sheet transactions facilitated during such period, was 0.29%, 1.06%, 0.40% and 0.28% in 2014, 2015, 2016 and the six months ended June 30, 2017, respectively. Our Allowance Ratio, calculated as the amount of allowance for loan principal and financing service fee receivables as of a date as a percentage of the total amount of loan principal and financing service fee receivables as of such date, was 0.32%, 1.51%, 2.09% and 1.43% as of December 31, 2014, 2015 and 2016 and June 30, 2017, respectively. We do not believe changes in Allowance Ratio accurately reflect the performance of transactions facilitated. For more information, see "— Credit Performance — Allowance Ratio". For each off-balance sheet transaction, we record the fair value of guarantee liability, which represents the present value of our expected payout based on the estimated delinquency rate and the applicable discount rate for time value. The loan facilitation fees payable to us, net of guarantee liability which was allocated from the consideration in connection with such credit

drawdowns, are recognized as loan facilitation income and others. As such, an increase in expected delinquency rates of off-balance sheet transactions will result in an increase in the fair value of guarantee liabilities, which is recognized as loss of guarantee liability in our results of operations.

Funding Sources, Costs and Risk Transfer

The growth of our business is dependent on our ability to secure sufficient funding for the transactions that we facilitate. We primarily work with institutional funding partners to fund the credit we facilitate. We do not directly source funding from retail investors. The availability of funds from the institutional funding partners that we collaborate with affects our liquidity and the amount of transactions that we will be able to facilitate. The cost of capital for funds from institutional funding partners that we collaborate with during any specific period impacts our profitability.

We collaborate with institutional funding partners in several ways. There are credit drawdowns that are initially funded by us and subsequently transferred to or funded indirectly by institutional funding partners through trusts that we established with trust companies. For such arrangements, we recognize financing income from borrowers including interest collected on behalf of our institutional funding partners. We record interest expenses of borrowings on funds provided by such institutional funding partners as cost of revenues. For this type of transactions, we retain full credit risk and record them on our balance sheet. As we incur interest expenses of borrowings on such funding arrangement, an increase in such arrangement may adversely affect our profit margin. We also collaborate with certain institutional funding partners that provide funds directly to borrowers for credit drawdowns that we facilitate, which enables us to facilitate additional transactions without utilizing our capital resources. Such institutional funding partners deduct the principal and service fees due to them from borrowers' repayments and remit the remainder to us as our loan facilitation fees. Such loan facilitation fees, net of the fair value of guarantee liabilities which was deducted from the consideration, are recognized as loan facilitation income and others. We do not incur interest expenses of borrowings on their funding. As such, an increase in such arrangement may enhance our profit margin. We record the credit drawdowns funded under such arrangements off-balance sheet. Depending on the arrangement with the specific institutional funding partner, we either assume full credit risk or share credit risk with the institutional funding partner. The fair value of guarantee liabilities, which represents the present value of our expected payouts due to defaults under off-balance sheet transactions, is recorded on our balance sheet.

While we intend to focus on leveraging technology, rather than capital, to serve the broad consumer base in China, we also fund certain credit drawdowns by our borrowers ourselves. We have established online small credit companies and utilized trusts funded by us for such purpose. Increasing utilization of our own capital during any specific period in order to enhance user experience and funding flexibility would also enhance our profit margin.

For additional information as to the details of our collaboration with institutional funding partners, see "Business — Funding."

Product Offerings

We primarily offer small cash and merchandise credit products that typically have short durations. Our revenue and profitability are subject to the amount of financing service fees charged and the number of transactions we facilitate. Amount of financing service fees per transaction is a function of the size and duration of credit products. Credit products of larger size and longer duration generally correspond to higher financing service fees. In addition, borrowers with strong credit profiles may be offered discounts as to financing service fees. In April 2017, we lowered the financing service fee levels for certain cash credit products. We may further lower the financing service fee levels in the future in response to customer characteristics, market demand, competition and regulations, which would impact our revenue and profitability. The relative contribution in amount of transactions facilitated under our cash credit products and merchandise credit products also affect revenue and profitability. In particular, merchandise credit products generate both financing income and sales commission fees, while cash credit products generate only financing income. A higher proportion of merchandise credit products in our product mix tends to enhance our profitability.

In addition, we are in ongoing discussions with Ant Financial to explore other collaboration opportunities. Such cooperation may affect our range of product offerings. Furthermore, we may also leverage our credit assessment model to help other financial services providers assess the credit profiles of their own customers according to their credit standards, and our ability to execute such plan may affect the growth of our business and profitability. We expect to charge fees for such credit assessment services.

Economic Conditions and Regulatory Environment in China

The demand for credit from borrowers is dependent upon overall economic conditions in China. General economic factors, including the interest rate environment and unemployment rates, may affect borrowers' willingness to seek credit. For example, significant increases in interest rates could cause prospective borrowers to defer obtaining credit as they wait for interest rates to decrease. Additionally, a slowdown in the economy, resulting in a rise in the unemployment rate and/or a decrease in real income, may affect individuals' level of disposable income. This may affect borrowers' repayment capability and their willingness to seek credit, which may potentially affect credit drawdowns and/or delinquency rates.

The regulatory environment for the online consumer finance industry in China is developing and evolving, creating both challenges and opportunities that could affect our financial performance. Due to the relatively short history of online consumer finance industry in China, the PRC government has not adopted a clear regulatory framework governing our industry. We will continue to make efforts to ensure that we are compliant with the existing laws, regulations and governmental policies relating to our industry and to comply with new laws and regulations or changes under existing laws and regulations that may arise in the future. While new laws and regulations or changes to existing laws and regulations could make facilitating credit to borrowers more difficult or expensive, or making such credit products more difficult for borrowers or institutional funding partners to accept or on terms favorable to us, these events could also provide new product and market opportunities.

Credit Performance

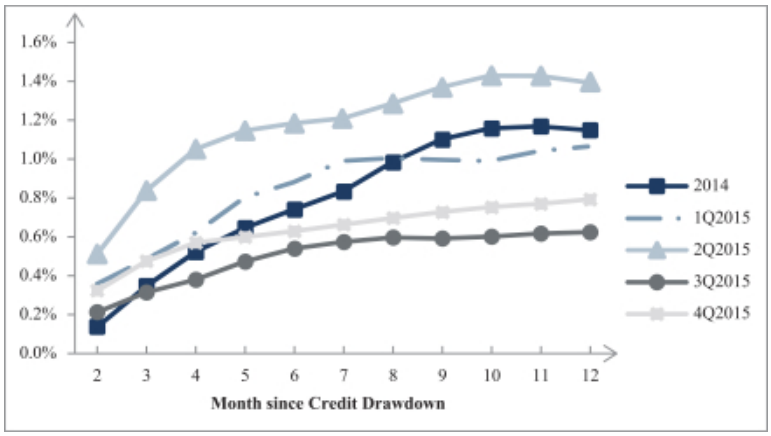
The credit performance of the transactions we facilitate affects our financial condition and results of operations. If one payment for a credit drawdown facilitated by us is past due, the remaining payments that are not yet due are also considered past due for the purpose of evaluating the performance of the credit drawdown. Based on our experience, credit drawdowns past due 1 to 30 calendar days would be largely recovered by collection, therefore our focus on credit performance are those transactions for which any installment payment was more than 30 calendar days ("M1+") past due. We closely monitor the credit performance measured by the M1+ Delinquency Rates by Vintage, which track the lifetime performance of the credit drawdowns originated in a certain vintage.

M1+ Delinquency Rate by Vintage

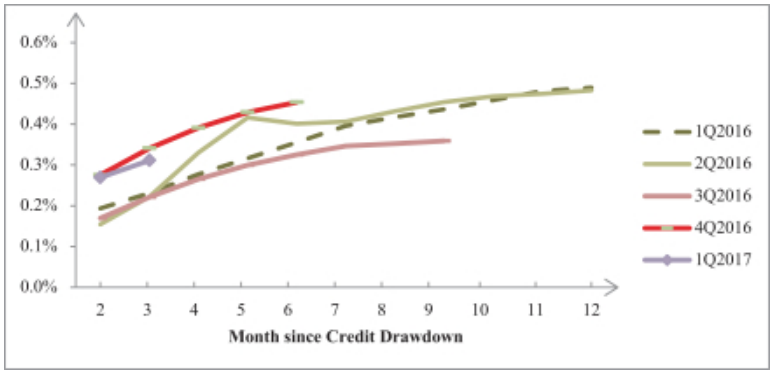
We define "M1+ Delinquency Rate by Vintage" as the total balance of outstanding principal of a vintage for which any installment payment is over 30 calendar days past due as of a particular date (adjusted to reflect total amount of recovered past due payments for principal and without taking into account charge-offs), divided by the total initial principal in such vintage.

We separate the vintages from 2014 to 2015 when we were mainly engaged in the offline market, and the vintages since the first quarter of 2016 after the transition of our business to the current model.

The following chart displays the historical lifetime cumulative M1+ Delinquency Rate by Vintage from the second month after credit drawdowns up to the twelfth month after such transactions for all transactions for 2014 and each of the quarters in 2015, without taking into account charge-offs:



The following chart displays the historical lifetime cumulative M1+ Delinquency Rate by Vintage from the second month after credit drawdowns up to the twelfth month after such transactions for all transactions for each of the quarters in 2016 and the first quarter in 2017, without taking into account charge-offs:



M1+ Delinquency Rate by Vintage for vintages in 2016 and the first quarter in 2017 have remained at a level of 0.5% or less up to June 30, 2017 as a result of our effective credit assessment model and risk management system despite serving a more diverse customer group. After we started to engage borrowers online in November 2015, we have fully automated our data collection and risk management process and placed increasing emphasis on big data analytics. M1+ Delinquency Rate by Vintage for the fourth quarter of 2016 is higher than other vintages in 2016 primarily due to a significant increase in the amount of transactions within a concentrated short period during the quarter, as we aimed to satisfy the increased borrower demand during November 11 and December 12 shopping seasons. The amount of transactions further increased in the first quarter of 2017, while M1+ Delinquency Rate by Vintage for such quarter slightly decreased compared to the fourth quarter of 2016, which demonstrates the strength of our credit assessment model.

Credit Performance Data

The following table provides the total balance of outstanding principal for on-balance sheet transactions where the longest past due period of an installment payment was 1 to 30, 31 to 60, 61 to 90 and more than 90 calendar days as of the dates presented:

As of	Delinquent for					
	1-30 calendar days	31-60 calendar days	61-90 calendar days	More than 90 calendar days	Total	
	RMB	RMB	RMB	RMB	RMB	US$
	(in thousands)					
December 31, 2014	954	144	29	77	1,203	175
December 31, 2015	10,582	4,791	4,345	11,615	31,333	4,622
December 31, 2016	74,833	19,549	14,678	29,770	138,830	20,479
June 30, 2017	71,135	28,831	23,009	55,745	178,720	26,363

The following table provides the balance of outstanding financing service fees for on-balance sheet transactions where the longest past due period of an installment payment was 1 to 30, 31 to 60 and 61 to 90 calendar days as of the dates presented(1):

As of	Delinquent for				
	1-30 calendar days	31-60 calendar days	61-90 calendar days	Total	
	RMB	RMB	RMB	RMB	US$
	(in thousands)				
December 31, 2014	26	7	2	34	5
December 31, 2015	157	98	132	387	56
December 31, 2016	1,851	757	680	3,288	485
June 30, 2017	4,792	1,867	1,085	7,743	1,142

(1) Financing service fees are reversed post 90 calender days.

We actively service and collect principal and financing service fees that are past due. The following table sets forth the amount of principal and financing service fees for on-balance sheet transactions that were recovered for the periods presented:

	Period from April 9, 2014 (inception) through December 31,	Year Ended December 31,			Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
			(thousands)				
Amount recovered past due payments for principal	58	9,739	102,353	15,098	21,770	152,611	22,511
Amount recovered past due payments for financing service fees	17	1,294	6,099	900	1,270	8,489	1,252

The following table sets forth the amount we charged off for the periods presented:

	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31,			Six Months Ended June 30,		
		2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
			(thousands)				
Amount charged off	—	12,591	49,427	7,291	16,488	67,165	9,907

We charge off loan principal and financing service fee receivables if any of the conditions specified in our charge-off policy is satisfied, including the amount remain outstanding 180 calendar days past due and therefore deemed uncollectible.

We actively detect and prevent fraud utilizing our proprietary risk management system and fraud prevention system. The following table sets forth the amount of losses due to borrower fraud identified by us for the periods presented:

	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31,			Six Months Ended June 30,		
		2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
			(thousands)				
Amount of losses due to identified borrower fraud	—	537	3,473	512	0	1,946	287

The amount of transactions has increased significantly since inception, which is accompanied by an increase in the amount of losses due to identified borrower fraud.

Provision Ratio

We define “Provision Ratio” as the amount of provision for loan principal and financing service fee receivables incurred during a period as a percentage of the total amount of on-balance sheet transactions during such period. The following table sets forth our Provision Ratio for the periods presented:

	Year Ended December 31,			Six Months Ended June 30,	
	2014	2015	2016	2016	2017
Provision Ratio	0.29%	1.06%	0.40%	0.37%	0.28%

We periodically adjust our allowance for loan principal and financing service fee receivables when we believe that the future collection of principal is unlikely. We base the allowance for loan principal and financing service fee receivables primarily on historical loss experience using a roll rate-based model applied to our principal and financing service fee receivables portfolios and, to a lesser extent, macroeconomic factors. We recognize any increase in allowance for loan principal and financing service fee receivables as provision for loan principal and financing service fee receivables for the relevant period. Our Provision Ratio increased from 0.29% in 2014 to 1.06% in 2015. The increase in Provision Ratio was primarily due to the increase in the delinquency, as we were still at an early stage of our business and establishing our credit assessment model in 2014 and 2015. Our Provision Ratio decreased to 0.40% in 2016 and further to 0.28% in the six months ended June 30, 2017 primarily due to the fact that we enhanced our credit assessment model and risk management system, as we have fully automated our data collection and risk management process and placed increasing emphasis on big data analytics.

Allowance Ratio

We define "Allowance Ratio" as the amount of allowance for loan principal and financing service fee receivables as of a date as a percentage of the total amount of loan principal and financing service fee receivables as of such date. The following table sets forth our Allowance Ratio and principal turnover ratio as of the dates presented:

	As of or for the year ended December 31,			As of or for the six months ended June 30,
	2014	2015	2016	2017
Allowance Ratio	0.32%	1.51%	2.09%	1.43%
Principal turnover ratio(1)	1.1x	1.9x	6.1x	3.7x

(1) Represents amount of transactions in 2014, 2015 and 2016 and in the six months ended June 30, 2017, divided by outstanding principal at the respective period end.

(2) In comparison, the principal turnover ratio for the six months ended June 30, 2016 was 2.7x.

Allowance Ratio increased from 0.32% as of December 31, 2014 to 1.51% as of December 31, 2015, which was in line with the increase in Provision Ratio from 2014 to 2015. Allowance Ratio further increased to 2.09% as of December 31, 2016, which was primarily due to the fact that we started facilitating credit products with shorter durations in late 2015. As a result, many of such credit drawdowns were repaid within the same period in which they were facilitated, resulting in a lower period-end outstanding principal that did not reflect the increase in total amount of transactions during such periods. Our principal turnover ratio increased from 1.1x for the year ended December 31, 2014 to 6.1x for the year ended December 31, 2016. Given the short-term nature of our credit products, the amount of on-balance sheet transactions during 2016 was 6.1 times the outstanding on-balance sheet principal as of December 31, 2016. As such, the performance of transactions is more accurately reflected when assessed based on the amount of transactions facilitated during a period than based on the outstanding principal as of the period end. For a more accurate indication as to our enhanced risk management capability, please refer to the Provision Ratio as elaborated above.

The following tables present the aging of Allowance Ratio as of December 31, 2014, 2015 and 2016 and June 30, 2017.

As of December 31, 2014

	Non-delinquent	1-30 days	31-60 days	61-90 days	91-120 days	121-150 days	151-180 days	Total	Over 180 days(1)
Loan principal and financing service fee receivables (RMB)	514,019,098	980,045	150,446	30,171	25,858	27,618	23,151	515,256,387	—
Allowance for loan principal and financing service fee receivables (RMB)	989,283	428,415	142,969	30,171	25,858	27,618	23,151	1,667,465	—
Allowance Ratio	0.19%	43.71%	95.03%	100.00%	100.00%	100.00%	100.00%	0.32%	NA

(1) Amounts remain outstanding 180 days past due and therefore deemed uncollectible are charged off.

As of December 31, 2015

	Non-delinquent	1-30 days	31-60 days	61-90 days	91-120 days	121-150 days	151-180 days	Total	Over 180 days(1)
Loan principal and financing service fee receivables (RMB)	2,229,430,652	10,739,279	4,888,898	4,477,012	3,434,317	4,141,727	4,039,424	2,261,151,309	12,021,790
Allowance for loan principal and financing service fee receivables (RMB)	11,555,203	5,031,202	3,706,368	3,684,859	2,948,420	3,627,111	3,634,322	34,187,485	12,021,790
Allowance Ratio	0.52%	46.85%	75.81%	82.31%	85.85%	87.57%	89.97%	1.51%	100.00%

(1) Amounts remain outstanding 180 days past due and therefore deemed uncollectible are charged off.

As of December 31, 2016

	Non-delinquent	1-30 days	31-60 days	61-90 days	91-120 days	121-150 days	151-180 days	Total	Over 180 days(1)
Loan principal and financing service fee receivables (RMB)	4,877,508,261	76,684,251	20,305,480	15,357,740	11,429,365	9,186,682	9,154,380	5,019,626,159	57,974,297
Allowance for loan principal and financing service fee receivables (RMB)	18,891,416	33,849,595	14,780,233	12,280,005	9,382,617	7,857,448	8,072,425	105,113,739	57,974,297
Allowance Ratio	0.39%	44.14%	72.79%	79.96%	82.09%	85.53%	88.18%	2.09%	100.00%

(1) Amounts remain outstanding 180 days past due and therefore deemed uncollectible are charged off.

As of June 30, 2017

	Non-delinquent	1-30 days	31-60 days	61-90 days	91-120 days	121-150 days	151-180 days	Total	Over 180 days(1)
Loan principal and financing service fee receivables (RMB)	9,400,478,659	75,926,491	30,697,751	24,093,573	18,425,344	16,930,050	20,390,018	9,586,941,886	123,145,997
Allowance for loan principal and financing service fee receivables (RMB)	30,757,271	26,710,940	18,612,046	16,949,829	13,666,078	13,486,478	16,762,633	136,945,275	123,145,997
Allowance Ratio	0.33%	35.18%	60.63%	70.35%	74.17%	79.66%	82.21%	1.43%	100.00%

(1) Amounts remain outstanding 180 days past due and therefore deemed uncollectible are charged off.

We base the allowance for loan principal and financing service fee receivables primarily on historical loss experience using a roll rate-based model, and as indicated in the tables above, we record such allowance even with respect to loans that are non-delinquent. The Allowance Ratio for loan principal more than 180 days past due is 100%. We also charge off such loan principal in accordance with our charge-off policy.

M1+ Delinquency Coverage Ratio

We define "M1+ Delinquency Coverage Ratio" as the balance of allowance for principal and financing service fee receivables at the end of a period, divided by the total balance of outstanding principal for on-balance sheet transactions for which any installment payment was more than 30 calendar days past due as of the end of such period.

	As of December 31,			As of June 30,
	2014	2015	2016	2017
M1+ Delinquency Coverage Ratio	6.7x	1.6x	1.6x	1.3x

M1+ Delinquency Coverage Ratio was above 1.0x as of December 31, 2014, 2015, 2016 and June 30, 2017, indicating that our allowance for principal and financing service fee receivables was adequate to cover delinquency balance. M1+ Delinquency Coverage Ratio was 6.7x as of December 31, 2014, as we were still at an early stage of our business. M1+ Delinquency Coverage Ratio was 1.6x, 1.6x and 1.3x as of December 31, 2015 and 2016 and June 30, 2017, respectively.

Charge-Off Ratio

We define "Charge-Off Ratio" as the amount of loan principal receivables we charged off during a period, divided by the total amount of on-balance sheet transactions during such period.

	Year Ended December 31,			Six Months Ended June 30,	
	2014	2015	2016	2016	2017
			%		
Charge-Off Ratio	—	0.30%	0.16%	0.18%	0.19%

Off-Balance Sheet Transactions

We started to facilitate off-balance sheet transactions in September 2016. As of June 30, 2017, the total balance of outstanding principal for off-balance sheet transactions where an installment payment was past due was RMB50.0 million (US$6.9 million), representing 3.9% of the total balance of outstanding principal for off-balance sheet transactions. Based on the present value of our expected payouts in connection with borrowers' defaults on the off-balance sheet transactions, we recorded guarantee liabilities of RMB9.7 million (US$1.4 million) as of June 30, 2017. For more information, see "— Critical Accounting Policies, Judgments and Estimates — Guarantee Liabilities."

Funding

The table below sets forth a breakdown by funding sources, as a percentage of the total amount of transactions facilitated, in the periods presented:

	Year Ended December 31,			Six Months Ended June 30, 2017
	2014	2015	2016	
			%	
On-balance sheet transactions				
Credit drawdowns that were funded by institutional funding partners	88.6	74.3	33.2	48.1
Credit drawdowns transferred to institutional funding partners	88.6	74.3	27.9	33.5
Credit drawdowns funded through trusts(1)	—	—	5.3	14.6
Credit drawdowns that were funded by our own capital	11.4	25.7	60.6	44.6
Total on-balance sheet transactions	**100.0**	**100.0**	**93.8**	**92.6**
Off-balance sheet transactions	—	—	**6.2**	**7.4**
Total	**100.0**	**100.0**	**100.0**	**100.0**

(1) Excludes credit drawdowns funded by our own capital through trusts.

Our longer-term objectives are to primarily leverage external institutional funding and to transfer credit risk to or share it with a diversified group of institutional funding partners. We will continue to broaden and deepen our institutional fund partnerships. We have recently entered into cooperation agreements with banks to fund credit to our borrowers. We are seeking to increasingly attract external funding to be provided directly to our borrowers.

We also aim to enter into credit risk sharing arrangement with an increasing portion of our institutional funding partners. Given the reduced risk exposure from such type of arrangement, the transactions may be recorded off-balance sheet. An increase in such arrangement may enhance our profitability where the credit risk shared is less than the provision needed if the transactions were on-balance sheet.

For additional information as to the details of our collaboration with institutional funding partners, see “Business — Funding.”

Components of Results of Operations

Total Revenues

Our total revenues comprise financing income, sales commission fees, penalty fees and loan facilitation income and others. Our total revenues are presented net of origination costs, VAT and related surcharges. Financing income represents financing service fees that we collect from borrowers for on-balance sheet transactions, which we have facilitated since inception in April 2014. Sales commission fees represent fees earned from merchandise suppliers in connection with merchandise credit products. Penalty fees represent fees we charge borrowers for late repayment. Loan facilitation income and others represent loan facilitation fees earned from certain institutional funding partners in connection with off-balance sheet transactions, a type of funding arrangement that started in September 2016. For more information, see "— Critical Accounting Policies, Judgments and Estimates — Revenue Recognition." The following table sets forth the breakdown of our total revenues, both in absolute amount and as a percentage of our total revenues, for the periods presented:

	Period from April 9, 2014 (inception) through December 31, 2014		Year Ended December 31,					Six Months Ended June 30,				
			2015		2016			2016		2017		
	RMB	%	RMB	%	RMB	US$	%	RMB	%	RMB	US$	%
	(in thousands, except for percentages)											
Revenues												
Financing income	21,094	87.4	153,554	65.3	1,271,456	187,550	88.1	323,964	87.2	1,527,426	225,307	83.3
Sales commission fees	2,926	12.1	62,182	26.5	126,693	18,688	8.8	27,710	7.5	251,169	37,049	13.7
Penalty fees	114	0.5	19,271	8.2	22,943	3,384	1.6	19,931	5.4	2,836	418	0.2
Loan facilitation income and others	—	—	—	—	21,754	3,209	1.5	—	—	51,705	7,627	2.8
Total revenues	**24,133**	**100.0**	**235,007**	**100.0**	**1,442,846**	**212,831**	**100.0**	**371,605**	**100.0**	**1,833,135**	**270,402**	**100.0**

Financing Income

Financing income represents financing service fees that we collect from borrowers for on-balance sheet transactions, which we have facilitated since inception in April 2014. Financing income is net of origination costs, VAT and related surcharges. The amount of financing income for each transaction is primarily based upon the amount and duration of such credit product. Financing income for merchandise credit products is recorded at the time when the merchandise suppliers confirm the order and have shipped the relevant merchandise to borrowers. The aspects of our operations that give rise to interest income include, among others, the time value of money associated with the funds lent to borrowers and the credit risk that we undertake. Therefore, we recognize financing income using the effective interest method.

For borrowers with strong credit profiles, we may offer them discounts as to financing service fees. When a borrower applies a discount to a specific installment, such discount reduces the amount that the borrower is obligated to repay for such installment. Therefore, the discount represents a reduction in the future cash flows from the credit drawdown and is recorded as a reduction to financing income utilizing the effective interest rate method.

Sales Commission Fees

Sales commission fees represent fees earned from merchandise suppliers when borrowers purchase their merchandise on our marketplace and comprise (i) the difference between the retail prices of the merchandise sold to borrowers and the prices of the merchandise that we pay to the merchandise suppliers and (ii) rebates earned from merchandise suppliers.

Penalty Fees

Penalty fees represent fees we charge borrowers for late repayment. As collectability is not reasonably assured, the penalty fee is recorded on a cash basis.

Loan Facilitation Income and Others

Loan facilitation income and others represent loan facilitation fees earned from certain institutional funding partners for credit directly funded by them, a type of funding arrangement that started in September 2016. The relevant institutional funding partners deduct the principal and fees due to them from borrowers' repayments and remit the remainder to us as our loan facilitation fees. Such loan facilitation fees, net of the fair value of guarantee liabilities which was deducted from the consideration, are recognized as loan facilitation income and others. Loan facilitation income and others represent (i) an initial intermediary fee earned from the institutional funding partners on the origination date in consideration of our loan facilitation services and (ii) a recurring fee earned from such institutional funding partners in consideration of our post-origination services.

Operating Cost and Expenses

Our operating cost and expenses consist of cost of revenue, sales and marketing expenses, general and administrative expenses, research and development expenses, loss of guarantee liability and provision for loan principal, financing service fee receivables and other receivables. The following table sets forth our operating cost and expenses, both in absolute amount and as a percentage of our total revenues, for the periods presented:

	Period from April 9, 2014 (inception) through December 31, 2014		Year Ended December 31,					Six Months Ended June 30,				
			2015		2016			2016		2017		
	RMB	%	RMB	%	RMB	US$	%	RMB	%	RMB	US$	%
	(in thousands, except for percentages)											
Operating cost and expenses:												
Cost of revenue	9,014	37.4	148,417	63.2	267,862	39,512	18.6	87,751	23.6	316,565	46,696	17.3
Sales and marketing	46,368	192.1	192,603	82.0	182,458	26,914	12.6	75,746	20.4	149,505	22,053	8.2
General and administrative	3,503	14.5	42,426	18.1	108,786	16,047	7.5	11,266	3.0	68,267	10,070	3.7
Research and development	4,360	18.1	37,530	16.0	52,275	7,711	3.6	13,096	3.5	63,489	9,365	3.5
Loss of guarantee liability	—	—	—	—	861	127	0.1	—	—	7,526	1,110	0.4
Provision for loan principal, financing service fee receivables and other receivables	1,667	6.9	45,111	19.2	132,177	19,497	9.2	34,692	9.3	99,028	14,607	5.4
Total	**64,911**	**269.0**	**466,086**	**198.3**	**744,418**	**109,808**	**51.6**	**222,550**	**59.9**	**704,381**	**103,902**	**38.4**

The following table sets forth our operating cost and expenses paid to related parties for the periods presented:

	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31,			Six Months Ended June 30,		
		2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
			(in thousands)				
Operating cost and expenses paid to related parties:							
Cost of revenue(1)	—	8,185	47,337	6,983	14,521	76,383	11,267
Sales and marketing(2)	—	—	36,150	5,332	—	75,555	11,145
Total	**—**	**8,185**	**83,486**	**12,315**	**—**	**151,938**	**22,412**

(1) Includes (i) payment processing and settlement fees to Alipay, (ii) fees related to credit analysis information provided by Zhima Credit and (iii) interest expenses of borrowings from Guosheng Financial Holding Inc. in connection with its investment in one of our trusts.

(2) Includes borrower engagement fees to Ant Financial.

No general and administrative or research and development expenses were paid to related parties during the periods presented.

Cost of Revenue

Our cost of revenue represents interest expenses of borrowings, which are fees paid or payable to institutional funding partners and other lending related costs, which include payment processing and settlement fees, including those paid to Alipay. The following table sets forth components of our cost of revenue, both in absolute amount and as a percentage of our total revenues, for the periods presented:

	Period from April 9, 2014 (inception) through December 31, 2014		Year Ended December 31,					Six Months Ended June 30,				
			2015		2016			2016		2017		
	RMB	%	RMB	%	RMB	US$	%	RMB	%	RMB	US$	%
					(in thousands, except for percentages)							
Cost of revenue:												
Interest expenses of borrowings	7,807	32.4	122,706	52.2	210,950	31,117	14.6	68,288	18.4	238,536	35,186	13.0
Other lending related costs	1,207	5.0	25,711	10.9	56,912	8,395	3.9	19,462	5.2	78,030	11,510	4.3
Total	**9,014**	**37.4**	**148,417**	**63.2**	**267,862**	**39,512**	**18.6**	**87,751**	**23.6**	**316,565**	**46,696**	**17.3**

Interest expenses of borrowings depend on the institutional funding partners which we work with to provide funding to credit we facilitate. Historically, we typically group credit drawdowns into portfolios and transfer them to institutional funding partners. Such institutional funding partners then provide us with funding for the credit drawdowns transferred, which are recorded as short-term borrowings and long-term borrowings on our consolidated balance sheet. After collecting principals and financing service fees from borrowers, we remit to these institutional funding partners all principals and fees payable. If borrowers default on their payment obligations, we are generally obligated to repay these institutional funding partners all principals and fees payable in respect of credit drawdowns funded by them. We have ceased transferring credit drawdowns to P2P platforms in April 2017. We recognize fees paid to such institutional funding partners as interest expenses of

borrowing in our cost of revenue. Starting in December 2016, we also collaborate with trust companies to enable certain institutional funding partners to provide funding to borrowers through trusts. Such trust arrangements provide a specified rate of return to the institutional funding partners. The amount accrued that reflects such pre-agreed rate of return payable to the institutional funding partners is also recognized as interest expenses of borrowings. Fee rates vary among institutional funding partners. As of June 30, 2017, the annual rates for short-term borrowings and long-term borrowings from institutional funding partners that are P2P platforms ranged from 6.0% to 12.0%. As of the same date, the annual rates for short-term borrowings from banks and other institutional funding partners ranged from 7.5% to 8.5% and 6.0% to 12.0%, respectively. The interests payable to institutional funding partners are lower than financing service fees we collect from borrowers on the credit drawdowns transferred. As of June 30, 2017, we do not have any long-term borrowings from other institutional funding partners. Certain institutional funding partners provide funds directly to borrowers for credit that we facilitate, and we do not recognize interest expenses of borrowings relating to such credit drawdowns. In addition, when utilizing our own capital to fund credit, we also do not incur interest expenses of borrowings.

Sales and Marketing

Sales and marketing expenses consist primarily of expenses related to borrower engagement and retention, such as fees paid to Ant Financial and general brand awareness building. Sales and marketing expenses also include salaries, benefits and share-based compensation related to our sales and marketing staff.

General and Administrative

General and administrative expenses consist primarily of share-based compensation, salaries and benefits related to accounting and finance, business development, legal, human resources and other personnel, as well as professional service fees related to various corporate activities.

Research and Development

Research and development expenses consist primarily of share-based compensation, salaries and benefits related to technology and product development personnel, as well as rental expenses related to offices for our technology and product development personnel.

Loss of Guarantee Liability

For each off-balance sheet transaction, we record the fair value of guarantee liability, which represents the present value of our expected payout based on the estimated delinquency rate and the applicable discount rate for time value. The financing service fees payable to us, net of guarantee liability which was deducted from the consideration in connection with such transaction, are recognized as loan facilitation income and others. Any increase in the fair value of guarantee liabilities of off-balance sheet transactions is recognized as loss of guarantee liability in our results of operations. We started to facilitate off-balance sheet transactions in September 2016 and recognized RMB0.9 million (US$0.1 million) and RMB7.5 million (US$1.1 million) of loss of guarantee liability in 2016 and the six months ended June 30, 2017, respectively.

Provision for Loan Principal, Financing Service Fee Receivables and Other Receivables

We periodically adjust our allowance for loan principal and financing service fee receivables when we believe that the future collection of principal is unlikely. We base this allowance primarily on historical loss experience using a roll rate-based model applied to our principal and financing service fees receivables portfolios and, to a lesser extent, macroeconomic factors. For information regarding our accounting policy related to allowance for loan principal and financing service fee receivables, see “—Critical Accounting Policies, Judgments and Estimates — Loan Principal and Financing Service Fee Receivables.” We periodically adjust our allowance for other receivables when we believe that the future collection of receivables from merchandise

suppliers is unlikely. Each merchandise supplier is obligated to refund us the amount we have paid, if the relevant borrower returns previously purchased merchandise in accordance with the product return policies of our marketplace. We recognize any increase in allowance for loan principal, financing service fee receivables and other receivables as provision for loan principal, financing service fee receivables and other receivables for the relevant period. The following table sets forth the provision for loan principal, financing service fee receivables and other receivables, both in an absolute amount and as a percentage of total revenues, for the periods presented.

	Period from April 9, 2014 (inception) through December 31, 2014		Year Ended December 31,					Six Months Ended June 30,				
			2015		2016			2016		2017		
	RMB	%	RMB	%	RMB	US$	%	RMB	%	RMB	US$	%
	(in thousands, except for percentages)											
Provision for loan principal, financing service fee receivables and other receivables	1,667	6.9	45,111	19.2	132,177	19,497	9.2	34,692	9.3	99,028	14,607	5.4

The amounts payable to institutional funding partners due to borrower defaults were RMB0.1 million, RMB18.3 million, RMB32.6 million (US$4.8 million) and RMB10.5 million (US$1.6 million) in the period from April 9, 2014 to December 31, 2014, 2015, 2016 and the six months ended June 30, 2017, respectively. Such amounts were included in provision for loan principal, financing service fee receivables and other receivables.

Share-based Compensation

The following table sets forth the effect of share-based compensation expenses on our operating cost and expenses line items, both in an absolute amount and as a percentage of total revenues, for the periods presented.

	Period from April 9, 2014 (inception) through December 31, 2014		Year Ended December 31,					Six Months Ended June 30,				
			2015		2016			2016		2017		
	RMB	%	RMB	%	RMB	US$	%	RMB	%	RMB	US$	%
	(in thousands, except for percentages)											
Sales and marketing	952	3.9	23,691	10.1	690	102	0.0	—	—	1,581	233	0.1
General and administrative	742	3.1	11,425	4.9	18,986	2,801	1.3	—	—	24,184	3,567	1.3
Research and development	1,024	4.2	20,492	8.7	2,457	362	0.2	—	—	6,412	946	0.3
Total	**2,717**	**11.3**	**55,607**	**23.7**	**22,133**	**3,265**	**1.5**	**—**	**—**	**32,177**	**4,746**	**1.8**

See "— Critical Accounting Policies, Judgments and Estimates — Measurement of Share-based Compensation" for a description of what we account for the compensation cost from share-based payment transactions.

Taxation

Cayman Islands

We are an exempted company incorporated in the Cayman Islands. Under the current laws of the Cayman Islands, we are not subject to tax based upon profits, income, gains or appreciations and there is no taxation in the nature of inheritance tax or estate duty. In addition, upon payment of dividends by us to our shareholders, no Cayman Islands withholding tax will be imposed.

Hong Kong

Our subsidiary incorporated in Hong Kong is subject to Hong Kong profit tax at a rate of 16.5%. No Hong Kong profit tax has been levied as we did not have assessable profit that was earned in or derived from the Hong Kong subsidiary during the periods presented. Hong Kong does not impose a withholding tax on dividends.

China

Generally, our subsidiary and consolidated VIEs in China are subject to enterprise income tax on their taxable income in China at a rate of 25%. The enterprise income tax is calculated based on the entity's global income as determined under PRC tax laws and accounting standards.

We are subject to VAT at a rate of 6% on the services we provide to borrowers, less any deductible VAT we have already paid or borne. We are also subject to surcharges on VAT payments in accordance with PRC law. During the periods presented, we were not subject to business tax on the services we provide.

Dividends paid by our wholly foreign-owned subsidiary in China to our intermediary holding company in Hong Kong will be subject to a withholding tax rate of 10%, unless the relevant Hong Kong entity satisfies all the requirements under the Arrangement between the PRC and the Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion with respect to Taxes on Income and Capital and receives approval from the relevant tax authority. If our Hong Kong subsidiary satisfies all the requirements under the tax arrangement and receives approval from the relevant tax authority, then the dividends paid to the Hong Kong subsidiary would be subject to withholding tax at the standard rate of 5%.

If our holding company in the Cayman Islands or any of our subsidiaries outside of China were deemed to be a "resident enterprise" under the PRC Enterprise Income Tax Law, it would be subject to enterprise income tax on its worldwide income at a rate of 25%.

Results of Operations

The following tables set forth a summary of our consolidated results of operations for the periods presented, in absolute amount and as a percentage of our total revenues. This information should be read together with our consolidated financial statements and related notes included elsewhere in this prospectus. We were founded in April 2014, and 2015 was the first year in which we generated revenues for the entire fiscal year. Due to our limited operating history, period-to-period comparisons discussed below may not be meaningful and are not indicative of our future trends. See "Risk Factors — Risks Relating to Our Business and Industry — We have a limited operating history in a new and evolving market, which makes it difficult to evaluate our future prospects."

	Period from April 9, 2014 (inception) through December 31,	Year Ended December 31,			Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
				(in thousands)			
Revenues:							
Financing income	21,094	153,554	1,271,456	187,550	323,964	1,527,426	225,307
Sales commission fees	2,926	62,182	126,693	18,688	27,710	251,169	37,049
Penalty fees	114	19,271	22,943	3,384	19,931	2,836	418
Loan facilitation income and others	—	—	21,754	3,209	—	51,705	7,627
Total revenues	**24,133**	**235,007**	**1,442,846**	**212,831**	**371,605**	**1,833,135**	**270,402**
Operating cost and expenses:							
Cost of revenue	(9,014)	(148,417)	(267,862)	(39,512)	(87,751)	(316,565)	(46,696)
Sales and marketing	(46,368)	(192,603)	(182,458)	(26,914)	(75,746)	(149,505)	(22,053)
General and administrative	(3,503)	(42,426)	(108,786)	(16,047)	(11,266)	(68,267)	(10,070)
Research and development	(4,360)	(37,530)	(52,275)	(7,711)	(13,096)	(63,489)	(9,365)
Loss of guarantee liability	—	—	(861)	(127)	—	(7,526)	(1,110)
Provision for loan principal, financing service fee receivables and other receivables	(1,667)	(45,111)	(132,177)	(19,497)	(34,692)	(99,028)	(14,607)
Total operating cost and expenses	**(64,911)**	**(466,086)**	**(744,418)**	**(109,808)**	**(222,550)**	**(704,381)**	**(103,902)**
Other operating income	**—**	**—**	**14,646**	**2,160**	**2,531**	**37,523**	**5,535**
(Loss)/income from operations	**(40,778)**	**(231,078)**	**713,074**	**105,184**	**151,586**	**1,166,277**	**172,035**
Interest and investment income, net	8	2,889	1,857	274	4,685	(2,070)	(305)
Foreign exchange gain/(loss), net	—	752	(9,651)	(1,424)	(9,651)	—	—
Other income	0	779	47	7	9	309	46
Other expenses	(5)	(6,505)	(1,834)	(271)	(281)	(1)	(0)
Net (loss)/income before income taxes	**(40,775)**	**(233,164)**	**703,493**	**103,771**	**146,348**	**1,164,516**	**171,775**
Income tax expenses	—	—	(126,840)	(18,710)	(23,913)	(190,854)	(28,152)
Net (loss)/income	**(40,775)**	**(233,164)**	**576,653**	**85,061**	**122,435**	**973,662**	**143,623**

	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31,		Six Months Ended June 30,	
		2015	2016	2016	2017
			(%)		
Revenues:					
Financing income	87.4	65.3	88.1	87.2	83.3
Sales commission fees	12.1	26.5	8.8	7.5	13.7
Penalty fees	0.5	8.2	1.6	5.4	0.2
Loan facilitation income and others	—	—	1.5	—	2.8
Total revenues	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**
Operating cost and expenses:					
Cost of revenue	(37.4)	(63.2)	(18.6)	(23.6)	(17.3)
Sales and marketing	(192.1)	(82.0)	(12.6)	(20.4)	(8.2)
General and administrative	(14.5)	(18.1)	(7.5)	(3.0)	(3.7)
Research and development	(18.1)	(16.0)	(3.6)	(3.5)	(3.5)
Loss of guarantee liability	—	—	(0.1)	—	(0.4)
Provision for loan principal, financing service fee receivables and other receivables	(6.9)	(19.2)	(9.2)	(9.3)	(5.4)
Total operating cost and expenses	**(269.0)**	**(198.3)**	**(50.6)**	**(59.9)**	**(38.4)**
Other operating income	**—**	**—**	**1.0**	**0.7**	**2.0**
(Loss)/income from operations	**(169.0)**	**(98.3)**	**49.4**	**40.8**	**63.6**
Interest and investment income, net	(0.0)	1.2	0.1	1.3	(0.1)
Foreign exchange gain/(loss), net	—	0.3	(0.7)	(2.6)	—
Other income	0.0	0.3	0.0	0.0	0.0
Other expense	(0.0)	(2.8)	(0.1)	(0.1)	(0.0)
Net (loss)/income before income taxes	**(169.0)**	**(99.2)**	**48.7**	**39.4**	**63.5**
Income tax expenses	—	—	(8.8)	(6.4)	(10.4)
Net (loss)/income	**(169.0)**	**(99.2)**	**40.0**	**32.9**	**53.1**

Six Months Ended June 30, 2017 Compared to Six Months Ended June 30, 2016

Total revenues. Our total revenues increased from RMB371.6 million in the six months ended June 30, 2016 to RMB1,833.1 million (US$270.4 million) in the same period in 2017 primarily due to increase in financing income from RMB324.0 million in the six months ended June 30, 2016 to RMB1,527.4 million (US$225.3 million) in the same period in 2017 as a result of the substantial increase in amount of transactions from approximately RMB9.4 billion in the six months ended June 30, 2016 to RMB35.4 billion (US$5.2 billion) in the same period in 2017. The increase in amount of transactions was due to the substantial increase in the number of active borrowers from 2.5 million in the six months ended June 30, 2016 to 7.0 million in the same period in 2017. Such increase in the number of active borrowers was primarily the result of (i) the shift of our target borrower base from college students to young consumers in general and (ii) increase in borrower engagement efficiency. The attractiveness of our products and our brand value also led to an increase in drawdowns by borrowers of their credit. The number of transactions per active borrower increased to 5.8 in the six months ended June 30, 2017 from 4.5 in the same period in 2016. Such short-term credit drawdowns generated lower revenue per transaction, partially offsetting the higher revenue driven by increasing number of transactions.

Increase in total revenues was also due to increase in sales commissions fees from RMB27.7 million in the six months ended June 30, 2016 to RMB251.2 million (US$37.0 million) in the six months ended June 30, 2017. This was a result of (i) increase in merchandise credit utilized by borrowers to purchase merchandise on our

marketplace due to the expansion of merchandise offerings, (ii) improvement in the mix of merchandise sold on our marketplace and (iii) to a lesser extent, the increase in sales commissions fee rate.

Loan facilitation income and others increased from nil in the six months ended June 30, 2016 to RMB51.7 million (US$7.6 million) in the same period in 2017. We generate loan facilitation income and others in connection with off-balance sheet transactions, which we started to facilitate in September 2016.

Increase in total revenues was partially offset by decrease in penalty fees from RMB19.9 million in the six months ended June 30, 2016 to RMB2.8 million (US$0.4 million) in the six months ended June 30, 2017. The decrease was a result of a lower delinquency rate of recent vintage transactions.

Operating cost and expenses. Our total operating cost and expenses increased from RMB222.6 million in the six months ended June 30, 2016 to RMB704.4 million (US$103.9 million) in the same period in 2017, primarily attributable to the increase in cost of revenue, sales and marketing expenses and provision for loan principal, financing service fee receivables and other receivables.

- *Cost of revenue.* Our cost of revenue increased from RMB87.8 million in the six months ended June 30, 2016 to RMB316.6 million (US$46.7 million) in the same period in 2017 primarily in connection with the increase in interest expenses of borrowings due to increase in funds provided by institutional funding partners and the increase in payment processing and settlement fees to Alipay and fees related to credit analysis information for Zhima Credit.

  Our cost of revenue as a percentage of our total revenues decreased from 23.6% to 17.3% during the same period, primarily due to increased turnover of transactions on our balance sheet, which results in more efficient utilization of our borrowings.

- *Sales and marketing expenses*. Our sales and marketing expenses increased from RMB75.7 million in the six months ended June 30, 2016 to RMB149.5 million (US$22.1 million) in the same period in 2017. This was primarily due to an increase in borrower engagement fees to Ant Financial from nil million in the six months ended June 30, 2016 to RMB75.6 million (US$11.1 million) in the same period in 2017. In addition, share-based compensation expenses for sales and marketing personnel increased from nil in the six months ended June 30, 2016 to RMB1.6 million (US$0.2 million) in the six months ended June 30, 2017. Our sales and marketing expenses as a percentage of our total revenues decreased from 20.4% to 8.2% during the same period, primarily due to the significant increase in our total revenues that has resulted in economies of scale.

- *General and administrative expenses.* Our general and administrative expenses increased from RMB11.3 million in the six months ended June 30, 2016 to RMB68.3 million (US$10.1 million) in the same period in 2017, primarily due to (i) an increase in rent expenses from RMB0.5 million to RMB3.1 million (US$0.5 million), (ii) an increase in share-based compensation expenses for general and administrative personnel from nil in the six months ended June 30, 2016 to RMB24.2 million (US$3.6 million) in the same period in 2017, and (iii) an increase in salaries and benefits paid from RMB7.0 million to RMB17.3 (US$2.5 million) primarily as a result of increase in the number and average salary of general and administrative personnel. Our general and administrative expenses as a percentage of our total revenues increased from 3.0% to 3.7% during the same period.

- *Research and development expenses.* Our research and development expenses increased from RMB13.1 million in the six months ended June 30, 2016 to RMB63.5 million (US$9.4 million) in the same period in 2017, primarily due to (i) an increase in salaries and benefits paid as a result of increase in the number and average salary of research and development personnel to focus on enhancing our data analytics and risk management capabilities and (ii) an increase in service fee paid to a third party service provider as to customized cloud computing services from RMB0.9 million to RMB8.4 million (US$1.2 million). In addition, share-based compensation expenses for research and development personnel increased from nil in the six months ended June 30, 2016 to RMB6.4 million (US$0.9

million) in the six months ended June 30, 2017. Our research and development expenses as a percentage of our total revenues remained stable at 3.5% during the same period.

- *Loss of guarantee liability.* We recognized loss of guarantee liability of RMB7.5 million (US$1.1 million) in the six months ended June 30, 2017 based on the present value of the expected payouts in connection with borrowers defaults on the off-balance sheet transactions we facilitated.
- *Provision for loan principal, financing service fee receivables and other receivables.* Our provision for loan principal, financing service fee receivables and other receivables increased from RMB34.7 million in the six months ended June 30, 2016 to RMB99.0 million (US$14.6 million) in the same period in 2017, primarily due to increase in amount of transactions. Our Provision Ratio, which is the amount of provision for loan principal and financing service fee receivables incurred during a period as a percentage of the total amount of on-balance sheet transactions during such period, decreased from 0.37% in the six months ended June 30, 2016 to 0.28% in the same period in 2017, primarily due to a lower delinquency rate of recent vintage transactions, which is used as one of the inputs for estimating the provision amount. Such lower delinquency rate of recent vintage transactions was due to our enhanced credit assessment model and risk management system capabilities.

Other operating income. We recognized other operating income of RMB37.5 million (US$5.5 million) in the six months ended June 30, 2017 in connection with VAT and individual income tax refunds received from the relevant tax authorities.

Interest and investment income, net. We recorded an interest and investment income of RMB4.7 million in the six months ended June 30, 2016, primarily due to interest income of short-term investments made, while we recorded a interest and investment loss of RMB2.1 million (US$0.3 million) in the same period in 2017, primarily due to an investment loss of RMB5.9 million (US$0.9 million) in connection with our investment in QuCampus, which was partially offset by interest income of RMB3.8 million (US$0.6 million) in connection with interest income of bank deposits and short-term investments made.

Foreign exchange loss. We recognized foreign exchange loss of RMB9.7 million in the six months ended June 30, 2016. We did not recognize any foreign exchange gains or losses in the same period in 2017.

Other income. Our other income was RMB9,223 in the six months ended June 30, 2016 and RMB0.3 million (US$45,633) in the same period in 2017.

Other expenses. Our other expenses were RMB0.3 million in the six months ended June 30, 2016 and RMB578 (US$85) in the same period in 2017.

Income tax expenses. Our income tax expense increased from RMB23.9 million in the six months ended June 30, 2016 to RMB190.9 million (US$28.2 million) in the same period in 2017, primarily due to the increase in our taxable income.

Net income. As a result of the foregoing, our net income increased significantly from RMB122.4 million in the six months ended June 30, 2016 to RMB973.7 million (US$143.6 million) in the same period in 2017.

Adjusted net (loss)/income. Our adjusted net income, which is defined as net income excluding share-based compensation expenses, increased from RMB122.4 million in the six months ended June 30, 2016 to RMB1,005.8 million (US$148.4 million) in the same period in 2017. Adjusted net (loss)/income is not defined under U.S. GAAP and are not presented in accordance with U.S. GAAP. For additional information as to such non-GAAP financial measure, see “Selected Consolidated Financial and Operating Data — Non-GAAP Measure — Adjusted Net (Loss)/Income.”

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

Total revenues. Our total revenues increased from RMB235.0 million in 2015 to RMB1,442.8 million (US$212.8 million) in 2016 primarily due to increase in financing income from RMB153.6 million in 2015 to RMB1,271.5 million (US$187.5 million) in 2016 as a result of the substantial increase in amount of on-balance sheet transactions facilitated from approximately RMB4,253.8 million in 2015 to RMB30,221.7 million (US$4,457.9 million) in 2016. The increase in amount of on-balance sheet transactions facilitated was due to the substantial increase in the number of active borrowers from 1.2 million in 2015 to 6.1 million in 2016. Such increase in the number of active borrowers was primarily the result of (i) the shift of our target borrower base from college students to young consumers in general and (ii) increase in borrower engagement efficiency. The introduction of an increasing number of short-term credit products offered in the fourth quarter of 2015, the attractiveness of our products and our brand value also led to an increase in drawdowns by borrowers of their credit. The number of transactions per active borrower increased from 2.2 in 2015 to 6.6 in 2016. Such short-term credit drawdowns generated lower revenue per transaction, partially offsetting the higher revenue driven by increasing number of transactions.

Loan facilitation income and others increased from nil in 2015 to RMB21.8 million (US$3.2 million) in the same period in 2016. We generate loan facilitation income and others in connection with off-balance sheet transactions, which we started to facilitate in September 2016.

Operating cost and expenses. Our total operating cost and expenses increased from RMB466.1 million in 2015 to RMB744.4 million (US$109.8 million) in 2016, primarily attributable to the increase in cost of revenue, provision for loan principal and financing service fees and general and administrative expenses, partially offset by a decrease in sales and marketing expenses.

- *Cost of revenue.* Our cost of revenue increased from RMB148.4 million in 2015 to RMB267.9 million (US$39.5 million) in 2016 in connection with the increase in interest expenses of borrowings due to increase in funds provided by institutional funding partners.

  Our cost of revenue as a percentage of our total revenues decreased from 63.2% to 18.6% during the same period, primarily due to a decrease in cost of funding offered by institutional funding partners and an increase in the portion of our own capital utilized to fund credit drawdowns facilitated in 2016 which does not incur interest expenses of borrowings.

- *Sales and marketing expenses*. Our sales and marketing expenses decreased from RMB192.6 million in 2015 to RMB182.5 million (US$26.9 million) in 2016. This was primarily due to (i) an increase in borrower engagement efficiency through the Alipay consumer interface and (ii) our ability to engage prospective borrowers through a free channel on the Alipay consumer interface generally available to third parties, which was partially offset by the increase in salaries and benefits paid to sales and marketing personnel. Such expenses increased from RMB79.4 million in 2015 to RMB96.4 million (US$14.2 million) in 2016 due to an increase in sales and marketing personnel from January 2016 to July 2016, partially offset by the phase-out of our offline sales and marketing team after July 2016, since which time all of our borrowers were engaged through online channels. Our sales and marketing expenses as a percentage of our total revenues decreased from 82.0% to 12.6% during the same period.

- *General and administrative expenses.* Our general and administrative expenses increased from RMB42.4 million in 2015 to RMB108.8 million (US$16.0 million) in 2016, primarily due to an increase in salaries and benefits paid primarily as a result of increase in the number of general and administrative personnel. Our general and administrative expenses as a percentage of our total revenues decreased from 18.1% to 7.5% during the same period, primarily due to the significant increase in our total revenues that has resulted in economies of scale.

- *Research and development expenses.* Our research and development expenses increased from RMB37.5 million in 2015 to RMB52.3 million (US$7.7 million) in 2016, primarily due to an increase in salaries and benefits paid as a result of the increase in the number of research and development

personnel to focus on enhancing our data analytics and risk management capabilities. Our research and development expenses as a percentage of our total revenues decreased from 16.0% in 2015 to 3.6% in 2016, primarily due to the significant increase in our total revenues that has resulted in economies of scale.

- *Loss of guarantee liability*. We recognized loss of guarantee liability of RMB0.9 million (US$0.1 million) in 2016 based on the present value of the expected payouts in connection with borrowers defaults on the off-balance sheet transactions we facilitated.
- *Provision for loan principal, financing service fee receivables and other receivables.* Our provision for loan principal, financing service fee receivables and other receivables increased from RMB45.1 million in the 2015 to RMB132.2 million (US$19.5 million) in 2016, primarily due to increase in credit drawdowns. Our Provision Ratio, which is the amount of provision for loan principal and financing service fee receivables incurred during a period as a percentage of the total amount of on-balance sheet transactions during such period, decreased from 1.06% in 2015 to 0.40% in 2016, primarily due to a lower delinquency rate of recent vintages, which is used as one of the inputs for estimating the provision amount. Such lower delinquency rate of recent vintages was due to our enhanced credit assessment model and risk management system capabilities.

Other operating income. We recognized other operating income of RMB14.6 million (US$2.2 million) in 2016 in connection with VAT refunds received from the relevant tax authorities.

Interest and investment income, net. Our interest and investment income decreased from RMB2.9 million in 2015 to RMB1.9 million (US$0.3 million) in 2016, primarily due to our share of the loss of QuCampus recognized in the amount of RMB4.8 million (US$0.7 million) in 2016, which was partially offset by (i) an increase in investment income of short-term investments from RMB0.8 million in 2015 to RMB3.4 million (US$0.5 million) in 2016, and (ii) the increase in interest income from RMB2.1 million in 2015 to RMB3.3 million (US$0.5 million) in 2016.

Foreign exchange gain, net. We recognized foreign exchange gain, net, of RMB0.8 million in 2015. We recognized foreign exchange loss, net, of RMB9.7 million (US$1.4 million) in 2016.

Other income. Our other income was RMB0.8 million in 2015 primarily due to the government grants received. Our other income was RMB47,186 (US$6,960) in 2016.

Other expenses. Our other expenses were RMB6.5 million in 2015, primarily due to donation of RMB6.5 million. Our other expenses were RMB1.8 million (US$0.3 million) in 2016, primarily due to donation of RMB1.0 million (US$0.1 million).

Income tax expenses. We incurred income tax expense of RMB126.8 million (US$18.7 million) in 2016. We did not incur any income tax expense in 2015 as we incurred net loss during the period.

Net (loss)/income. As a result of the foregoing, we incurred a net loss of RMB233.2 million in 2015 as compared to net income of RMB576.7 million (US$85.1 million) in 2016.

Adjusted net (loss)/income. We incurred adjusted net loss, which is defined as net loss excluding share-based compensation expenses, of RMB177.6 million in 2015 as compared to adjusted net income, which is defined as net income excluding share-based compensation expenses, of RMB598.8 million (US$88.3 million) in 2016. Adjusted net (loss)/income is not defined under U.S. GAAP and are not presented in accordance with U.S. GAAP. For additional information as to such non-GAAP financial measure, see “Selected Consolidated Financial and Operating Data — Non-GAAP Measure — Adjusted Net (Loss)/Income.”

Year Ended December 31, 2015 Compared to the Period From April 9 to December 31, 2014

Total revenues. Our total revenues increased from RMB24.1 million in the period from April 9 to December 31, 2014 to RMB235.0 million in 2015, primarily due to an increase in financing income from RMB21.1 million in the period from April 9 to December 31, 2014 to RMB153.6 million in 2015 as a result of the substantial increase in amount of transactions from approximately RMB578.2 million in 2014 to RMB4,253.8 million in 2015. The increase in amount of transactions was due to the substantial increase in the number of active borrowers from 0.2 million in 2014 to 1.2 million in 2015. Such increase in active borrowers was primarily the result of our efforts to broaden our reach of college students across China in 2015, as well as our efforts to then shift our focus to young consumers in general starting in November 2015. The introduction of an increasing number of short-term credit products offered in the fourth quarter of 2015, the attractiveness of our products and our brand value also led to an increase in the number of transactions per active borrower, partially offset by the lower revenue per transaction due to the increasing number of small-sized transactions we facilitated.

Increase in total revenues was also due to increase in sales commission fees from RMB2.9 million in the period from April 9 to December 31, 2014 to RMB62.2 million in 2015. This was a result of (i) increase in merchandise credit utilized by borrowers to purchase merchandise on our marketplace due to the expansion of merchandise offerings and (ii) our increasing bargaining power when negotiating sales commission fees that we earned from merchandise suppliers due to the scale and strong growth of our user base and business.

Operating cost and expenses. Our total operating cost and expenses increased from RMB64.9 million in the period from April 9 to December 31, 2014 to RMB466.1 million in 2015.

- *Cost of revenue.* Our cost of revenue increased from RMB9.0 million in the period from April 9 to December 31, 2014 to RMB148.4 million in 2015 in connection with an increase in amount of transactions.

  Our cost of revenue as a percentage of our total revenues increased from 37.4% to 63.2% during the same period.

- *Sales and marketing expenses*. Our sales and marketing expenses increased from RMB46.4 million in the period from April 9 to December 31, 2014 to RMB192.6 million in 2015. The increase was primarily due to the increase in salaries and benefits paid, mainly to our offline sales and marketing personnel, which increased from RMB15.3 million for the period from April 9 to December 31, 2014 to RMB79.4 million in 2015, and the increase in share-based compensation recognized. Our sales and marketing expenses as a percentage of our total revenues decreased from 192.1% to 82.0% during the same period, primarily due to improved efficiency of our sales and marketing efforts as a result of economies of scale.

- *General and administrative expenses.* Our general and administrative expenses increased from RMB3.5 million in the period from April 9 to December 31, 2014 to RMB42.4 million in 2015, primarily due to the increases in salaries and benefits paid and share-based compensation recognized. Our general and administrative expenses as a percentage of our total revenues increased from 14.5% to 18.1% during the same period, primarily due to the expansion of general and administrative personnel that support and supervise our offline sales and marketing network.

- *Research and development expenses.* Our research and development expenses increased from RMB4.4 million in the period from April 9 to December 31, 2014 to RMB37.5 million in 2015, primarily due to the increases in salaries and benefits paid and share-based compensation recognized. Our research and development expenses as a percentage of our total revenues decreased from 18.1% to 16.0% during the same period, primarily due to economies of scale.

- *Provision for loan principal, financing service fee receivables and other receivables.* Our allowance for loan principal, financing service fee receivables and other receivables increased from RMB1.7 million in the period from April 9 to December 31, 2014 to RMB34.2 million in 2015, primarily due to

increase in the amount of transactions. Our Provision Ratio increased from 0.29% in 2014 to 1.06% in 2015. The increase in Provision Ratio was primarily due to the increase in the delinquency, as we were still at an early stage of our business and establishing our credit assessment model in 2014 and 2015.

Interest and Investment Income, net. Our interest and investment income increased from RMB8,146 in the period from April 9 to December 31, 2014 to RMB2.9 million in 2015, primarily due to increase in the amount of short-term investments made.

Foreign exchange gain, net. We recognized foreign exchange gain, net, of RMB0.8 million in 2015. We did not recognize any foreign exchange gains or losses in the period from April 9 to December 31, 2014.

Other income. Our other income was RMB98 in the period from April 9 to December 31, 2014. Our other income was RMB0.8 million in 2015 primarily as a result of government subsidies received.

Other expesnses. Our other expenses were RMB5,186 in the period from April 9 to December 31, 2014. Our other expenses were RMB6.5 million in 2015 primarily due to charitable donations we made.

Net loss. As a result of the foregoing, our net loss increased from RMB40.8 million in the period from April 9 to December 31, 2014 to RMB233.2 million in 2015.

Adjusted net loss. Our adjusted net loss, which is defined as net loss excluding share-based compensation expenses, increased from RMB38.1 million in the period from April 9 to December 31, 2014 to RMB177.6 million in 2015. Adjusted net loss is not defined under U.S. GAAP and is not presented in accordance with U.S. GAAP. For additional information as to such non-GAAP financial measure, see “Selected Consolidated Financial and Operating Data — Non-GAAP Measure — Adjusted Net (Loss)/Income.”

Selected Quarterly Results of Operations

The following table sets forth our historical unaudited consolidated selected quarterly results of operations for the periods indicated.

	For the Three Months Ended									
	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016	March 31, 2017	June 30, 2017
	(in RMB thousands)									
Revenue:										
Financing income	29,559	36,792	45,522	41,681	109,848	214,116	335,655	611,837	696,893	830,532
Sales commission fee	9,159	19,225	7,310	26,488	6,959	20,751	18,532	80,451	100,020	151,149
Penalty fees	2,314	2,548	6,803	7,606	12,042	7,889	1,456	1,556	1,344	1,492
Loan facilitation income and others	—	—	—	—	—	—	—	21,754	36,481	15,223
Total revenues	**41,032**	**58,565**	**59,635**	**75,775**	**128,849**	**242,756**	**355,644**	**715,598**	**834,739**	**998,397**
Operating cost and expenses:										
Cost of revenue	(20,469)	(33,860)	(40,113)	(53,974)	(42,770)	(44,981)	(68,406)	(111,706)	(122,270)	(194,295)
Sales and marketing	(26,135)	(75,132)	(26,320)	(65,015)	(30,905)	(44,840)	(38,756)	(67,955)	(54,207)	(95,298)
General and administrative	(3,779)	(8,211)	(10,180)	(20,256)	(4,284)	(6,982)	(11,704)	(85,816)	(41,150)	(27,118)
Research and development	(3,048)	(4,925)	(7,115)	(22,441)	(4,280)	(8,817)	(11,897)	(27,282)	(25,041)	(38,448)
Loss of guarantee liability	—	—	—	—	—	—	—	(861)	(6,232)	(1,294)
Provision for loan principal, financing service fee receivables and other receivables	(6,584)	(13,458)	(10,889)	(14,180)	(16,780)	(17,911)	(34,360)	(63,125)	(50,489)	(48,539)
Total operating cost and expenses	**(60,016)**	**(135,586)**	**(94,617)**	**(175,866)**	**(99,019)**	**(123,531)**	**(165,123)**	**(356,745)**	**(299,390)**	**(404,991)**
Other operating income	**—**	**—**	**—**	**—**	**—**	**2,531**	**3,167**	**8,949**	**23,008**	**14,514**
(Loss)/income from operations	**(18,984)**	**(77,021)**	**(34,982)**	**(100,091)**	**29,830**	**121,756**	**193,688**	**367,801**	**558,358**	**607,919**
Interest and investment income	86	879	443	1,481	4,215	469	(750)	(2,078)	(1,345)	(725)
Foreign exchange gain/(loss), net	40	177	—	535	(9,651)	—	—	—	—	—
Other income	1	1	50	727	2	7	10	28	—	309
Other expenses	(7)	(269)	(164)	(6,065)	(68)	(213)	(45)	(1,508)	(0)	(0)
Net (loss)/income before income taxes	**(18,863)**	**(76,234)**	**(34,653)**	**(103,414)**	**24,328**	**122,020**	**192,903**	**364,243**	**557,013**	**607,504**
Income tax expenses	—	—	—	—	(4,999)	(18,914)	(38,616)	(64,312)	(91,880)	(98,974)
Net (loss)/income	**(18,863)**	**(76,234)**	**(34,653)**	**(103,414)**	**19,329**	**103,106**	**154,286**	**299,931**	**465,133**	**508,529**

The following table sets forth our historical unaudited consolidated selected quarterly results of operations for the periods indicated, as a percentage of total revenues.

	For the Three Months Ended									
	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016	March 31, 2017	June 30, 2017
					(%)					
Revenue:										
Financing income	72.0	62.8	76.3	55.0	85.3	88.2	94.4	85.5	83.5	83.2
Sales commission fee	22.3	32.8	12.3	35.0	5.4	8.5	5.2	11.2	12.0	15.1
Penalty fees	5.6	4.4	11.4	10.0	9.3	3.2	0.4	0.2	0.2	0.1
Loan facilitation income and others	—	—	—	—	—	—	—	3.0	4.4	1.5
Total revenues	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**	**100.0**
Operating cost and expenses:										
Cost of revenue	(46.2)	(53.7)	(77.4)	(71.2)	(33.2)	(18.5)	(19.2)	(15.6)	(14.6)	(19.5)
Sales and marketing	(59.0)	(119.1)	(50.8)	(85.8)	(24.0)	(18.5)	(10.9)	(9.5)	(6.5)	(9.5)
General and administrative	(8.5)	(13.0)	(19.6)	(26.7)	(3.3)	(2.9)	(3.3)	(12.0)	(4.9)	(2.7)
Research and development	(6.9)	(7.8)	(13.7)	(29.6)	(3.3)	(3.6)	(3.3)	(3.8)	(3.0)	(3.9)
Loss of guarantee liability	—	—	—	—	—	—	—	(0.1)	(0.7)	(0.1)
Provision for loan principal, financing service fee receivables and other receivables	(14.9)	(21.3)	(21.0)	(18.7)	(13.0)	(7.4)	(9.7)	(8.8)	(6.0)	(4.9)
Total operating cost and expenses	**(135.6)**	**(214.9)**	**(182.5)**	**(232.1)**	**(76.8)**	**(50.9)**	**(46.4)**	**(49.9)**	**(35.9)**	**(40.6)**
Other operating income	**—**	**—**	**—**	**—**	**—**	**1.0**	**0.9**	**1.3**	**2.8**	**1.5**
(Loss)/income from operations	**(46.3)**	**(131.5)**	**(58.7)**	**(132.1)**	**23.2**	**50.2**	**54.5**	**51.4**	**66.9**	**60.9**
Interest and investment income	0.2	1.4	0.9	2.0	3.3	0.2	(0.2)	(0.3)	(0.2)	(0.1)
Foreign exchange gain/(loss), net	0.1	0.3	—	0.7	(7.5)	—	—	—	—	—
Other income	0.0	0.0	0.1	1.0	0.0	0.0	0.0	0.0	—	0.0
Other expenses	(0.0)	(0.4)	(0.3)	(8.0)	(0.7)	(0.1)	(0.0)	(0.2)	(0.0)	(0.0)
Net (loss)/income before income taxes	**(46.0)**	**(130.2)**	**(58.1)**	**(136.5)**	**18.9**	**50.3**	**54.2**	**50.9**	**66.7**	**60.8**
Income tax expenses	—	—	—	—	(3.9)	(7.8)	(10.9)	(9.0)	(11.0)	(9.9)
Net (loss)/income	**(46.0)**	**(130.2)**	**(58.1)**	**(136.5)**	**15.0**	**42.5**	**43.4**	**41.9**	**55.7**	**50.9**

Cost of revenue as a percentage of total revenues increased from 14.6% in the three months ended March 31, 2017 to 19.5% in the three months ended June 30, 2017 primarily due to (i) an increase in the proportion of transactions funded by institutional funding partners and (ii) an increase in the cost of funding offered by institutional funding partners.

Sales and marketing expenses as a percentage of total revenues increased from 6.5% in the three months ended March 31, 2017 to 9.5% in the three months ended June 30, 2017 primarily due to higher cost associated with borrower engagement through the Alipay's dedicated channel for third-party service providers, an arrangement that started in March 2017.

The following table sets forth the amount of transactions facilitated by us for the periods indicated.

	For the Three Months Ended									
	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016	March 31, 2017	June 30, 2017
	(in RMB thousands)									
Amount of transactions facilitated	383,475	820,925	703,520	2,345,925	3,164,022	6,218,713	8,028,174	14,819,730	16,681,829	21,524,655
On-balance sheet transactions	383,475	820,925	703,520	2,345,925	3,164,022	6,218,713	8,012,390	12,826,554	15,098,171	20,296,528
Off-balance sheet transactions	—	—	—	—	—	—	15,784	1,993,177	1,586,658	1,228,127

The following table sets forth the amount of loan principal, financing service fee receivables and other receivables and allowance for loan principal, financing service fee receivables and other receivables for the dates indicated.

	As of									
	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016	March 31, 2017	June 30, 2017
	(in RMB thousands)									
Loan principal, financing service fee receivables and other receivables	755,985	1,607,017	1,470,364	2,261,151	2,612,771	3,481,572	4,146,313	5,019,626	5,837,301	9,586,942
Allowance for loan principal, financing service fee receivables and other receivables	8,198	21,031	28,046	34,187	42,727	52,391	67,434	105,114	128,512	136,945

The following table sets forth the average number of credit drawdowns per hour and the average number of repayments per hour for the periods indicated.

	For the Three Months Ended									
	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016	March 31, 2017	June 30, 2017
Average number of credit drawdowns per hour	86	192	166	777	1,684	3,411	5,007	8,341	9,127	9,521
Average number of repayments per hour	327	642	895	2,180	4,039	7,635	13,128	23,574	29,714	21,482
Total	413	834	1,061	2,957	5,723	11,046	18,135	31,915	38,841	31,003

The average number of credit drawdowns per hour is calculated based on the total number of credit drawdowns during the relevant three months period divided by the total number of calendar days during such period and then divided by 24 hours. The number of repayments per hour is calculated based on the total number of repayments during the relevant three months period divided by the total number of calendar days during such period and then divided by 24 hours. Our management uses these measures to monitor our business volume as well as our systems' capacity to process credit drawdowns and repayments.

We experience seasonality in our business, reflecting a combination of seasonality patterns of the retail market and our promotional activities. In recent years, many online and offline retailers in China hold promotions on November 11 and December 12 of each year, which drives significant increase in retail sales. Higher retail sales during the shopping seasons may generate greater demand for our credit products. As a result, we typically record higher total revenues during the fourth quarter of each year compared to other quarters. On the other hand,

our total revenues for the first quarter tend to be lower due to the Chinese New Year holiday that generally reduces borrowing activities. In addition, we hold promotional campaigns on March 21 (our anniversary), November 11 and December 12 by charging lower financing service fees, which may also increase the number of borrowers who utilize our credit products and thus increase our total revenues for the relevant periods.

Overall, the historical seasonality of our business has been mild due to our rapid growth but may increase further in the future. Due to our limited operating history, the seasonal trends that we have experienced in the past may not apply to, or be indicative of, our future operating results.

Components of Statements of Cash Flows Relating to Funding and Repayment of Credit Drawdowns

The funding and repayment of credit drawdowns and our collaboration with institutional funding partners affect our cash flows in various ways.

When borrowers draw down on their credit and we facilitate transactions to borrowers with our own funds, the funding of such credit drawdowns is recorded as payments to originate loan principal under cash flows from investing activities. When such credit drawdowns funded by our own funds are transferred to institutional funding partners, funding received from such institutional funding partners are recorded as proceeds from borrowing under cash flows from financing activities.

We collaborate with trust companies to enable certain institutional funding partners and us to provide funding to borrowers through trusts. Such trusts are funded by funds from institutional funding partners and our own capital. As we are considered the primary beneficiary of these trusts, the trusts are consolidated into our consolidate financial statements. Credit disbursed to borrowers from the trusts funded by our own capital are recorded as payments to originate loan principal under cash flows from investing activities.

When borrowers repay the foregoing on-balance sheet credit drawdowns to us, we generally record their payments as proceeds from collection of loan principal under cash flows from investing activities. We record our payment to institutional funding partners as repayments of borrowings under cash flows from financing activities.

Funds in the trusts funded by institutional funding partners, including trusts that are partially funded by our own capital, are recorded as restricted cash on our consolidated balance sheets. As such, funding of credit drawdowns by such trusts and repayments by borrowers to such trusts are not recorded in our consolidated statements of cash flows. In addition, funds received from institutional funding partners who invest in our trusts and repayments of such funds are also not recorded in our consolidated statements of cash flows.

We also facilitate credit to certain of our key management and their immediate families, and we record the initial funding and repayments of such credit drawdowns as payments to originate loan principal due from related parties and proceeds from collection of loan principal due from related parties, respectively. For more information, see “Related Party Transactions — Transactions with Certain Other Members of Our Key Management and Their Immediate Families.”

We deposit funds with certain of our institutional funding partners as collateral for our obligations. When such funds are deposited with institutional funding partners, we record payment of guarantee deposits to funding partners under cash flows from financing activities. When such funds are released and refunded to us, we record refund of deposits from funding partners under cash flows from financing activities.

The following sets forth our cash flows related to the funding and repayment of credit for the periods presented:

	Period from April 9, 2014 (inception) through December 31,	Year Ended December 31,			Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
				(in thousands)			
Funding and Repayment Related to Borrowers							
Proceeds from collection of loan principal	60,100	2,437,827	27,075,216	3,993,807	8,070,606	23,044,709	3,399,276
Proceeds from collection of loan principal due from related parties	—	810	4,133	610	3,309	272	40
Payments to originate loan principal	(578,241)	(4,250,330)	(30,218,978)	(4,457,537)	(9,396,051)	(25,771,786)	(3,801,541)
Payments to originate loan principal due from related parties	—	(3,515)	(2,700)	(398)	(2,700)	—	—
Funding and Repayment Related to Institutional Funding Partners							
Proceeds from borrowings	512,253	3,162,153	9,487,195	1,399,436	2,897,499	4,958,712	731,449
Repayment of borrowings	(45,952)	(1,983,951)	(6,897,752)	(1,017,473)	(2,547,662)	(5,072,932)	(748,297)
Refund of guarantee deposits from funding partners	—	62,308	90,375	13,331	64,057	99,775	14,718
Payment of guarantee deposits to funding partners	(16,927)	(153,051)	(230,051)	(33,934)	(181,556)	(167,172)	(24,659)

We have also used cash provided by our operating activities and also historically funds provided by our shareholders to fund certain credit drawdowns to borrowers.

For additional information as to the details of our collaboration with institutional funding partners, see “Business — Funding.”

Liquidity and Capital Resources

Our primary sources of liquidity have been cash provided by operating activities and funds provided by our shareholders, including through the issuance of equity securities, which have historically been sufficient to meet our working capital and substantially all of our capital expenditure requirements.

In the period from April 9 to December 31, 2014 and 2015, net cash used in operating activities was RMB30.5 million and RMB102.3 million, respectively, and in 2016 and the six months ended June 30, 2017, we had net cash provided by operating activities of RMB794.1 million (US$117.1 million) and RMB1,445.0 million (US$213.1 million), respectively.

As of June 30, 2017, we had cash and cash equivalents of RMB645.0 million (US$95.1 million), as compared to cash and cash equivalents of RMB785.8 million (US$115.9 million) as of December 31, 2016.

As of June 30, 2017, we had short-term amounts due from Alipay of RMB473.2 million (US$69.8 million), as compared to short-term amounts due from Alipay of RMB404.6 million (US$59.7 million) as of December 31, 2016. These represent amounts deposited in our Alipay accounts, and are unrestricted as to withdrawal and use and readily available to us on demand.

In March and April 2017, Beijing Happy Time, our consolidated VIE, entered into two term loans with Sichuan Xinwang Bank Co., Ltd. with an aggregate maximum amount of RMB300.0 million (US$44.3 million).

Each term loan has a fixed interest rate of 7.5% per annum and a term of twelve months. As of June 30, 2017, RMB240.0 million (US$35.4 million) remained outstanding. We utilize the proceeds from the drawdown to satisfy our working capital needs.

Our online small credit company, Fuzhou Microcredit, has obtained approval of the relevant competent local authorities to provide up to RMB3.0 billion in credit drawdowns. Similarly, Ganzhou Microcredit, our newly established online small credit company, has obtained approval of the relevant competent local authorities to provide up to RMB2.7 billion in credit drawdowns.

The following table sets forth our total assets, total liabilities and total net assets/(liabilities) as of the dates indicated.

	As of December 31,			As of June 30, 2017	
	2015	2016			
	RMB	RMB	US$	RMB	US$
			(in thousands)		
Total assets	2,675,596	7,117,599	1,049,902	11,371,640	1,677,406
Total liabilities	3,306,965	4,604,010	679,128	7,852,211	1,158,263
Total net assets/(liabilities)(1)	(631,369)	2,513,589	370,774	3,519,429	519,143

(1) Defined as total assets minus total liabilities.

We recorded total net liabilities of RMB631.4 million as of December 31, 2015 and total net assets of RMB2,513.6 million (US$370.8 million) as of December 31, 2016. The change was primarily due to (i) a decrease in short-term amounts due to related parties from RMB1,606.1 million to RMB20.5 million (US$3.0 million) due to settlement of such amounts and (ii) as we achieved profitability in 2016 with net income of RMB576.7 million (US$85.1 million). Our total net assets increased from RMB2,513.6 million (US$370.8 million) as of December 31, 2016 to RMB3,519.4 million (US$519.1 million) as of June 30, 2017. The increase was primarily due to our net income of RMB973.7 million (US$143.6 million) in the six months ended June 30, 2017.

The table below sets forth certain balance sheet items related to credit facilitation. The increase in such line items since December 31, 2015 is in line with our business growth.

	As of December 31,			As of June 30, 2017	
	2015	2016			
	RMB	RMB	US$	RMB	US$
			(in thousands)		
Short-term loan principal and financing service fee receivables	2,060,768	4,826,791	711,990	9,434,431	1,391,653
Long-term loan principal and financing service fee receivables	177,582	87,822	12,954	15,566	2,296
Short-term borrowings and interest payables	1,562,883	4,183,231	617,059	6,466,502	953,860
Long-term borrowings and interest payables	89,358	76,052	11,218	11,823	1,744

We believe that our anticipated cash flows from operating activities will be sufficient to meet our anticipated working capital requirements and capital expenditures in the ordinary course of business for the next 12 months. We may, however, need additional cash resources in the future if we experience changes in business conditions or other developments, or if we find and wish to pursue opportunities for investment, acquisition, capital expenditure or similar actions. If we determine that our cash requirements exceed the amount of cash and cash equivalents we have on hand at the time, we may seek to issue equity or debt securities or obtain credit facilities. The issuance and sale of additional equity would result in further dilution to our shareholders. The

incurrence of indebtedness would result in increased fixed obligations and could result in operating covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all. See "Risk Factors — Risks Relating to Our Business and Industry — We may need additional capital to pursue business objectives and respond to business opportunities, challenges or unforeseen circumstances, and financing may not be available on terms acceptable to us, or at all."

Our ability to manage our working capital, including receivables and other assets and accrued expenses and other liabilities, may materially affect our financial condition and results of operations.

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

	Period from April 9, 2014 (inception) through December 31,	Year Ended December 31,			Six Months Ended June 30,		
	2014	2015	2016		2016	2017	
	RMB	RMB	RMB	US$	RMB	RMB	US$
				(in thousands)			
Summary Consolidated Cash Flow Data:							
Net cash (used in)/provided by operating activities	(30,521)	(102,320)	794,063	117,131	187,675	1,444,971	213,145
Net cash used in investing activities	(519,278)	(1,864,955)	(3,598,137)	(530,753)	(1,276,634)	(2,303,791)	(339,827)
Net cash provided by/(used in) financing activities	551,727	2,175,460	3,379,730	498,537	982,753	718,084	105,923
Cash and cash equivalents at beginning of period	—	1,929	210,114	30,993	210,114	785,770	115,907
Cash and cash equivalents at end of period	1,929	210,114	785,770	115,907	103,907	645,034	95,148

Operating Activities

Net cash provided by operating activities was RMB1,445.0 million (US$213.1 million) in the six months ended June 30, 2017, primarily due to net income of RMB973.7 million (US$143.6 million), adjusted for (i) provision for loan principal, financing service fee receivables and other receivables of RMB99.0 million (US$14.6 million), (ii) share-based compensation expenses of RMB32.2 million (US$4.7 million), (iii) share of loss from equity method investment of RMB5.9 million (US$0.9 million), and (iv) changes in working capital. Adjustment for changes in working capital primarily consisted of (i) an increase in other current and non-current liabilities of RMB218.6 million (US$32.2 million), which was primarily the result of an increase in income tax payables of RMB117.7 million (US$17.4 million) and an increase in payable to suppliers of RMB102.3 million (US$15.1 million) due to an increase in amount of merchandise credit facilitated in the six months ended June 30, 2017 and better credit terms offered by merchandise suppliers as a results of our increasing bargaining power, and (ii) an increase in restricted cash of RMB96.1 million (US$14.2 million), which was partially offset by (i) an increase in financing service fee receivables of RMB80.9 million (US$11.9 million), which was primarily due to the increase in amount of transactions we facilitated and (ii) an increase in payables to related parties of RMB53.9 million (US$8.0 million).

Net cash provided by operating activities was RMB794.1 million (US$117.1 million) in 2016, primarily due to net income of RMB576.7 million (US$85.1 million), adjusted for (i) provision for loan principal, financing

service fee receivables and other receivables of RMB132.2 million (US$19.5 million), (ii) share-based compensation expense of RMB22.1 million (US$3.3 million), (iii) amortization of deferred origination costs of RMB24.6 million (US$3.6 million), and (iv) changes in working capital. Adjustments for changes in working capital primarily consisted of an increase in other current and non-current liabilities of RMB264.4 million (US$39.0 million), which was primarily the result of (i) an increase in other tax payables of RMB79.6 million (US$11.7 million) and (ii) an increase in payable to suppliers of RMB59.0 million (US$8.7 million), which was primarily due to better credit terms offered by merchandise suppliers as a result of our increasing bargaining power, which was partially offset by (i) an increase in financing service fee receivables of RMB48.5 million (US$7.2 million), which was primarily due to the increase in amount of transactions we facilitated and (ii) an increase in other current and non-current assets of RMB39.0 million (US$5.8 million), which primarily consisted of guarantee deposits held by our institutional funding partners.

Net cash used in operating activities was RMB102.3 million in 2015, primarily due to a net loss of RMB233.2 million, adjusted for (i) provision for loan principal, financing service fee receivables and other receivables of RMB45.1 million, (ii) amortization of deferred origination costs of RMB17.6 million, (iii) share-based compensation expense of RMB55.6 million, and (iv) changes in working capital. Adjustments for changes in working capital primarily consisted of (i) an increase in other current and non-current liabilities of RMB31.9 million, which was primarily the result of an increase in payable to suppliers of RMB16.1 million in connection with the increase in the amount of merchandise credit facilitated in 2015 and (ii) an increase in interest payables of RMB6.2 million due to an increase in the amount of funding provided by institutional funding partners for loan drawdowns we facilitated, which was partially offset by an increase in other current and non-current assets of RMB28.2 million due primarily to increase in the guarantee deposits held by institutional funding partners and an increase in the amounts receivable from merchandise suppliers.

Net cash used in operating activities was RMB30.5 million in the period from April 9 to December 31, 2014, primarily due to a net loss of RMB40.8 million, adjusted for (i) provision for loan principal, financing service fee receivables and other receivables of RMB1.7 million, (ii) share-based compensation expense of RMB2.7 million, and (iii) changes in working capital. Adjustments for changes in working capital primarily consisted of an increase in other current and non-current liabilities of RMB11.7 million, which was partially offset by (i) an increase in other current and non-current assets of RMB3.4 million and (ii) an increase in receivables from related parties of RMB2.1 million.

Investing Activities

Net cash used in investing activities was RMB2,303.8 million (US$339.8 million) in the six months ended June 30, 2017, which was attributable to (i) RMB25,771.8 million (US$3,801.5 million) in payments to originate loan principal, and (ii) RMB850.2 million (US$125.4 million) in purchase of short-term investments, which was partially offset by RMB23,044.7 million (US$3,399.3 million) in proceeds from collection of loan principal.

Net cash used in investing activities was RMB3,598 million (US$530.8 million) in 2016, which was attributable to (i) RMB30,219.0 million (US$4,457.5 million) in payments to originate loan principal, and (ii) RMB4,910.3 million (US$724.3 million) in purchase of short-term investments, which was partially offset by (i) RMB27,075.2 million (US$3,993.8 million) in proceeds from collection of loan principal. We also paid RMB70.0 million (US$10.3 million) related to our investment in QuCampus in 2016.

Net cash used in investing activities was RMB1,865.0 million in 2015, which was attributable to (i) RMB4,250.3 million in payments to originate loan principal and (ii) RMB877.2 million in purchase of short-term trading investments, which was partially offset by (i) RMB2,437.8 million in proceeds from collection of loan principal and (ii) RMB828.2 million in proceeds from redemption of short term investments.

Net cash used in investing activities was RMB519.3 million in the period from April 9 to December 31, 2014, which was attributable to (i) RMB578.2 million in payments to originate loan principal and (ii) RMB 1.1

million in purchase of equipment, property and intangible, which was partially offset by RMB60.1 million in proceeds from collection of loan principal.

Financing Activities

Net cash provided by financing activities was RMB718.1 million (US$105.9 million) in the six months ended June 30, 2017, which was primarily attributable to (i) proceeds from borrowings of RMB4,958.7 million (US$731.4 million), representing remittance of funds from institutional funding partners to us, and (ii) proceeds from related parties of RMB900.0 million (US$132.8 million), representing financing from Guosheng Financing Holding Inc. in connection with its investment in one of our trusts, partially offset by (i) repayment of borrowings of RMB5,072.9 million (US$748.3 million), representing repayment to the institutional funding partners, and (ii) payment of guarantee deposits to institutional funding partners of RMB167.2 million (US$24.7 million).

Net cash provided by financing activities was RMB3,379.7 million (US$498.5 million) in 2016, which was primarily attributable to proceeds from borrowings of RMB9,487.2 million (US$1,399.4 million), representing the remittance of funds from institutional funding partners to us, and capital contribution from shareholders of RMB2,546.2 million (US$375.6 million), partially offset by repayment of borrowings of RMB6,897.8 million (US$1,017.5 million), representing repayment to the institutional funding partners.

Net cash provided by financing activities was RMB2,175.5 million in 2015, which was primarily attributable to (i) proceeds from borrowings of RMB3,162.2 million representing the remittance of funds from institutional funding partners to us and (ii) proceeds from related parties of RMB665.3 million, representing non-interest bearing loan from Qufenqi Inc., the former holding company of Beijing Happy Time, partially offset by repayment of borrowings of RMB1,984.0 million, representing repayment to the institutional funding partners.

Net cash provided by financing activities was RMB551.7 million in the period from April 9 to December 31, 2014, which was primarily attributable to (i) proceeds from borrowings of RMB512.3 million, representing the remittance of funds from institutional funding partners to us, and (ii) proceeds from related parties of RMB102.4 million, representing non-interest bearing loan that Beijing Happy Time received from Mr. Min Luo.

Capital Expenditures

We made capital expenditures of RMB1.1 million, RMB1.5 million, RMB4.6 million (US$0.7 million) and RMB7.2 million (US$1.1 million) in the period from April 9 to December 31, 2014, 2015, 2016 and the six months ended June 30, 2017, respectively. In these periods, our capital expenditures were mainly used for purchases of equipment and intangible assets and leasehold improvements. We will continue to make capital expenditures to meet the expected growth of our business.

Commitments

The following table set forth our contractual obligations as of June 30, 2017:

	Payment due by period					
	Total		Less than 1 Year	1 – 3 Years	3 – 5 Years	More than 5 Years
	RMB	US$	RMB			
	(in thousands)					
Operating lease commitments	28,362	4,184	14,652	13,710	—	—
Long-term borrowings and interest payable	57,471	8,477	45,350	12,121	—	—

Off-Balance Sheet Arrangements

Since September 2016, we have entered into several arrangements with financial institutions that provides funding directly to borrowers for transactions that we facilitate. As of June 30, 2017, guarantee liabilities related to such arrangement were RMB9.7 million (US$1.4 million). As of June 30, 2017, the maximum potential undiscounted future payment we would be required to make was RMB1,231.7 million (US$181.7 million).

Holding Company Structure

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

Inflation

Since inception, inflation in China has not materially affected our results of operations. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for December 2014, December 2015 and December 2016 were increases of 1.5%, 1.6% and 1.9%, respectively. Although we have not been materially affected by inflation in the past, we may be affected if China experiences higher rates of inflation in the future.

Quantitative and Qualitative Disclosures about Market Risk

Foreign Exchange Risk

All of our revenues and substantially all of our expenses are denominated in Renminbi. The functional currency of our company, QD Technologies Limited and QD Data Limited is the U.S. dollar. The functional currency of our subsidiary in the PRC, the VIEs and the VIEs' subsidiaries is the Renminbi. We use Renminbi as our reporting currency. Monetary assets and liabilities denominated in currencies other than the functional currency are translated into the functional currency at the rates of exchange ruling at the balance sheet date. Transactions in currencies other than the functional currency during the year are converted into functional currency at the applicable rates of exchange prevailing when the transactions occurred. Transaction gains and losses are recognized in the statements of operations. Due to foreign currency translation adjustments, we had a foreign exchange loss, net, of RMB9.7 million (US$1.4 million) in 2016. We did not recognize any foreign exchange gains or losses in the six months ended June 30, 2017.

We do not believe that we currently have any significant direct foreign exchange risk and have not used any derivative financial instruments to hedge 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 U.S. dollar and RMB because the value of our business is effectively denominated in Renminbi, while our ADSs will be traded in U.S. dollars.

The conversion of Renminbi into foreign currencies, including U.S. dollars, is based on rates set by the PBOC. The PRC government allowed the Renminbi to appreciate by more than 20% against the U.S. dollar between July 2005 and July 2008. Between July 2008 and June 2010, the exchange rate between the Renminbi and the U.S. dollar had been stable and traded within a narrow band. Since June 2010, the PRC government has allowed the RMB to appreciate slowly against the U.S. dollar, though there have been periods when the Renminbi has depreciated against the U.S. dollar. In particular, on August 11, 2015, the PBOC allowed the Renminbi to depreciate by approximately 2% against the U.S. dollar. Since then and until the end of 2016, the Renminbi has depreciated against the U.S. dollar by approximately 10%. It is difficult to predict how long the current situation may last and when and how the relationship between the Renminbi and the U.S. dollar may change again.

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

We estimate that we will receive net proceeds of approximately US$ million from this offering if the underwriters do not exercise their option to purchase additional ADSs, after deducting underwriting discounts and commissions and the estimated offering expenses payable by us, based on the initial offering price of US$ per ADS, the mid-point of the estimated range of the initial public offering price. Assuming that we convert the full amount of the net proceeds from this offering into Renminbi, a 10% appreciation of the U.S. dollar against the Renminbi, from the exchange rate of RMB6.7793 for US$1.00 as of June 30, 2017 to a rate of RMB7.4572 to US$1.00, will result in an increase of RMB million in our net proceeds from this offering. Conversely, a 10% depreciation of the U.S. dollar against the Renminbi, from the exchange rate of RMB6.7793 for US$1.00 as of June 30, 2017 to a rate of RMB6.1014 to US$1.00, will result in a decrease of RMB million in our net proceeds from this offering.

Interest Rate Risk

We have not been exposed to material risks due to changes in market interest rates, and we have not used any derivative financial instruments to manage our interest risk exposure. However, we cannot provide assurance that we will not be exposed to material risks due to changes in market interest rate in the future.

After the completion of this offering, we may invest the net proceeds we receive from the offering in interest-earning instruments. Investments in both fixed rate and floating rate interest earning instruments carry a degree of interest rate risk. Fixed rate securities may have their fair market value adversely impacted due to a rise in interest rates, while floating rate securities may produce less income than expected if interest rates fall.

Critical Accounting Policies, Judgments and Estimates

An accounting policy is considered critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time such estimate is made, and if different accounting estimates that reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur periodically, could materially impact the consolidated financial statements.

We prepare our consolidated financial statements in conformity with U.S. GAAP, which requires us to make judgments, estimates and assumptions. We continually evaluate these estimates and assumptions based on the most recently available information, our own historical experiences and various other assumptions that we

believe to be reasonable under the circumstances. Since the use of estimates is an integral component of the financial reporting process, actual results could differ from our expectations as a result of changes in our estimates. Some of our accounting policies require a higher degree of judgment than others in their application and require us to make significant accounting estimates.

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

Revenue Recognition

Borrowers can withdraw cash or purchase products (e.g. personal consumer electronics) (or merchandise installment credit services) up to their approved credit limits and elect the installment repayment period, mainly ranging from 1 to 36 installments (either weekly or monthly) through our applications (collectively "financing platform") or via borrowers' Alipay accounts. We charge service fees for facilitating the financing, managing the financing platform and for acting as a guarantor for the financing. The service fees are recorded as financing income in the statement of comprehensive (loss)/income in accordance with ASC 310. We may subsequently transfer the credit drawdowns to institutional funding partners.

The sales commission fee is fixed based on the retail sales price without considering the financing terms chosen by the borrower. Sales commission fee is recorded net of the related cost on delivery date, as we do not assume inventory risk for the products and is considered to be an agent in accordance with ASC 605. Accordingly, we recognize the sales commission fees when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable and collection is probable.

In September 2016, we entered into an arrangement with a consumer finance company. We match borrowers with the consumer finance company which directly funds credit to borrowers and provides post-origination services, for example, short messaging reminder services throughout the term of the loans. For each successful match, we earn an initial intermediary fee and a recurring service fee throughout the term of the credit products from the consumer finance company. Borrowers make repayments directly to the consumer finance company and the consumer finance company will then remit the initial intermediary fees and recurring service fees to us on a periodic basis. The two deliverables provided by us are loan facilitation services and post origination services. In addition, we provide a guarantee to the consumer finance company which requires us to make payments to the consumer finance company based on the overdue rate of the credit portfolio under this arrangement. We consider the loan facilitation services and the post origination services as a multiple element revenue arrangement, and the consumer finance company as the sole customer in the arrangement. We first allocate the consideration to the guarantee liability equaling to the fair value of the guarantee liability. The remaining consideration is allocated to the loan facilitation services and post origination services on a relative selling price method. We do not have vendor specific objective evidence, or VSOE, of selling price for the loan facilitation services and post origination services because we do not provide loan facilitation services or post origination services on a standalone basis. There is also no third-party evidence of the prices charged by third-party service providers when such services are sold separately as the basis of revenue allocation. As a result, we use our best estimate of selling prices of loan facilitation services and post origination services as the basis of revenue allocation. Nevertheless, the amount allocated to the delivered loan facilitation services is limited to the amount that is not contingent on the delivery of the undelivered post-origination services in accordance with ASC 605-25. The loan facilitation services and post origination services are recorded as loan facilitation income and others in the consolidated statements of comprehensive (loss)/income.

For loan facilitation services, post-origination services and sales commission fees, we recognize revenue when the following four revenue recognition criteria are met: (i) persuasive evidence of an arrangement exists,

(ii) services have been rendered, (iii) the fee is fixed or determinable, and (iv) collectability is reasonably assured, in accordance with ASC 605, *Revenue Recognition*, or ASC 605. As collectability is uncertain in relation to the remaining loan facilitation income due to the potential default by borrowers such that they are not considered to be fixed or determinable, the remaining loan facilitation income is recorded on a cash basis.

Loan Principal and Financing Service Fee Receivables

Loan principal and financing service fee receivables represent receivables derived from the credit product business. Loan principal and financing service fee receivables are recorded at amortized cost, reduced by an allowance estimated as of the balance sheet dates. The amortized cost of loan principal and financing service fee receivable is equal to the unpaid principal balance, plus deferred origination costs which is amortized over the loan term using the effective interest method.

Our loan origination costs primarily consisted of commission fees paid to our campus representatives for the successful facilitation of loans to borrowers from college campuses. We recorded nil, RMB17.6 million, RMB24.6 million (US$3.6 million) and RMB0.1 million (US$14,839) in loan origination costs during the period from April 9 to December 31, 2014, the years ended December 31, 2015 and 2016 and the six months ended June 30, 2017, respectively.

Allowance for Loan Principal and Financing Service Fee Receivables

An allowance for loan principal and financing service fee receivables is established through periodic adjustment, and such adjustment is recognized as provision for loan principal and financing service fee receivables in the consolidated statements of comprehensive income or loss when we believe that the future collection of principal is unlikely. Our uncollectible loan principal and financing service fee receivables are written off when a settlement is reached for an amount that is less than the outstanding historical balance or when we have determined the balance will not be collected. Management considers numerous internal and external factors in estimating probable incurred losses in our principal and financing service fee receivables portfolio, including the following:

- prior principal and financing service fee receivables loss and delinquency experience;
- the composition of our principal and financing service fee receivables portfolio; and
- current economic conditions, including levels of per capital disposable income, and market interest rate etc.

We base the allowance for loan principal and financing service fee receivables losses primarily on historical loss experience using a roll rate-based model applied to our loan principal and financing service fee receivables portfolios. In our roll rate-based model, our loan principal and financing service fee receivables types are stratified by delinquency stages (i.e., current, 1-30 calendar days past due, 31-60 calendar days past due, etc.) and projected forward in one-month increments using historical roll rates. In each month of the simulation, losses on our loan principal and financing service fee receivables types are captured, and the ending delinquency stratification serves as the beginning point of the next iteration. This process is repeated until the number of iterations equals the loss emergence period (the interval of time between the event which causes a borrower to default on a loan principal and financing service fee receivables and our recording of the charge-off) for our loan principal and financing service fee receivables types. As delinquency is a primary input into our roll rate-based model, we inherently consider all loans in our estimate of the allowance for loan principal and financing service fee receivables losses.

We exercise our judgment, based on quantitative analyses, qualitative factors, such as recent delinquency and other credit trends, and experience in the consumer finance industry, when determining the amount of the allowance for loan principal and financing service fee receivables losses. We adjust the amounts determined by

the roll rate-based model for management's estimate of the effects of model imprecision, any changes to underwriting criteria, and current economic conditions. We charge this adjustment to the allowance for loan principal and financing service fee receivables, and such adjustment is recognized as provision for loan principal and financing service fee receivables on the consolidated statements of comprehensive income or (loss).

Charge-Off

We charge-off loan principal and financing service fee receivables as a reduction to the allowance for loan principal and financing service fee receivables when the loan principal and financing service fee receivables are deemed to be uncollectible. In general, loan principal and financing service fee receivables are identified as uncollectible if any of the following conditions are met:

- death of the borrower;
- identification of fraud, and the fraud is officially reported to and filed with relevant law enforcement departments; or
- the amount remained outstanding 180 calendar days past due and therefore deemed uncollectible.

Based on the criteria set out above and our judgment on the possibility of collecting the delinquent principal and financing service fee receivables, we determine the amount of loan principal and financing service fee receivables charge-off.

Nonaccrual Loan Principal and Financing Service Fee Receivables

Financing service fees are calculated based on the contractual rate of the loan and recorded as financing service fees over the life of the loan using the effective interest method. Loan principal and financing service fee receivables are placed on non-accrual status upon reaching 90 calendar days past due or when reasonable doubt exists as to the full, timely collection of the loan principal and financing service fee receivables. When a loan principal and financing service fee receivable is placed on non-accrual status, we stop accruing financing service fees. Loan principal and financing service fee receivables is returned to accrual status if the borrower has performed in accordance with the contractual terms for a reasonable period of time and, in our judgment, will continue to make periodic loan principals and relevant service and other fees payments as scheduled.

Guarantee Liabilities

As part of our cooperation with the consumer finance company, we provide loan facilitation services to the consumer finance company, so that it can establish a lending relationship with individual borrowers. If a loan originated under such agreement becomes delinquent, we guarantee a portion of the principal and accrued interest repayment of the defaulted loan based on the prescribed overdue rate on the portfolio of loans.

As we are obligated to assume guarantee liabilities based on the change in the overdue rate on the portfolio of loans, as opposed to making repayments to the consumer finance company on an individual loan basis upon default, the financial guarantee essentially represents a credit derivative which should be accounted for under ASC 815. The guarantee liabilities are remeasured at each reporting period. The change in fair value of the guarantee liabilities is recorded in the change in fair value of the guarantee liabilities in the consolidated statements of comprehensive (loss)/income. We track our guarantee liabilities on a portfolio basis. We track the respective expiration dates and delinquency stage on a loan by loan basis. When we settle a guarantee liability through performance of the guarantee (i.e., by making requisite payments on the respective defaulted loan), we record a corresponding deduction to guarantee liabilities. Subsequent collections from the borrower through the consumer finance company will be recognized as a reversal of deduction to guarantee liabilities.

Income Taxes

We account for income taxes using the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future consequences of events that have been recognized in the consolidated financial statements or in our tax returns. Deferred tax assets and liabilities are recognized on the basis of the temporary differences that exist between the tax bases of assets and liabilities and their reported amounts in the consolidated financial statements using enacted tax rates in effect for the year in which the differences are expected to reverse. Changes in deferred tax assets and liabilities are recorded in earnings. Deferred tax assets are reduced by a valuation allowance through a charge to income tax expense when, in the opinion of management, it is more-likely-than-not that a portion of or all of the deferred tax assets will not be realized. Potential for recovery of deferred tax assets is evaluated by estimating the future taxable profits expected and considering prudent and feasible tax planning strategies. The components of the deferred tax assets and liabilities are classified as non-current on the consolidated balance sheets.

We account for uncertainty in income taxes recognized in the consolidated financial statements by applying a two-step process to determine the amount of the benefit to be recognized. First, the tax position must be evaluated to determine the likelihood that it will be sustained upon external examination by the taxing authorities. If the tax position is deemed more-likely-than-not to be sustained (defined as a likelihood of more than fifty percent of being sustained upon an audit, based on the technical merits of the tax position). The tax position is then assessed to determine the amount of benefits to recognize in the consolidated financial statements. The amount of the benefits that may be recognized is the largest amount that has a greater than 50% likelihood of being realized upon ultimate settlement. Interest and penalties on income taxes will be classified as a component of the provisions for income taxes. We did not recognize any income tax due to uncertain tax position or incur any interest and penalties related to potential underpaid income tax expenses in the period from April 9, 2014 (inception) through December 31, 2014, in the year ended December 31, 2015 and 2016 and in the three months ended June 30, 2017.

Measurement of Share-based Compensation

In August 2014, Qufenqi Inc., a former holding company of Beijing Happy Time, adopted a share incentive plan, or the 2014 Share Incentive Plan. For information regarding the 2014 Share Incentive Plan, see “Management — Share Incentive Plans — 2014 Share Incentive Plan.” On various dates from August 2014 to December 2014, 18,373,219 share options were granted to certain of our employees and a third-party consultant. On various dates in 2015, 2,449,800 share options were granted to certain of our employees.

On December 26, 2015, Beijing Happy Time adopted a share incentive plan, or the 2015 Share Incentive Plan. For information regarding the 2015 Share Incentive Plan, see “Management — Share Incentive Plans — 2015 Share Incentive Plan.” On December 26, 2015, options to purchase 15,814,019 virtual shares pursuant to the 2015 Share Incentive Plan were issued to certain of our employees and a third-party consultant to replace the 15,814,019 share options granted to such individuals under the 2014 Share Incentive Plan.

On December 9, 2016, Qudian Inc. adopted an equity incentive plan, or the 2016 Equity Incentive Plan. For information regarding the 2016 Equity Incentive Plan, see “Management — Share Incentive Plans — 2016 Equity Incentive Plan.” The maximum number of ordinary shares subject to equity awards pursuant to the 2016 Equity Incentive Plan is 15,814,019 initially. On January 1, 2018, and on every January 1 thereafter for eight years, the aggregate number of ordinary shares reserved and available for issuance pursuant to awards granted under the 2016 Equity Incentive Plan will be increased by 1.0% of the total number of ordinary shares outstanding on December 31 of preceding calendar year. Unless terminated earlier, the 2016 Equity Incentive Plan will terminate automatically in 2026.

On December 9, 2016, we granted 15,299,019 options to purchase our ordinary shares to certain of our employees and a third-party consultant pursuant to the 2016 Equity Incentive Plan to replace all awards under the 2015 Share Incentive Plan. On May 3, 2017, we granted 494,904 options to purchase our ordinary shares to certain of our employees pursuant to the 2016 Equity Incentive Plan.

Share-based payment transactions with employees, such as share options are measured based on the grant date fair value of the equity instrument. We recognize the compensation costs net of estimated forfeitures using the straight-line method, over the applicable vesting period. The estimate of forfeitures will be adjusted over the requisite service period to the extent that actual forfeitures differ, or are expected to differ, from such estimates. Changes in estimated forfeitures will be recognized through a cumulative catch-up adjustment in the period of change and will also impact the amount of stock compensation expense to be recognized in future periods. Share options granted to employees with market conditions attached are measured at fair value on the grant date and are recognized as the compensation costs over the estimated requisite service period, regardless of whether the market condition has been met.

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

Excluding the options containing market and service vesting conditions, we calculated the estimated fair value of the options on the respective grant dates using a binomial option pricing model with assistance from independent valuation firms, with the following assumptions:

	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31,		Six Months Ended June 30, 2017
		2015	2016	
Risk-free interest rate	2.35%	2.00% – 2.43%	2.47%	2.33%
Volatility	44.9% – 48.7%	46.6% – 50.3%	49.8% – 49.9%	52.4%
Expected exercise multiple	2.2 – 2.8	2.2 – 2.8	2.2 – 2.8	2.2 – 2.8
Dividend yield	0%	0%	0%	0%
Expected term (in years)	10	10	10	10
Exercise price	US$0.0	US$0.0	US$0.0	US$0.0
Fair value of share options	US$0.11 – US$0.36	US$0.61 – US$1.95	US$3.75	US$11.88

Determining the fair value of the share options required us to make complex and subjective judgments, assumptions and estimates, which involved inherent uncertainty. Had we used different assumptions and estimates, the resulting fair value of the share options and the resulting share-based compensation expenses could have been different.

The following table sets forth the fair value of options and ordinary shares estimated at the dates of option grants indicated below with the assistance from an independent valuation firm:

Date of Options Grant(1)	Options Granted	Exercise Price	Intrinsic Value	Fair Value of Option	Fair Value of Ordinary Shares	Discount for Lack of Marketability	Discount Rate	Type of Valuations
August 29, 2014	10,900,000	US$0.00	US$ 0.11	US$ 0.11	US$ 0.11	20.0%	25.5%	Retrospective
November 1, 2014	7,473,219	US$0.00	US$ 0.36	US$ 0.36	US$ 0.36	20.0%	25.0%	Retrospective
March 1, 2015	2,042,500	US$0.00	US$ 0.61	US$ 0.61	US$ 0.61	20.0%	24.5%	Retrospective
June 4, 2015	407,300	US$0.00	US$ 0.79	US$ 0.79	US$ 0.79	20.0%	23.0%	Retrospective
December 26, 2015	15,814,019	US$0.00	US$ 1.95	US$ 1.95	US$ 1.95	20.0%	21.0%	Retrospective
December 9, 2016	1,433,800	US$0.00	US$ 3.75	US$ 3.75	US$ 3.75	5.0%	20.5%	Retrospective
December 30, 2016	13,865,219	US$0.00	US$ 3.75	US$ 3.75	US$ 3.75	5.0%	20.5%	Retrospective
May 3, 2017	494,904	US$0.00	US$11.88	US$11.88	US$11.88	5.0%	20.0%	Retrospective

(1) Include options that are issued close to the valuation dates indicated, and such options are valued at the nearest valuation date.

The following table sets forth share-based compensation expenses recognized for the periods presented:

Date of Options Grant(1)	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31,			Six Months Ended June 30, 2017	
		2015	2016			
	RMB	RMB	RMB	US$	RMB	US$
		(in thousands)				
August 29, 2014	1,282	1,157	—	—	—	—
November 1, 2014	1,435	15,111	—	—	—	—
March 1, 2015	—	7,015	—	—	—	—
June 4, 2015	—	1,528	—	—	—	—
December 26, 2015	—	30,797	—	—	—	—
December 9, 2016	—	—	343	49	—	—
December 30, 2016	—	—	21,790	3,139	—	—
May 3, 2017	—	—	—	—	32,177	4,746
Total	2,717	55,607	22,133	3,188	32,177	4,746

(1) Include options that are issued close to the valuation dates indicated.

In determining the fair value of our ordinary shares, we applied the income approach / discounted cash flow, or DCF, analysis based on our projected cash flow using management's best estimate as of the valuation date. The determination of the fair value of our ordinary shares requires complex and subjective judgments to be made regarding our projected financial and operating results, our unique business risks, the liquidity of our shares and our operating history and prospects at the time of valuation.

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

- Weighted average cost of capital, or WACC: The discount rates we listed in the table above were based on the WACCs determined based on a consideration of the factors, including risk-free rate, comparative industry risk, equity risk premium, company size and non-systematic risk factors.
- Comparable companies: In deriving the WACCs, which are used as the discount rates under the income approach, nine publicly traded companies were selected for reference as our guideline companies. The guideline companies were selected based on the following criteria: (i) online retail and mobile commerce companies or companies that provide financial lending services and (ii) China-based companies that are publicly listed in the United States, publicly listed companies in China and United States-based publicly listed companies.
- Discount for lack of marketability, or DLOM: DLOM was quantified by the Finnerty's Average-Strike put options model. Under this option-pricing model, which assumed that the put option is struck at the average price of the stock before the privately held shares can be sold, the cost of the put option was considered as a basis to determine the DLOM. This option pricing model is one of the methods commonly used in estimating DLOM as it can take into consideration factors like timing of a liquidity event, such as an initial public offering, and estimated volatility of our shares. The farther the valuation date is from an expected liquidity event, the higher the put option value and thus the higher the implied DLOM. The lower DLOM is used for the valuation, the higher is the determined fair value of the ordinary shares. DLOM remained 20% in the period from inception to 2015.

The income approach involves applying appropriate discount rates to estimated cash flows that are based on earnings forecasts. The growth rates of our total revenues, as well as major milestones that we have achieved, contributed to the increase in the fair value of our ordinary shares from US$0.11 to US$1.95. However, these

fair values are inherently uncertain and highly subjective. The assumptions used in deriving the fair values are consistent with our business plan. These assumptions include: no material changes in the existing political, legal and economic conditions in China; our ability to retain competent management, key personnel and staff to support our ongoing operations; and no material deviation in market conditions from economic forecasts. These assumptions are inherently uncertain. The risks associated with achieving our forecasts were assessed in selecting the appropriate discount rates.

Valuation of Preferred Shares

The valuations of our preferred shares were determined in accordance with the guidelines outlined in the *American Institute of Certified Public Accountants Practice Aid, Valuation of Privately-Held-Company Equity Securities Issued as Compensation*.

In December 2016, our equity interest comprised of both common shares and preference shares with different rights and preferences. According to the guidelines outlined in the *American Institute of Certified Public Accountants Practice Aid, Valuation of Privately-Held-Company Equity Securities Issued as Compensation*, we adopted the equity allocation method, specifically the Option-Pricing Method, to determine the fair value of the preferred shares and we have considered the different probability for three scenarios: conversion, redemption and liquidation.

We considered objective and subjective factors and key assumptions to determine our best estimate of the fair value of our preferred shares, including the following:

- exit values of recent issuances of preferred shares adjusted by the specific rights, preferences, and privileges of our preferred shares;
- our performance and market position relative to our competitors or similar publicly traded companies;
- the likelihood of achieving a liquidity event, such as an initial public offering or sale of our company, given internal company and external market conditions;
- expected date of liquidation event;
- probability of different scenarios;
- risk free rate and volatility; and
- our developments and milestones.

Internal Control Over Financial Reporting

Prior to this offering, we have been a private company with limited accounting personnel and other resources with which to address our internal control over financial reporting. Our independent registered public accounting firm has not conducted an audit of our internal control over financial reporting. However, in the course of auditing our consolidated financial statements as of December 31, 2016, we and our independent registered public accounting firm identified a material weakness in our internal control over financial reporting, as defined in the standards established by the Public Company Accounting Oversight Board of the United States. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

The material weakness relates to our lack of sufficient number of financial reporting personnel with appropriate level of knowledge and experience in application of U.S. GAAP and SEC rules and regulations commensurate with our reporting requirements.

We have taken initiatives to improve our internal control over financial reporting to address the material weakness that have been identified, including: hired a chief financial officer and an additional senior financial reporting manager with experience in U.S. GAAP accounting and SEC reporting to lead accounting and financial reporting matters; designated more resources to improve the period-end closing procedures for financial statements and relevant disclosures preparation; and took steps to establish an audit committee prior to completion of this offering with members who have an appropriate level of financial expertise to oversee our accounting and financial reporting processes as well as our external and internal audits.

We have also taken other steps to strengthen our internal control over financial reporting, including preparing a contracts tracking database, formalizing a set of comprehensive U.S. GAAP accounting manuals, establishing an internal audit function, continuing to hire qualified professionals with sufficient U.S. GAAP accounting and SEC reporting experience, providing relevant training to our accounting personnel and upgrading our financial reporting system to streamline monthly and year-end closings and integrate financial and operating reporting systems.

However, we cannot assure you that we will complete implementation of these measures in a timely manner. See “Risk Factors — Risks Relating to Our Business and Industry — We have identified a material weakness in our internal controls as of December 31, 2016, and if we fail to maintain an effective system of internal controls, 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 the ADSs may be adversely affected.”

As a company with less than US$1,070,000,000 in revenue for our last fiscal year, we qualify as an “emerging growth company” pursuant to the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 of the Sarbanes-Oxley Act of 2002, in the assessment of the emerging growth company’s internal control over financial reporting. The JOBS Act also provides that an emerging growth company does not need to comply with any new or revised financial accounting standards until such date that a private company is otherwise required to comply with such new or revised accounting standards. However, we have elected to “opt out” of this provision and, as a result, we will comply with new or revised accounting standards as required when they are adopted for public companies. This decision to opt out of the extended transition period under the JOBS Act is irrevocable.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standard Board (“FASB”) issued Accounting Standards Update (“ASU”) 2014-09, *Revenue from Contracts with Customers* (Topic 606). The guidance substantially converges final standards on revenue recognition between the FASB and the International Accounting Standards Board providing a framework on addressing revenue recognition issues and, upon its effective date, replaces almost all exiting revenue recognition guidance, including industry-specific guidance, in current U.S. GAAP.

The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve that core principle, an entity should apply the following steps:

Step 1: Identify the contract(s) with a customer.

Step 2: Identify the performance obligations in the contract.

Step 3: Determine the transaction price.

Step 4: Allocate the transaction price to the performance obligations in the contract.

Step 5: Recognize revenue when (or as) the entity satisfies a performance obligation.

In August 2015, FASB issued its final standard formally amending the effective date of the new revenue recognition guidance. The amendments in this ASU are effective for annual reporting periods beginning after December 15, 2017, including interim 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 are in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10)* ("ASU 2016-01"). The amendments require all equity investments to be measured at fair value with changes in the fair value recognized through net income (other than those accounted for under equity method of accounting or those that result in consolidation of the investee). The amendments also require an entity to present separately in other comprehensive income the portion of the total change in the fair value of a liability resulting from a change in the instruments-specific credit risk when the entity has elected to measure the liability at fair value in accordance with the fair value option for financial instruments. In addition, the amendments eliminate the requirement to disclose the fair value of financial instruments measured at amortized cost for entities that are not public business entities and the requirement for to disclose the method(s) and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost on the balance sheet for public business entities. This updated guidance is effective for the annual period beginning after December 15, 2017, including interim periods within the year. Early adoption is permitted. We are in the process of evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases* ("ASU 2016-02"), which requires lessees to recognize assets and liabilities related to lease arrangements longer than 12 months on the balance sheet. This standard also requires additional disclosures by lessees and contains targeted changes to accounting by lessors. The updated guidance is effective for interim and annual periods beginning after December 15, 2018, and early adoption is permitted. The recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee have not significantly changed from previous GAAP. We are in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

In March 2016, the FASB issued ASU 2016-06, *Derivatives and Hedging* (Topic 815), which clarifies the requirements for assessing whether contingent call (put) options that can accelerate the payment of principal on debt instruments are clearly and closely related to their debt hosts. An entity performing the assessment under the amendments in this ASU is required to assess the embedded call (put) options solely in accordance with the four-step decision sequence. For public business entities, the amendments in this ASU are effective for financial statements issued for fiscal years beginning after December 15, 2016, and interim periods within those fiscal years. An entity should apply the amendments in this ASU on a modified retrospective basis to existing debt instruments as of the beginning of the fiscal year for which the amendments are effective. Early adoption is permitted, including adoption in an interim period. If an entity early adopts the amendments in an interim period, any adjustments should be reflected as of the beginning of the fiscal year that includes that interim period. We are in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-09, *Compensation-Stock Compensation* (Topic 718): Improvements to Employee Share-Based Payment Accounting. This ASU makes targeted amendments to the accounting for employee share-based payments. This guidance is to be applied using various transition methods such as full retrospective, modified retrospective, and prospective based on the criteria for the specific amendments as outlined in the guidance. The guidance is effective for annual periods, and interim periods within those annual periods, beginning after December 15, 2016. We are in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses* (Topic 326): Measurement of Credit Losses on Financial Instruments. This ASU is intended to improve financial reporting by requiring timelier recording of credit losses on loans and other financial instruments held by financial institutions

and other organizations. This ASU requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. This ASU requires enhanced disclosures to help investors and other financial statement users better understand significant estimates and judgments used in estimating credit losses, as well as the credit quality and underwriting standards of our portfolio. These disclosures include qualitative and quantitative requirements that provide additional information about the amounts recorded in the financial statements. All entities may adopt the amendments in this Update earlier as of the fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. We are in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

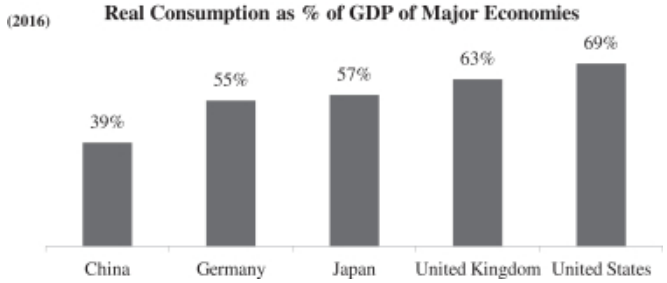
In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows* (Topic 230): Classification of Certain Cash Receipts and Cash Payments. This ASU is intended to improve financial reporting by requiring timelier recording of credit losses on loans and other financial instruments held by financial institutions and other organizations. This ASU requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. This ASU requires enhanced disclosures to help investors and other financial statement users better understand significant estimates and judgments used in estimating credit losses, as well as the credit quality and underwriting standards of our portfolio. These disclosures include qualitative and quantitative requirements that provide additional information about the amounts recorded in the financial statements. All entities may adopt the amendments in this Update earlier as of the fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. We are in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows* (Topic 230): Restricted Cash. This ASU requires 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. This ASU do not provide a definition of restricted cash or restricted cash equivalents. This ASU is effective for public business entities for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted, including adoption in an interim period. We are in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

INDUSTRY OVERVIEW

China's Shift Toward a Consumption-driven Economy and the Internet Economy

China's private consumption level has been growing rapidly at a compound annual growth rate, or CAGR, of 9.5% from 2010 to 2015, according to the Oliver Wyman Report. Despite the significant growth, the relative size of China's consumption as a percentage of total GDP is still low compared to other developed economies according to the Oliver Wyman Report, indicating considerable room for further expansion. With the increases in China's per capita disposable income, household wealth and consumers' growing willingness to spend, China's private consumption is expected to continue to be a key driver for the Chinese economy going forward, growing at a CAGR of 6.8% from 2015 to 2021 and outpacing that of the GDP growth as the Oliver Wyman Report indicates.



Source: Oliver Wyman Report.

The penetration of Internet and mobile Internet in China has continued to expand, with increasing variety of applications to consumers' daily life, evidenced by the following statistics in the Oliver Wyman Report:

- Internet users and mobile Internet users in China reached 731 million and 695 million, respectively, in 2016;
- the number of mobile payment users is expected to increase from 469 million in 2016 to 697 million in 2021;
- online and mobile banking volume is forecasted to reach RMB6,770 trillion by 2021, growing at a CAGR of 24.7% from 2016; and
- gross merchandise value, or GMV, of online retail and mobile commerce market in China have amounted to RMB4.8 trillion and RMB3.6 trillion in 2016, respectively, and are expected to grow to RMB11.4 trillion and RMB9.4 trillion, respectively, in 2021.

Online Consumer Finance Market

The increasingly consumption-driven economy in China has created a significant demand for consumer finance. The traditional banking system primarily serves consumers with established credit histories with PBOC's credit bureau and typically underserves a large number of consumers who are financially active but do not have a credit history. According to the Oliver Wyman Report, consumers in China between the ages of 18 and 35, amounting to approximately 367 million in 2016, constitute the core target segment for the online consumer finance market. Many of these individuals are active shoppers, but are only gradually building up their wealth and credit profile. According to the Oliver Wyman Report, the average online consumer spent approximately RMB835 per month in total online purchases in 2016, while consumers between the ages of 20 to 24, 25 to 29 and 30 to 34 in China had an average monthly income of approximately RMB3,767, RMB4,500 and RMB4,717, respectively, in 2016. The sizable portion of borrowers from such segment who are believed to be of emerging prime credit quality, their current financial status, credit profile and their general lack of access to

consumer financing solutions offered by traditional financial institutions have created massive opportunities for innovative consumer finance products. Powered by the proliferation of mobile apps, online consumer finance service providers that provide easily accessible and affordable credit to borrowers have gained substantial traction.

A number of key factors are critical to the growth of China's online consumer finance sector:

- *Growing consumer finance demand underserved by traditional financial institutions*.

  Chinese consumers are becoming increasingly receptive to adopting consumer finance products, but many are lacking access to suitable solutions. According to an Oliver Wyman survey conducted in 2016, 81.0% of respondents indicated that it is either extremely acceptable or quite acceptable to take out personal loans to finance consumption. Yet, traditional banks possess limited risk pricing capabilities and only target consumers with credit histories. According to the Oliver Wyman Report, 55.1% of the Chinese population was financially active but did not have credit histories in the national credit bureau in 2015. Only approximately 200 million, which represented 17.4% of China's financially active population, comprised of individuals aged 15 and above, in 2015, held one or more credit cards, compared to 68.5% in the U.S. during the same period, according to the Oliver Wyman Report. There remain significant market opportunities for companies with capabilities to identify emerging prime borrowers and address the unmet consumer finance demand with innovative consumer financing products.

- *Improving and increasingly data- and technology-driven credit infrastructure in China*.

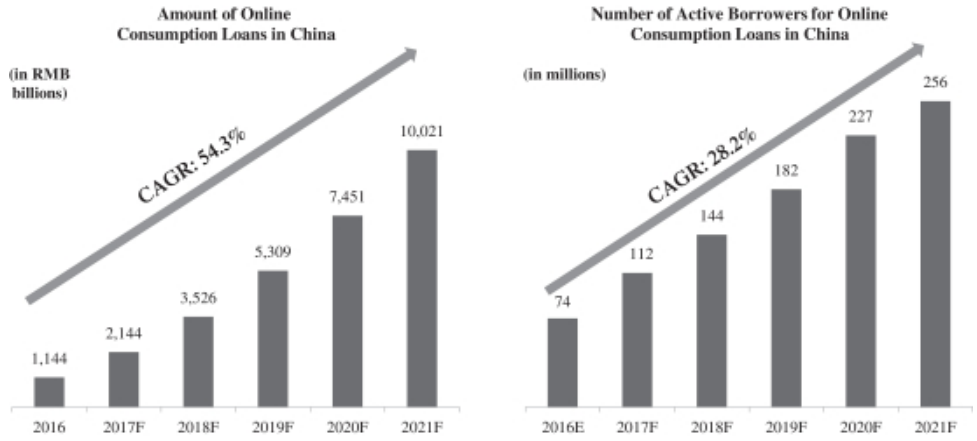
  In 2015, PBOC introduced initiatives in which certain privately-owned companies are allowed to make preparations for providing consumer credit information services in order to strengthen the national credit infrastructure. It is expected that the credit infrastructure in China will become more established with such services, which will entail proprietary databases based on a combination of data, including online retail and mobile commerce, social media and mobile payment data, and data from both banking and non-banking financial institutions. Online consumer finance service providers are also expanding their risk assessment and risk analytics capabilities with growing volume of online credit transactions.

- *Increasingly diversified funding sources*.

  An increasing number of financial institutions have recognized the scalability of online platforms. Such financial institutions have also recognized the quality of loan assets that online consumer finance companies potentially have access to. In addition to third-party wealth management and P2P platforms, traditional financial institutions such as banks, insurance companies, trust companies, licensed consumer finance service providers are becoming sources of funding for online consumer finance through structured products or contractual arrangements. The recent growth of the asset-backed security market also presents an alternative funding source, where relatively high-yield non-standard online consumption loans are securitized. The outstanding volume of consumer-loan-backed asset securitization is expected to rapidly grow from RMB190 billion in 2016 to RMB3,271 billion in 2021 at a CAGR of 76.5%, according to the Oliver Wyman Report.

China's Online Consumer Finance Market

China's online consumer finance market is expected to experience rapid growth with outstanding online consumer loan balance growing to RMB4,025 billion by 2021, representing 31.4% of all outstanding consumer loan balance (online and offline), according to the Oliver Wyman Report. The transaction volume of online consumption loans is expected to grow from RMB1,144 billion in 2016 to RMB10,021 billion in 2021 at a CAGR of 54.3%, and active borrowers for such loans are expected to reach 256 million in 2021, according to the Oliver Wyman Report.



Source:Oliver Wyman Report.

Online consumer finance products can be further segmented into cash credit products and merchandise credit products. Cash credit products are granted for general consumption purposes in the form of cash provided directly to borrowers. Merchandise credit products are granted specifically for the purchase of certain merchandise.

Credit products vary in average loan size. Loans of less than RMB5,000 in size and shorter than three months in duration have rapidly gained popularity and scale. Smaller size online credit products are taken out in large volume and relatively high frequency by borrowers. As a result, companies providing or facilitating small credit are able to accumulate significant amount of credit data from a large borrower base and through the frequent repayment cycles. These data in turn can be used to refine the risk pricing models and improve the accuracy of pricing risks.

Key Success Factors for China Online Consumer Finance Service Providers

Data Analytics Capabilities

Data analytics capabilities represent a core competitive strength for online consumer finance players. Successful data-driven online consumer finance service providers accumulate and analyze multi-dimensional data such as transaction records, payment history and online social footprints. Such analysis allows them to assess the credit risks of borrowers and price the risks appropriately. Online consumer finance players that offer loans in large numbers and with shorter durations are more likely to accumulate more comprehensive data quickly and gain the competitive advantage in developing data analytics capabilities.

Cost Effective Borrower Engagement

Due to the small loan size, a sufficiently large borrower base is critical for online consumer finance players to gain scale. Leading players in the segment tend to differentiate themselves with their ability to efficiently engage prospective borrowers.

Strong Funding Capabilities

Lack of funding sources has become one of the key constraints for the growth of certain online consumer finance service providers. Access to diversified, stable and cost efficient funding sources is essential. Leading players tend to employ a wide range of funding sources, including funding from banks, insurance companies,

licensed consumer finance companies as well as securitization products. Companies with strong balance sheet and capital, including those that can provide a large amount of loans through small loan companies, will possess significant advantages.

Serving Borrowers' Personalized and Long-term Needs

The long-term success of online consumer finance players depends on the ability to provide borrowers with personalized solutions in a wide variety of context, which translates into higher lifetime value of borrowers. Consumers' spending patterns and financing needs evolve over time. Successful online consumer finance players tend to be able to attract and retain quality borrowers and offer services and products to cater to their evolving financing demands.

BUSINESS

OUR MISSION

Our mission is to use technology to make personalized credit accessible.

OVERVIEW

As a provider of online credit products, we use big data-enabled technologies, such as artificial intelligence and machine learning, to transform the consumer finance experience in China. We target hundreds of millions of quality, unserved or underserved consumers in China. They are young, mobile-active consumers who need access to small credit for their discretionary spending but are underserved by traditional financial institutions due to their lack of traditional credit data and the operational inefficiency of traditional financial institutions. We believe our operating efficiency and big data analytics capability to understand our prospective borrowers from different behavioral and transactional perspectives, assess their credit profiles and offer them instantaneous and affordable credit products with customized terms distinguishes our business and offerings.

We currently offer cash credit products, which provide funds in digital form, and merchandise credit products. We mainly generate financing income from cash credit products and both financing income and sales commission fees from merchandise credit products.

We are the largest online provider of small cash credit products in China in terms of the number of active borrowers and the amount of transactions in the six months ended June 30, 2017, according to the Oliver Wyman Report. In the six months ended June 30, 2017, we facilitated approximately RMB38.2 billion (US$5.6 billion) in transactions to 7.0 million active borrowers. Small credit products serve consumers' immediate needs for discretionary consumption. They typically have short durations, enabling us to quickly understand a borrower's behavior and further refine our data analytics and credit assessment model upon the completion of transaction cycles. On average, an active borrower drew down credit approximately six times in the six months ended June 30, 2017. As of June 30, 2017, borrowers with outstanding credit drawdowns utilized approximately 51.3% of their credit limits on average. We believe borrowers who did not utilize the maximum amounts available for drawdowns under their respective credit limits tend to be those who utilize credit responsibly.

We operate a pure online platform, with nearly all of the transactions facilitated through mobile devices, providing consumers with a convenient experience. Prospective borrowers can apply for credit on their mobile phones and receive approval within a few seconds. Approved borrowers are then able to draw down on their cash credit with cash disbursed immediately into their Alipay accounts in digital form. Borrowers also repay the credit drawdowns through their Alipay accounts. To complement our cash credit products, we offer merchandise credit products to finance borrowers' direct purchase of merchandise offered on our marketplace on installment basis. Through collaborating with more than 480 merchandise suppliers, we offer an expanding range of product categories ranging from consumer electronics products to watches and sports and outdoor products to capture approved borrowers' growing consumption demand and enhance their online shopping experience.

We aggregate our borrowers' behavioral data with data and credit analyses from various partners as inputs for our credit assessment model. As an innovator in the application of artificial intelligence to financial services, we utilize machine learning to accurately assess borrowers' credit profiles. We focus on data analyses that not only reflect borrowers' ability to repay but also their willingness to do so. These analyses are based on the prospective borrowers' social and shopping behavioral data, among others, in addition to the characteristic metrics such as locations and demographics. We have increased the number of variables analyzed by our credit assessment system from a few to several hundred for each transaction, and we assign each borrower a personalized credit limit based on his or her credit profile. As borrowers repay, they build credit histories with us. Based on the credit histories, our artificial intelligence-based credit assessment model enables us to continually re-evaluate borrowers' credit profiles and provide more personalized credit limits. We offer borrowers with stronger credit profiles higher credit limits and longer repayment durations, thereby driving higher engagement with them.

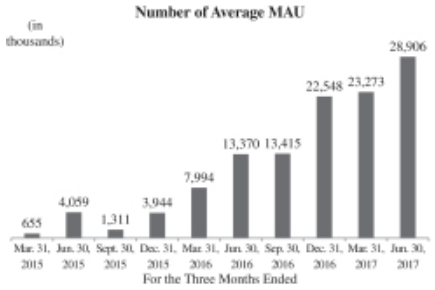
We offer small-sized cash credit products and merchandise credit products. In the six months ended June 30, 2017, our cash credit products had an average size of approximately RMB920 (US$136) and weighted average term of approximately two months, and our merchandise credit products had an average size of approximately RMB1,250 (US$184) and weighted average term of approximately eight months. Small credit products enjoy favorable risk characteristics compared to larger credit products. A borrower is more likely to repay a smaller amount timely to maintain the quality of his or her credit profile, which may impact future borrowing activities. Benefits to fraudulent borrowers are also limited given the small amount of money borrowed. The short-term nature of our credit products contributes to frequent repayments and repeat borrowing activities, which drive the volume and comprehensiveness of the data we collect and analyze. During the three months ended June 30, 2017, we processed an average of 9,521 credit drawdowns and 21,482 repayments per hour. Our machine learning-based approach enables us to continuously refine our credit assessment model based on insights from the high volume of transaction data that we collect.

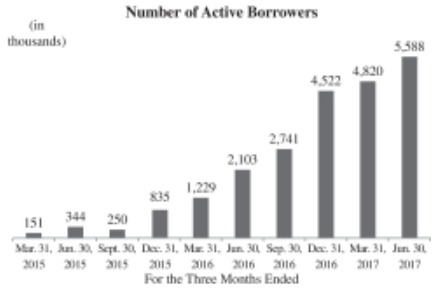
We have experienced robust credit performance. Our M1+ Delinquency Rate by Vintage for transactions in 2016 and the first quarter in 2017 has remained at a level of 0.5% or less up to June 30, 2017. M1+ Delinquency Rate by Vintage is defined as the total balance of outstanding principal of a vintage for which any installment payment is over 30 calendar days past due as of a particular date (adjusted to reflect total amount of recovered past due payments for principal and without taking into account charge-offs), divided by the total initial principal in such vintage.

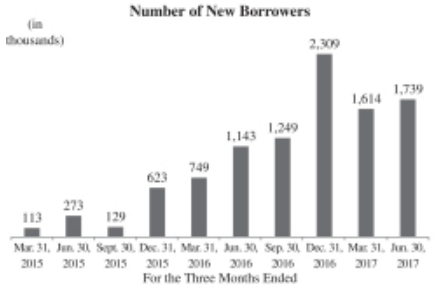
We have established a strategic partnership with Ant Financial, one of our principal shareholders, and have in-depth cooperation in multiple areas of our business. Alipay, operated by Ant Financial, is a leading online and mobile third-party payment service provider in China. We engage the majority of our active borrowers through the Alipay consumer interface, which has significantly contributed to our rapid growth. We also collaborate with Zhima Credit, a credit assessment service provider operated by Ant Financial. Zhima Credit provides us with credit analysis information of prospective borrowers, which enhances our credit analysis capabilities. We also provide Zhima Credit with our credit analysis of borrowers to reflect repayment and other credit attributes and work with Zhima Credit to further develop more robust credit analysis capabilities. In addition, we are in ongoing discussions with Ant Financial to explore other collaboration opportunities, including various approaches to engage and serve prospective borrowers.

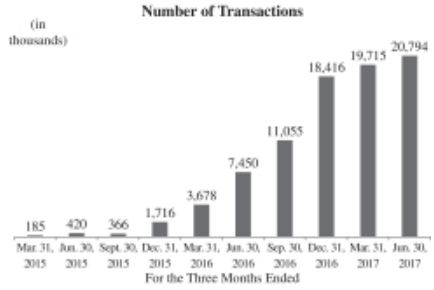
To provide a good user experience, we have technology and funding arrangements in place to enable instant drawdown of credit by consumers. We collaborate with a variety of institutional funding partners such as banks, a consumer finance company and other institutions, to secure sufficient amounts of funding for credit drawdowns. Institutional funding partners are interested in working with us because of the short duration of our credit products, our technology-driven credit assessment capabilities and the diversified credit portfolio with attractive risk-adjusted returns. Our strong technological capabilities enable us to seamlessly integrate our system with those of our institutional funding partners, rapidly facilitate transactions and repayment settlements at a massive scale and forecast our funding needs on a real-time basis. We do not directly source funding from retail investors. Currently, we retain most of the credit risk with respect to the cooperation with institutional funding partners. We also utilize our own capital to fund the credit drawdowns to enhance user experience so that they can instantly receive funds after drawdown requests. Our longer-term objectives are to primarily leverage external institutional funding and to transfer credit risk to or share it with a diversified group of institutional funding partners.

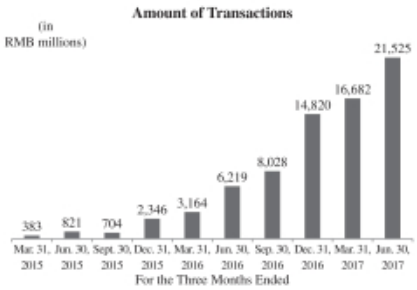
Since inception in 2014, our business has witnessed significant growth and increased borrower activities, as illustrated by the charts below:











As we accumulate more data and enhance the capability of our model, we strive to better engage, re-evaluate and serve prospective borrowers who had applied for credits in the past. As of June 30, 2017, only approximately 17.6 million out of our approximately 47.9 million registered users had been approved with credit.

We have achieved significant scale and experienced strong growth in our results of operations. Our total revenues increased from RMB24.1 million in the period from April 9 to December 31, 2014 to RMB235.0 million in 2015. Our total revenues further reached RMB1,442.8 million (US$212.8 million) in 2016, which was 514.0% higher than our total revenues in 2015. Our total revenues increased by 393.3% from RMB371.6 million in the six months ended June 30, 2016 to RMB1,833.1 million (US$270.4 million) in the same period in 2017. Our net losses were RMB40.8 million in the period from April 9 to December 31, 2014 and RMB233.2 million in 2015. In 2016, we recorded net income of RMB576.7 million (US$85.1 million). Our net income increased by 695.2% from RMB122.4 million in the six months ended June 30, 2016 to RMB973.7 million (US$143.6 million) in the same period in 2017.

STRENGTHS AND STRATEGIES

Our Strengths

We believe the following strengths contribute to our success and reinforce our market leading position.

Our Market Leadership

We are the largest online provider of small cash credit products in China in terms of the number of active borrowers and the amount of transactions in the six months ended June 30, 2017, according to the Oliver Wyman Report. We focus on the small credit segment with short duration and high transaction frequency. We served 7.0 million active borrowers during the six months ended June 30, 2017, and as of June 30, 2017, the amount of transactions we facilitated was RMB75.3 billion (US$11.1 billion) since we were founded in April 2014. The scale of our business in terms of user base, number of transactions and credit volume provides us with the economies of scale to maintain a low unit cost and enable the affordability of credit while collecting data and refining our risk management model through more user engagements and transactions. As of June 30, 2017, the total number of transactions since inception was 84.0 million, which enables us to collect a massive amount of borrower behavior data and develop strong capabilities in credit assessment.

Small Credit, Big Data

Our mission is to use technology to make personalized credit accessible. To accomplish this, we employ big data-enabled technologies, such as artificial intelligence and machine learning, to assess credit quality, and then offer small credit products to quality, unserved or underserved consumers in China. We believe there is a large unmet demand of small credit from the young, mobile-active consumers in China for their frequent discretionary spending, which can only be served with the power of big data and technologies in a cost efficient way. Our big data analytics utilizes distributed computing and machine learning to analyze correlations between users' behavior and their willingness and ability to repay. For such analysis, we leverage our online model to aggregate a broad range of data, including users' behavior in filling out applications, repayment performances from completed borrowing cycles, social activity information, online retail and mobile commerce transaction activity information, credit analysis from other parties such as Zhima Credit and other leading anti-fraud institutions in China. Such analysis constitutes the core input of our credit assessment model and risk management system and also helps us make decisions regarding product design and business focus. The results of such analysis drive constant improvements to our credit decisioning process, as well as adaptations of attributes of merchandises most attractive to borrowers, thereby enhancing the desirability of our credit products.

Effective Data-Driven Analytics and Credit Assessment Model

We developed a rigorous credit assessment model and robust risk management system. Our model and system allow us to innovate the way user credit profile is assessed by analyzing a variety of behavioral data typically ignored by traditional financial institutions. Machine learning enables us to draw insights from the high volume of transaction data that we collect. We continuously test, validate and optimize this model and system by changing the types of data we analyze. In particular, as we identify creditworthy borrowers whom our model previously regarded as risky and raise the credit limits for quality borrowers, we are able to increase the amount of transactions without undertaking significantly more risk. Since inception, we have been able to expand the granularity of our credit assessment model to further refine the risk levels of prospective borrowers in a continuous self-reinforcing manner. We have increased the number of variables analyzed by our credit assessment system from a few to several hundred for each transaction, and we assign each borrower a personalized credit limit based on his or her credit profile. For example, prospective borrowers with the same Zhima Credit Score may receive different credit limits that carry different repayment terms and financing service fees. As borrowers repay they build credit histories with us. Based on the credit histories, our artificial intelligence-based credit assessment model enables us to continually re-evaluate borrowers' credit profiles and provide more personalized credit limits. We offer borrowers with stronger credit profiles higher credit limits and longer repayment durations, thereby driving higher engagement with them.

We have experienced robust credit performance. Our M1+ Delinquency Rate by Vintage, which is defined as the total balance of outstanding principal of a vintage for which any installment payment is over 30 calendar days past due as of a particular date (adjusted to reflect total amount of recovered past due payments for principal and without taking into account charge-offs), divided by the total initial principal in such vintage, for transactions in 2016 and the first quarter in 2017 has remained at a level of 0.5% or less up to June 30, 2017.

Ant Financial Partnership

We have established a strategic partnership with Ant Financial and have in-depth cooperation in multiple areas of our business. Alipay, operated by Ant Financial, is a leading online and mobile payment service provider in China. We engage the majority of our active borrowers through different channels on the Alipay consumer interface, which has significantly contributed to our rapid growth. We collaborate with Zhima Credit, which provides us with credit analysis information of prospective borrowers, to enhance our credit analysis capabilities. We also provide Zhima Credit with our credit analysis of borrowers to reflect repayment and other credit attributes.

Collaboration with Institutional Funding Partners

We work with institutional funding partners such as banks, a consumer finance company and other institutions to fund credit drawdowns we facilitate while maintaining competitive overall funding costs. Working with institutional funding partners enables us to efficiently secure a large amount of funding to support our growth while maintaining competitive overall funding costs. Institutions are also generally more established and sophisticated, which provide funding stability. By taking advantage of our big data analytics and risk management capabilities, our institutional funding partners are able to achieve attractive returns on small, short-duration credit products without significant exposure to any individual borrower. Our collaboration with institutional funding partners is further enhanced by our sophisticated systems infrastructure, including a highly automated transaction clearing system that rapidly facilitates a massive number of transactions under a diverse array of funding arrangements, an efficient repayment settlement system that separates repayments into different categories on a real-time basis and settles with the relevant parties accordingly and a liquidity forecast system that provides real-time forecasts on our funding needs.

Highly Competitive Operating Efficiency

Leveraging our online model, we have achieved highly competitive operating efficiency while expanding business rapidly. As we engage borrowers online, we have reached a large target borrower base without deploying an expensive offline sales and marketing team. We have fully automated data collection and risk management process and therefore do not rely on in-person meetings for such purposes. As a result, we are able to operate a nationwide business with a nimble workforce of 1,014 employees as of June 30, 2017, and 484, or approximately 47.7%, of our employees are dedicated to risk management or technology and product development. Besides streamlining the headcount, we have implemented other cost-saving measures. We have utilized the public service window on the Alipay consumer interface, which is free of charge and generally available to third parties, to engage the majority of our active borrowers since 2016. Furthermore, our collaboration with institutional funding partners allows us to avoid costly marketing initiatives to individual investors.

Visionary and Experienced Management Team

Our founder, chairman and chief executive officer, Mr. Min Luo, has over ten years of entrepreneurial experience in China’s Internet industry. Our senior management team members have also on average more than ten years of experience in their respective business functions, with our chief financial officer having previously served as the chief financial officer of three public companies. Our management prudently operates our business with determined focus on risk awareness and has developed significant risk management execution capability. In

addition, we have also been able to attract talents from large global financial institutions and technology companies.

We have a result-driven corporate culture that fosters collaboration, encourages teamwork and cultivates creativity and professionalism.

Our Strategies

We seek to continue to transform consumer finance experience in China by using big data analytics to make credit accessible and personalized. We plan to pursue the following strategies to achieve our goal:

Invest in Technology

As of June 30, 2017, only approximately 17.6 million out of our approximately 47.9 million registered users had been approved with credit, indicating a significant growth potential. We continue to make investments in our data analytics and machine learning, which will enable us to refine risk assessment and better assign credit limits additional registered users, increase conversion of registered users into quality borrowers, and provide increasingly personalized products. Increasing amount of transactions will enable us to more effectively analyze user data, assess risks and enhance our credit products. In addition, we intend to further collaborate with various other parties to aggregate and analyze a wider variety of data. For example, we will incorporate credit related data from additional reputable parties, particularly leading Internet companies, enabling us to further evaluate and facilitate credit to more users while reducing fraud and delinquency. Furthermore, as we diversify our user engagement efforts, we plan to tailor our credit assessment model for the different channels to ensure accurate risk assessment.

Increase the Diversity and Depth of Funding Sources

Our longer-term objective is to become a leading consumer credit facilitator with funding flexibility and limited credit exposure. Currently, we fund credit through both on balance sheet and off balance sheet arrangements with external funding partners as well as our own capital. We will further optimize and diversify our institutional funding sources by cooperating with additional institutions, including banks, consumer finance companies, trust companies, asset management companies, and insurance companies. For example, we entered into off-balance sheet arrangements with banks to directly provide funding to borrowers for credit that we facilitate. We assume full credit risk for the credit drawdowns funded under such arrangements and record the fair value of guarantee liabilities, which represents the present value of our expected payouts, on our balance sheet. In addition to working with increasing number and diversity of funding partners, we intend to secure more fixed and longer-term commitment from our institutional funding partners to ensure the availability of our funding sources. We will also seek to increase the limits as to the amount of transactions that our existing online small credit companies are able to provide or to establish additional online small credit companies as needed in order to facilitate the funding of certain credit drawdowns to borrowers. In addition, we may pursue potential strategic investments and acquisitions of licensed financial institutions to gain access to select licenses for the long-term growth of our business.

Broaden User Reach

According to the Oliver Wyman Report, there were approximately 367 million consumers in China in 2016 between the ages of 18 and 35, and such group constitutes a core target segment for the online consumer finance market. We will continue to focus on growing our reach of users from our existing registered user base of approximately 47.9 million as of June 30, 2017. We have established a strong partnership with Ant Financial and will continue to work with them. We also intend to work closely with other leading Internet companies in China to promote our credit products to their large user bases.

To further enhance user engagement efforts, in October 2016 we formed QuCampus, a joint venture with Ant Financial. Accessible through the Alipay consumer interface, QuCampus' services cover various aspects of the daily life of college students, including those related to academia, social connection, networking and other campus life related services. We believe our extensive historical on-the-ground operational experiences and understanding of the behavior and social needs of college students across China enable the joint venture to better design and introduce relevant services. We view the joint venture as a valuable opportunity to cultivate long-term relationships with prospective borrowers. We are in ongoing discussions with Ant Financial to explore other collaboration opportunities, including various approaches to engage and serve prospective borrowers.

Expand and Enhance Our Product Offerings

As of June 30, 2017, out of approximately 17.6 million users that we have approved credit for, only 10.1 million had drawn down on their credit. We will continue to focus on offering credit products and merchandise that are attractive to our approved users, including those that have not utilized our credit products. We will further optimize the combination of pricing, duration and size of our credit products, including offering more personalized credit products. We will explore opportunities to allow certain users to utilize our credit for consumption directly on our partners' platforms, including those for local services and online travel platforms. Under our merchandise credit products, we will continually seek to identify merchandise that resonate with consumers to maintain the popularity of our marketplace. We also intend to broaden offerings in certain categories to attract a broader range of prospective borrowers. We believe our borrowers are of emerging prime credit quality and will continue to have stable credit needs driven by their discretionary spending. We will continuously monitor our active borrowers' credit behavior and proactively retain them on our platform through offering them with more personalized credit products at affordable rate based on their credit histories with us. We also plan to promote and increase our brand awareness and visibility through a variety of marketing initiatives.

In addition, we may selectively expand into other credit products that are in strong demand by targeted prospective borrowers and potentially offer higher returns, such as secured credit products and auto loans.

We may also leverage our risk management model to help other financial services providers assess the credit profiles of their own customers according to their credit standards.

Attract and Retain Exceptional Employees

Since inception, we have devoted and will continue to devote substantial efforts to establish a talented employee base in the areas such as big data analytics, risk management and operation management. We believe that versatile and experienced management and employees will provide significant advantages in the rapidly evolving market in which we compete and continue to drive innovation and growth.

Our Credit Products

Our credit products are designed to address and serve the needs of creditworthy borrowers who we believe are of emerging prime credit quality but have limited credit history and access to traditional consumer credit from banks or other lenders in China. We primarily offer small cash and merchandise credit products. Small credit products typically have short durations, enabling us to quickly understand a borrower's behavior and further refine our data analytics and credit assessment model. Small credit products also enjoy favorable risk characteristics compared to larger credit products. A borrower is more likely to repay a smaller amount on time to maintain the quality of his or her credit profile, which may impact future borrowing activities. Benefits to fraudulent borrowers are also limited given the small amount of money borrowed.

Our credit products can be accessed through the Alipay mobile app or our Laifenqi and Qudian mobile apps, and cash is disbursed into borrowers' Alipay accounts in digital form.

Our cash credit products comprise short-term, unsecured lines of credit that can be drawn down at any time, subject to our approval at the time of each drawdown request. Prospective borrowers complete an application and receive a decision on their application in as quick as a few seconds. When a credit is drawn, the money is deposited directly into the borrower's Alipay account and can be used anywhere Alipay is accepted. Borrowers are typically charged financing service fees for cash credit drawdowns. In the six months ended June 30, 2017, our cash credit products had an average size of approximately RMB920 (US$136) and weighted average term of approximately two months.

To complement our cash credit products, we offer merchandise credit products to finance borrowers' direct purchase of merchandise offered on our marketplace on installment basis. We operate a marketplace that connects consumers with merchandise suppliers. As the operator of the marketplace, we neither sell merchandise nor hold inventory. Customers access our marketplace through mobile apps. Only customers with approved merchandise credit limits can make purchases, and we require a minimum amount of each purchase to be funded by utilizing our credit product. In the event the credit drawdown were insufficient to purchase the relevant merchandise, borrowers will need to pay for the portion that was not covered by the credit products using their own funds. A borrower may also voluntarily pay a portion of the purchase price with his or her own funds. We currently collaborate with more than 480 merchandise suppliers, including leading consumer brands and their authorized distributors, to offer 14 categories of merchandise from over 1,000 brands covering primarily consumer electronics, home appliances, watches and accessories, sports and outdoor merchandise and luggage. Borrowers are typically charged financing service fees for merchandise credit drawdowns. We also earn sales commission fees from our merchandise suppliers for our intermediary services rendered. Sales commission fees represent fees earned from merchandise suppliers when borrowers purchase their merchandise on our marketplace and comprise (i) the difference between the retail prices of the merchandise sold to borrowers and the prices of the merchandise that we pay to the merchandise suppliers and (ii) rebates earned from merchandise suppliers. Such fees are determined based on our negotiation with the relevant merchandise suppliers. Merchandise suppliers do not receive any other amounts from us or borrowers.

Merchandise credit products are typically larger in credit size and longer in duration compared to cash credit products. In the six months ended June 30, 2017, our merchandise credit products had an average size of approximately RMB1,250 (US$184) and weighted average term of approximately eight months.

We utilize our proprietary data analytics and credit assessment model to determine the amount of credit available for each borrower. For information regarding credit assessment, see "— Credit Approval and Servicing Process — Stage 3: Credit Assessment." The full amount of such credit represents such borrower's credit limit for merchandise credit products. A portion of the full amount represents the borrower's credit limit for cash credit products. Nonetheless, while borrower may utilize funds received under cash credit products for any purpose, merchandise credit products can only be used to fund purchases on our marketplace. Borrowers' credit limits are not the same as revolving lines of credit which can be utilized and paid down and utilized again because we have the right to not approve any additional draw downs. Upon receipt of a drawdown request, our credit assessment model and risk management system normally review the application and re-evaluate the creditworthiness of such borrower to ensure that he or she is qualified for the requested drawdown.

When borrowers draw down on their cash credit or utilize their merchandise credit to purchase merchandise on our marketplace, they may choose between several installment plans of different durations and financing service fees. The terms of the credit products are clearly stated in the electronic borrowing agreements borrowers enter into with us upon drawdowns:

- *Installments*. Borrowers are generally required to make fixed weekly or monthly payments. The combined total represents the loan principal and financing service fees charged to borrowers.
- *Durations*. Durations of credit products facilitated typically range from one to six weeks or from one to six months for cash credit products and from one to 12 months for merchandise credit products as of the date of this prospectus. Historically, we also offered merchandise credit products that require

monthly payments ranging up to 24 months. In the six months ended June 30, 2017, the average duration of credit products under our cash credit products was approximately two months, and under our merchandise credit products was approximately eight months.

- *Prepayments*. Borrowers may pay off their account balance in full at any time, although the total amount of repayment, including the financing service fees, will remain the same as a full duration credit product.
- *Penalty fee*. A penalty fee for late payment is clearly disclosed in the agreement and will be imposed as a daily penalty rate of the amount past due.
- *Repayment method*. Repayments are made through the borrower's Alipay account.

The borrower may continue to utilize his or her credit as long as the borrower has made the requisite payments in a timely manner, and there are unused credit remaining, subject to our approval at the time of each drawdown request. Borrowers are not allowed to roll over cash credit products or merchandise credit products upon maturity or otherwise change the terms of the transactions.

Risk Management

To maintain healthy credit performance, we developed a rigorous credit assessment model and robust risk management system. As an innovator in the application of artificial intelligence to financial services, we analyze a variety of behavioral data typically ignored by traditional financial institutions. Leveraging machine learning, we measure prospective borrowers' willingness and ability to repay based on behavioral data, along with data and credit analyses from various partners. Our machine learning-based approach also enables us to continuously refine our credit assessment model based on insights from the high volume of transaction data that we collect. The short-term nature of our credit products contributes to frequent repayments and repeat borrowing activities, which drive the volume and comprehensiveness of the data we collect and analyze. During the three months ended June 30, 2017, we processed an average of 9,521 credit drawdowns and 21,482 repayments per hour. We continuously test, validate and optimize our model by changing the types of data we analyze. In particular, as we identify creditworthy borrowers whom our model previously regarded as risky and raise the credit limits for quality borrowers, we are able to increase the amount of transactions without undertaking significantly more risk.

Our risk management system has undergone significant evolutions since our inception in April 2014. Prior to November 2015, we primarily engaged borrowers offline and utilized traditional risk management methodologies such as in-person collection of borrower information as well in-person interviews. Our borrower engagement efforts shifted from offline to online since November 2015, and we have fully automated data collection and risk management methodologies accordingly. In January 2017, we rolled out a major upgrade of our risk management system, which improved our fraud prevention and credit assessment capabilities.

Fraud Prevention

Our fraud prevention system identifies suspicious activities efficiently with a low false positive rate and minimum friction in user experience. Machine learning enables us to analyze prospective borrowers' behavioral patterns and address different types of fraud risks, including known fraud types, new fraud types as well as organized frauds. We aggregate data from both internal and external sources and undertake multiple steps to identify frauds:

- *Information Authentication*. We use information from external databases to match the information provided by the prospective borrower. If the relevant information does not match, such application will be declined.
- *Restricted List Search*. We collaborate with other institutions to screen prospective borrowers who are on restricted lists maintained by such institutions. We utilize more than 30 such lists, which contain individuals whose records indicate higher risk of fraud.

- *Anti-fraud Models*. For those potential borrowers without hits from restricted list searches, we will employ machine learning algorithms to screen for suspicious behavioral patterns. We utilize supervised machine learning to identify known fraud types, including those with highly complex patterns, and our system becomes more effective as it collects more data. We utilize unsupervised machine learning to develop an abnormal user labeling system, which enables us to identify new fraud types. By analyzing relationships among prospective borrowers, we are also able to identify those displaying attributes of organized frauds and deny their credit applications.

Every applicant who passes our fraud prevention system is assigned a credit limit, the size of which is determined by our credit assessment system.

Credit Assessment

Building on the experience and data we have gained since our inception, we have developed two distinct credit assessment systems for new borrowers and borrowers who have established certain credit histories with us, and we have started to apply such systems since January 2017. Continuously refined by machine learning algorithms and the high volume of transaction data we collect, these credit assessment systems analyze a large number of variables for each transaction and enable us to better differentiate between creditworthy borrowers and lower quality borrowers. While over 80% of borrowers are currently assigned credit limits between RMB2,000 and RMB7,000, we offer those with stronger credit profiles progressively higher credit limits, up to RMB10,000. With higher credit limits, these borrowers tend to draw down larger size credit products while presenting lower default risk. As a result, we are able to increase the amount of transactions facilitated and maintain low delinquency rate in the meantime.

A Score

We refer to our credit assessment system for new borrowers as A score. A score incorporates variables including internal data, such as the historical delinquency rates we experience in the province where a prospective borrower resides, and data from external parties, such as Zhima Credit Score, stability of online social network, average liquid asset index, online consumption level and credit repayment index. The main assumption used in determining A score is that behavioral data collected from external parties reflects the credit quality of prospective borrowers. The following table illustrates the impact of various factors on a borrower's A score.

Factors	Effect on A Score
• Historical delinquency rates we experience in the province where a prospective borrower resides	• Negative correlation
• Zhima Credit Score	• Positive correlation
• Stability of online social network(1)	• Positive correlation
• Average liquid asset index(2)	• Positive correlation
• Online consumption level	• Positive correlation
• Credit repayment index(3)	• Positive correlation

(1) A borrower with few contacts in his or her social network account or a relatively new account at the time of credit application presents a higher default risk.
(2) An index that estimates the amount of liquid asset owned by a person. Such index is developed by Ant Financial based on transaction records on its platform and other types of data available to it.
(3) An index that estimates the amount of credit repayments by a person. Such index is developed by Ant Financial based on transaction records on its platform and other types of data available to it.

A score correlates positively with credit quality and ranges from 500 to 800. Credit limits assigned to eligible borrowers currently range from RMB2,000 to RMB10,000. The size of credit limit is based on a borrower's A score, our assessment of the borrower's ability to repay and our funding capacity at the time of credit assignment. Over 80% of borrowers with A scores are currently assigned credit limits between RMB2,000 and RMB5,000. By taking into account a large number of variables, A score enables us to better distinguish the credit quality of prospective borrowers. By way of illustration, borrowers X and Y have the same Zhima Credit Score, but they are assigned different A scores because of the other factors that our risk assessment system considers. Based on the data we receive from third parties, borrower X has a good repayment history and stable online consumption level and therefore receives an A score of 660 and a credit limit of RMB4,600. Borrower Y does not have a stable mobile phone number and shipping address and therefore receives an A score of 630 and a credit limit of RMB3,100.

B Score

We refer to our credit assessment system for borrowers who have established certain histories with us as B score. Once a borrower's B score is available, his or her A score will be replaced by B score for future credit assessment and re-evaluation purposes. Given repeat borrowers made up approximately 82.7% of our total active borrowers in the six months ended June 30, 2017, we expect B score to play a prominent role in our overall risk management efforts. B score places a strong focus on a borrower's behavior during his or her credit history with us. Variables taken into account by such score include behavioral data, such as number and amount of repayment in the past three months, amount payable in the next three months, average collection period, the time interval between credit approval and drawdown, comparison of historical and proposed drawdown sizes, the time of day when a borrower applies for drawdown and past repayment and delinquency record, and other types of data, such as the historical delinquency rates we experience in the province where a prospective borrower resides.

B score correlates positively with credit quality and ranges from 300 to 900. Each borrower with a B score above 530 and no delinquency history is eligible for an increase in credit limit ranging from RMB500 to RMB7,000, subject to a cap of RMB10,000 on the size of credit limit. The size of credit limit increase is based on a borrower's B score, our assessment of the borrower's ability to repay and our funding capacity at the time of credit assignment. Over 80% of borrowers with B scores have been granted credit limit increases between RMB500 and RMB2,000. For borrowers who have been delinquent on their repayments, we may reduce their credit limits or even decline their drawdown requests, depending on the length and severity of their delinquencies. The main assumptions used in determining B score include:

- The credit quality of borrowers with or without delinquency record is different; we therefore utilize two different algorithms in determining the B score for borrowers with and without delinquency record, respectively; and
- The minimum amount of credit history for meaningful credit assessment is two months; we therefore only assign B scores to borrowers with more than two months of credit histories with us.

Similar to A score, B score enables us to better distinguish the credit quality of borrowers. By way of illustration, borrowers X and Y mentioned above are assigned different B scores based on their credit histories with us. Within the three months since they first established credit histories with us, borrower X has good repayment record, while borrower Y has two short-term delinquencies. Based on their credit histories with us, borrower X receives a B score of 680 and borrower Y receives a B score of 600. As a result, borrower X's credit limit is increased. On the other hand, we may limit further drawdowns by borrower Y on our platform if such borrower experiences additional delinquencies.

Historical Practices

Our credit assessment system has undergone significant changes since our inception in April 2014. Prior to November 2015, we primarily engaged borrowers offline and utilized traditional risk management methodologies

such as in-person interviews and in-person collection of borrower information, which included education background, PRC identity card and student identification card. We assessed borrowers' risk profiles based on the completeness of their information, and we divided them into multiple segments, each corresponding to a different credit limit. The credit limits offered during this period ranged from RMB2,000 to RMB10,000.

Our borrower engagement efforts shifted from offline to online in November 2015, and we have started to automate our data collection process and credit assessment system. During the period from November 2015 to January 2017, we assessed borrowers' credit profiles based on a large number of inputs, such as Zhima Credit Score, the borrower's delinquency record, the number of credit applications submitted by the borrower to other financial services providers and delinquency rates in the region where a prospective borrower resides. The inputs also include an internally generated anti-fraud score, which measures the level of fraud risk based on data provided by a third-party credit information provider. For example, a borrower who has submitted credit applications on multiple platforms within a week or provides a mobile phone number associated with several other names poses a higher level of fraud risk that are then taken into account by our anti-fraud score. None of the inputs by itself alone is determinative in our analysis. We assigned borrowers highly differentiated credit limits based on their credit profiles. The credit limits offered during this period ranged from RMB2,300 to RMB6,500.

The results generated by our historical credit assessment systems are not comparable to the results generated by the current A score and B score systems because the A score and B score systems take into account significantly more factors. In addition, since we did not collect all the relevant data required for A score and B score systems prior to January 2017, we are unable to produce comparable A scores and B scores for borrowers engaged prior to January 2017. We expect to continually refine A score and B score by, among others, including additional inputs into these systems. Due to their evolving nature, A scores and B scores only reflect our assessment of borrowers' credit profiles at a particular point of time, and we do not view them as absolute benchmarks that are comparable among different periods.

Our Risk Management Team

We have established a dedicated risk management team comprising of 291 employees as of June 30, 2017. Our risk management team meets regularly to examine the credit and enterprise risks of our company, and is intimately involved in portfolio management, credit model development, validation and optimization. Tasks performed by our risk management team includes reporting on origination trends, monitoring of portfolio performance and stability, risk concentrations, building and maintaining credit models, performing economic stress tests on our portfolio, optimizing credit decisioning processes and conducting peer benchmarking and exogenous risk assessments.

A majority of our risk management team members are responsible for credit management and collection. We have implemented payment and collection policies and practices, included through automated repayment process in which borrowers authorize deduction from their Alipay accounts for the amount of scheduled repayments. These policies and practices are designed to optimize regulatory compliant repayment, while also providing superior borrower experience. We operate centralized collection teams within our two call centers. Our collections teams are trained to help borrowers to understand the value of their credit profile, explore available payment alternatives and make reasonable arrangements to repay outstanding balances. Call center employees contact borrowers following the first missed payment and periodically thereafter. Our primary methods of contacting past due borrowers are to send reminders through text, voice and instant messages, phone calls, letters and emails.

We have developed a machine learning algorithm to better allocate collection resources based on more detailed grouping of larger delinquency risk, which we rolled out in the second quarter of 2017. The algorithm places delinquent borrowers into different groups based on internal blacklist check, credit history, A score and B score. Higher risk groups are allocated with more collection resources as the likelihood of their outstanding

balance becoming longer-term delinquent or even uncollectable is generally higher. We expect to both improve our collection efficiency and reduce delinquency under this algorithm.

Borrowers

We target the large and growing number of creditworthy borrowers in China who we believe are of emerging prime credit quality but have limited credit history and access to traditional consumer credit from banks or other lenders. As we have been focused on providing credit products to young consumers across China, we have gained extensive experience and understanding into the behavior and consumption preference of such demographic of users since our inception. In the six months ended June 30, 2017, approximately 90.8% of active borrowers are between 18 and 35 years of age. Zhima Credit Score serves as one of the many inputs for our credit assessment model. Borrowers with approved amounts of credit from us typically have Zhima Credit Scores of at least 620. Zhima Credit Scores are limited by the amount of information available to Zhima Credit and therefore may not be fully reflective of borrowers' creditworthiness. Based on our analysis of such borrowers' behavioral data, we may determine some of the borrowers with low Zhima Credit Scores to be creditworthy and approve credit to such borrowers. As one of our strategies to broaden our borrower base, we have started to engage borrowers whose Zhima Credit Scores are below 620. To explore the feasibility of this strategy, we have started to approve credit for a relatively small number of such borrowers with Zhima Credit Scores between 600 and 620, which enables us to collect behavioral data and optimize our credit assessment model. If such efforts turn out to be successful, we believe we would be able to convert a considerable portion of our target users into borrowers. We have also approved credit to selective borrowers with Zhima Credit Scores below 600.

We engage the majority of our active borrowers through different channels on the Alipay consumer interface, which has significantly contributed to our rapid growth. We promote our products and launch campaigns through the public service window on the Alipay consumer interface, which is free of charge and generally available to third parties. We have been able to engage the majority of our active borrowers, particularly repeat borrowers, through such channel since 2016. In the meantime, we also seek to diversify our borrower engagement channels by collaborating with other leading Internet companies.

We have experienced significant growth in the number of borrowers since inception. As of December 31, 2014, 2015 and 2016 and June 30, 2017, approximately 0.2 million, 1.5 million, 11.2 million and 17.6 million registered users were approved with credit, respectively. In 2014, 2015 and 2016 and the six months ended June 30, 2017, we arranged credit for approximately 0.2 million, 1.2 million, 6.1 million and 7.0 million active borrowers, respectively. Out of the total active borrowers in 2014, 2015, 2016 and the six months ended June 30, 2017, respectively, repeat borrowers, made up approximately 14.7%, 40.4%, 68.4% and 82.7% of our total active borrowers, respectively. We believe the increase in repeat borrowers reflects borrower loyalty and our credit products' ability to address borrower consumption needs. On average, an active borrower drew down approximately six times in the six months ended June 30, 2017.

As of June 30, 2017, borrowers with outstanding credit drawdowns utilized 51.3% of their credit limits on average. We believe borrowers who did not utilize the maximum amounts available for drawdowns under their respective credit limits tend to be those who utilize credit responsibly.

Pricing

Our credit limits are determined based on assessments performed by our proprietary credit assessment model and risk management system. Our credit assessment model takes into account factors such as identity characteristics, credit history, payment overdue history, payment capacity, behavioral characteristics and online social network activity, and assign each borrower a personalized credit limit based on his or her credit profile.

We continually review and assess the credit profiles of borrowers at each drawdown request. If the credit profile of a prospective borrower changes, the amount and duration of credit that such borrower may be able to

draw down under the credit limit would also change. As borrowers repay, they build credit histories with us. Based on the credit histories, our artificial intelligence-based credit assessment model enables us to continually re-evaluate borrowers' credit profiles and provide more personalized credit limits. We offer borrowers with stronger credit profiles higher credit limits and longer repayment durations, thereby driving higher engagement with them. In addition to personalized credit limits, we plan to offer personalized financing service fees that reflect borrowers' credit profiles.

Pricing for credit drawdowns borrowed under cash credit and merchandise credit products are quoted in the form of the size of each installment payment and the number of installments required. For cash credit and merchandise credit products, the combined total represents the loan principal and financing service fees charged to borrowers. A credit product with duration of one week only requires a one-time payment upon maturity. A penalty fee for late payment is imposed as a daily penalty rate of the amount past due. All fees are clearly disclosed to the borrower upfront when the transaction is facilitated.

The financing service fee of a credit product is determined by its size and duration. Credit products of larger size and longer duration generally correspond to higher amount of financing service fees. The below table illustrates typical fee range of five of our most representative credit products with the highest number of transactions facilitated during the six months ended June 30, 2017 as well as the maximum fee for each of such products according to our pricing policy as of June 30, 2017.

Product Duration	Credit Product Type	Principal Per Transaction (RMB)	Financing Service Fee Range Per Transaction (RMB)	Maximum Fee as of June 30, 2017 (RMB)
1 week	Cash	100 ~ 1,000	0.7 ~ 30.0	6.9
1 month	Cash	100 ~ 1,000	3.0 ~ 50.0	30.0
1 month	Cash	1000 ~ 2000	20.0 ~ 100.0	60.0
3 months	Cash	100 ~ 1,000	6.1 ~ 87.9	60.6
6 months	Cash	100 ~ 1000	10.8~113.7	107.6

For borrowers with strong credit profiles, we may offer them discounts as to financing service fees. In addition, we hold promotional campaigns from time to time and charge lower financing service fees during such campaigns. Such discounts were RMB0.1 million, RMB6.4 million, RMB10.2 million (US$1.5 million) and RMB0.9 million (US$0.1 million) for the period from April 9, 2014 to December 31, 2014, for the years ended December 31, 2015 and 2016 and for the six months ended June 30, 2017, respectively. The fee ranges presented in the above table take into account such discounts and campaigns. As a result, a transaction with principal at the low end of a principal range may not be charged with financing service fee at the low end of the corresponding financing service fee range, and a transaction with principal at the high end of a principal range may not be charged with financing service fee at the high end of the corresponding financing service fee range.

Funding

We collaborate with institutional funding partners and, in certain cases, utilize our own capital to fund the credit we facilitate. We believe institutions provide us with an efficient way to secure a large amount of funding, while being generally more stable than retail investors by nature. In addition, while we intend to focus on leveraging technology, rather than capital, to serve the broad consumer base in China, we fund certain credit drawdowns to our borrowers to provide ourselves with funding flexibility. We have established online small credit companies and utilized trusts funded by us for such purpose. The table below sets forth a breakdown by funding sources for total amount of transactions in the periods presented:

	Year Ended December 31,				Six Months Ended June 30, 2017	
	2014	2015	2016			
	RMB	RMB	RMB	US$	RMB	US$
	(in thousands)					
On-balance sheet transactions:						
Credit drawdowns that were funded by institutional funding partners	512,253	3,162,153	10,698,269	1,578,079	18,366,797	2,709,247
Credit drawdowns transferred to institutional funding partners	512,253	3,162,153	8,987,195	1,325,682	12,791,959	1,886,914
Credit drawdowns funded through trusts(1)	—	—	1,711,074	252,397	5,574,838	822,332
Credit drawdowns that were funded by our own capital	65,988	1,091,693	19,523,408	2,879,856	17,024,902	2,511,307
Total on-balance sheet transactions	**578,241**	**4,253,846**	**30,221,677**	**4,457,935**	**35,391,699**	**5,220,554**
Off-balance sheet transactions	**—**	**—**	**2,008,961**	**296,337**	**2,814,785**	**415,203**
Total	**578,241**	**4,253,846**	**32,230,638**	**4,754,272**	**38,206,484**	**5,635,757**

(1) Excludes credit drawdowns funded by our own capital through trusts.

The table below sets forth a breakdown by funding sources, as a percentage of the amount of transactions, in the periods presented:

	Year Ended December 31,			Six Months Ended June 30, 2017
	2014	2015	2016	
			%	
On-balance sheet transactions				
Credit drawdowns that were funded by institutional funding partners	88.6	74.3	33.2	48.1
Credit drawdowns transferred to institutional funding partners	88.6	74.3	27.9	33.5
Credit drawdowns funded through trusts(1)	—	—	5.3	14.6
Credit drawdowns that were funded by our own capital	11.4	25.7	60.6	44.6
Total on-balance sheet transactions	**100.0**	**100.0**	**93.8**	**92.6**
Off-balance sheet transactions	**0.0**	**0.0**	**6.2**	**7.4**
Total	**100.0**	**100.0**	**100.0**	**100.0**

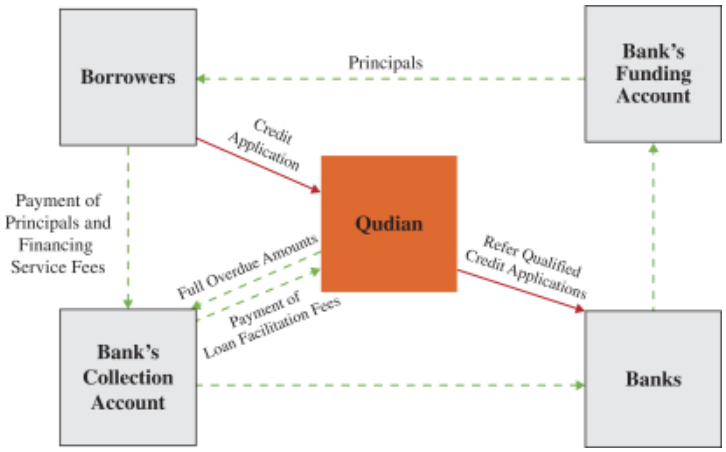
(1) Excludes credit drawdowns funded by our own capital through trusts.

We select funding sources to fund credit facilitated by us based on various factors, including the fees charged by such funding sources, amount of the credit drawdowns to be funded, the credit drawdown

requirement of the funding sources at that time and the timing of the availability of fund from the funding sources. The financing service fee of a credit product is determined by its size and duration, instead of the funding arrangement related to the transaction. For more information, see "— Pricing."

Funding Provided Directly by Institutional Funding Partners

We have entered into cooperative agreements with banks in China and started to fund credit drawdowns to borrowers under such arrangements in April 2017. The banks are able to utilize our data-driven credit assessment model to screen potential borrowers who are traditionally underserved by banks due to the lack of credit data. Under such agreements, we refer to such banks qualified credit applications from borrowers, including our assessment of their credit profiles and our suggested credit limits. They will then review the credit applications and approve credit for drawdown. It typically takes a few seconds to a minute and half for a prospective borrower to receive a decision. Once a credit limit is approved and funding is requested, the banks will fund the credit to the borrower directly. A borrower typically receives funds in his or her Alipay account within a few seconds after making a request for drawdown. The relevant bank is identified as the lender under the borrowing agreement. The borrower is required to repay the principal and financing service fees directly to the relevant bank. Such bank will in turn deduct the principal and fees due to it from the repayment and remit the remainder to us as our loan facilitation fees. When the borrower defaults, we are obligated to repay the full overdue amount to the relevant banks. Pursuant to the agreements, the banks have agreed in the aggregate to provide up to RMB2.0 billion to fund the credit facilitated by us. The below chart illustrates the arrangement with banks:



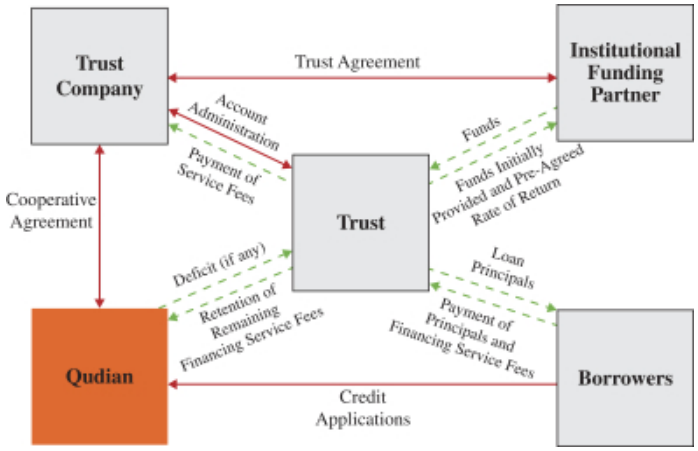
We have also in September 2016 entered into a cooperative agreement with a consumer finance company for a term of one year in which the consumer finance company will fund the credit we facilitated to the borrower directly. Such arrangement with the consumer finance company is similar to those entered into with banks. The borrower is required to repay the principal and financing service fees directly to the consumer finance company, which will in turn deduct the principal and fees due to it from the repayment and remit the remainder to us as our loan facilitation fees. In addition, pursuant to our agreement with the consumer finance company, we will make cash payments to the consumer finance company based on the delinquency rate on the portfolio of loans that we have facilitated in which the consumer finance company originates pursuant to a pre-agreed formula.

In the six months ended June 30, 2017, the amount of transactions facilitated under these arrangements with banks and the consumer finance company were RMB2,814.8 million (US$415.2 million). We recognize loan facilitation fees earned from banks and the consumer finance company as loan facilitation income and others, which were RMB51.7 million (US$7.6 million) in the six months ended June 30, 2017. For each credit drawdown directly funded by banks and the consumer finance company, we record the fair value of guarantee

liability, which represents the present value of our expected payout based on the estimated delinquency rate and the applicable discount rate for time value. As of June 30, 2017, guarantee liabilities under our arrangement with banks and the consumer finance company was RMB9.6 million (US$1.4 million). In the six months ended June 30, 2017, we paid the consumer finance company RMB5.5 million (US$0.8 million) for borrower defaults. As of June 30, 2017, the amount of accrued payment to the consumer finance company for borrower defaults was RMB5.9 million (US$0.9 million), which we expect to settle during the fourth quarter of 2017. We did not pay the banks for borrower defaults in the six months ended June 30, 2017, as such amounts did not become due during the period.

Funding Provided through Trusts

Institutional funding partners, including banks, asset management companies and other institutions, also currently provide credit indirectly to borrowers through trusts we established in collaboration with trust companies. Each trust has a specified term. We consolidate the trusts' financial results in our consolidated financial statements in accordance with U.S. GAAP. Institutional funding partners invests in our trusts in the form of trust units, which entitle the institutional funding partner to a fixed rate of return on the investment. Pursuant to the cooperative agreement with the trust company, we are designated as the service provider for the trusts. If a credit application is approved by us, the credit drawdown will be funded from the trusts to the borrower directly. The trust is identified as the lender under the borrowing agreement. The borrower is required to repay the principal and financing service fees directly to the trust. The trust remits to the institutional funding partners pursuant to the terms of the trust that reflect (i) the pre-agreed rate of return and (ii) funds initially provided by the institutional funding partners. In the event payments made by borrowers are less than the amount that would reflect the pre-agreed rate of return and funds initially provided by the institutional funding partners, we are obligated to make up for the deficit so that the institutional funding partners still receive such total amount. Any remaining amount in the trust is retained by us. The trust company is responsible for administering the trust and is paid a service fee. The below chart sets forth the typical arrangements with an institutional funding partner and the trust company.



We also fund certain trusts with our own capital. In the six months ended June 30, 2017, the amount of transactions facilitated through trusts was RMB13,763.1 million (US$2,030.2 million), of which RMB5,574.8 million (US$822.3 million) was funded by institutional funding partners and RMB8,188.3 million (US$1,207.8 million) was funded with our own capital. We recognized financing income of RMB183.2 million (US$27.0 million) for transactions facilitated through trusts in the six months ended June 30, 2017. The deficit, if any, caused by borrowers' defaults did not become payable in the six months ended June 30, 2017. The amount of service fee accrued was RMB5.6 million (US$0.8 million) in the six months ended June 30, 2017.

While the amount of transactions that a trust can provide is limited by the applicable trust agreement, we may establish additional trusts as necessary. In addition, each of the trusts has its own funding criteria, including sizes and durations of credit products, borrowers' ages, type of products (i.e., cash credit or merchandise credit) and minimum annualized fee rate. The funding criteria of a trust are in part based on the relevant funding criteria of the institutional funding partners that provided funds into such trust. Following such criteria, we have facilitated a significant amount of transactions through our trusts. Since the trust company administering such trusts has been licensed by financial regulatory authorities to lend, credit drawdowns funded under such arrangement are not private lending transactions within the meaning of the Private Lending Judicial Interpretation issued by the Supreme People's Court of the PRC in August 2015. As a result, under such arrangement, we will not be deemed as a lender or a provider of financial services by the PRC regulatory authorities or becoming subject to supervision and restrictions on lending under the applicable laws and regulations. For more information, see "Risk Factors — Risk Relating to Our Business and Industry — We may be deemed as a lender or a provider of financial services by the PRC regulatory authorities."

The following table sets forth certain information with respect to our trusts as of June 30, 2017.

Trust	Funding source	Amount of investment in the trust(in RMB millions)	Time established	Term of trust	Term of investment by institutional funding partners	Timing for paying investment returns	Timing for paying deficits to the trust
Trust 1	Our own capital(1)	20.0	November 2016	One year	N/A	Upon maturity	N/A
Trust 2	Our own capital	600.0	December 2016	Two years	N/A	Upon maturity	N/A
Trust 3	Our own capital	500.0	December 2016	Two years	N/A	Upon maturity	N/A
Trust 4	Mixed(2)	375.0	March 2017	Two years	One year(3)	Every three months and upon maturity of the term of investment	Upon maturity
Trust 5	Institutional funding partner	200.0	March 2017	One year	Six months*	Every six months	Every six months
Trust 6	Institutional funding partner	500.0	March 2017	One year	One year	Upon maturity	Upon maturity
Trust 7	Mixed(2)	500.0	April 2017	Five years	One year*	Every six months and upon maturity of the term of investment	Every six months and upon maturity of the term of investment
Trust 8	Institutional funding partner	480.0	May 2017	One year	One year	Upon maturity	Upon maturity
Trust 9	Mixed(2)	300.0	May 2017	One year	One year	Every three months and upon maturity of the term of investment	Upon maturity of the term of investment
Trust 10	Mixed(4)	590.0	June 2017	One to five years	One year	Every three months and upon maturity of the term of investment	Every three months and upon maturity of the term of investment

* Upon maturity of the term of investment, the current institutional funding partner will be substituted by other institutional funding partner(s) and another term of investment will commence.

(1) Trust 1 was funded by an institutional funding partner, which transferred its entire interest in the trust to us in February 2017.

(2) Funding from the institutional funding partner and us represents 80% and 20% of the total investment in each of Trusts 4, 7 and 9, respectively.

(3) The trust units held by the institutional funding partner have a term of one year, and the trust units held by us have a term of two years.

(4) Funding from the institutional funding partner and us represents approximately 85% and 15% of the total investment in Trust 10, respectively.

Credit Drawdowns Transferred to Institutional Funding Partners

We have started cooperating with private financial assets trading platforms in December 2016. We transfer our rights to receive payments under certain credit drawdowns to the private financial assets trading platforms, which offer investment products backed by such payment rights to investors. The payment arrangement is similar to those entered into historically with P2P platforms and certain other institutions, whereby we collect payments from borrowers and remit to the private financial assets trading platforms all loan principals and fees payable.

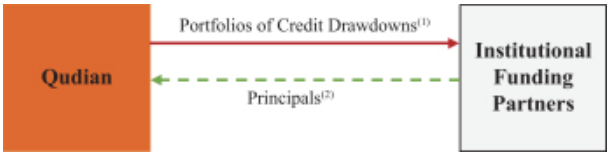
Our historical arrangements with institutional funding partners involve us first disbursing credit to borrowers with our own funds before we aim to transfer such credit drawdowns to institutional funding partners. We have ceased transferring credit drawdowns to P2P platforms and certain other institutional funding partners in April 2017. We made such decision due to the relatively high cost of funds provided by P2P platforms. As of June 30, 2017, the annual rates for borrowings from P2P platforms were up to 12.0%. We also took into account the regulatory uncertainties faced by P2P platforms. The change in funding arrangements did not have any impact on existing credit drawdown outstanding, as we continued to pay P2P platforms fees on credit drawdowns previously transferred to them in accordance with the relevant agreements. We do not expect the change in funding arrangements will have any negative impact on total revenues or liquidity requirements, as we have started to cooperate with other institutional funding partners. The other institutional funding partners provide cheaper funding sources compared to P2P platforms, helping us to maintain low funding costs.

The steps involved in the funding arrangements are set forth below.

Step 1: credit drawdown

We first disburse credit to borrowers with our own funds when borrowers draw down on their credit. Borrowers are required to make fixed weekly or monthly payments to us. The combined total represents the principal and financing service fees charged to borrowers.

Step 2: transfer



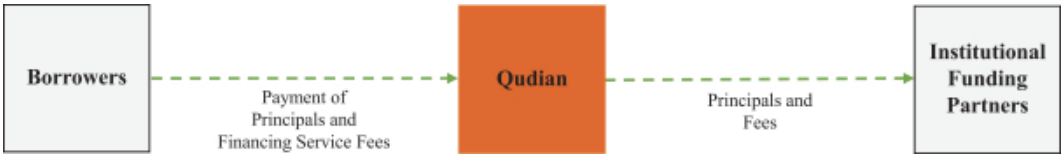
(1) Credit drawdowns are grouped into portfolios based on the criteria specified by our institutional funding partners. Our institutional funding partners reject credit drawdowns that are not approved by their risk management systems or matched with their funding sources.
(2) The institutional funding partners pay us the principal amounts of credit drawdowns that are approved by them.

After credit drawdown, we aim to transfer certain credit drawdowns to institutional funding partners. Members of our funding team periodically communicate with our institutional funding partners to understand their investing needs. Typically, an institutional funding partner specifies a quota for the amount of transactions that it is willing to fund for a specified period, which was non-binding. To meet such quota, our automated selection system groups credit drawdowns into portfolios based on the criteria specified by our institutional funding partners, such as sizes and durations of credit drawdowns and borrowers' ages. Following such criteria, we have transferred a significant amount of transactions to institutional funding partners. We seek to refer each portfolio to the institutional funding partner that offers the lowest funding cost. Certain credit drawdowns in a portfolio may be rejected by an institutional funding partner for the following reasons.

- Many of our institutional funding partners operate their own risk management systems and assess the credit information of prospective borrowers. As such, the credit drawdowns referred by us may be rejected by our institutional funding partners' risk management systems.
- Several of our institutional funding partners under such arrangements were P2P platforms historically. With borrowers' consents, credit drawdowns referred to P2P platforms were posted on such platforms for matching with retail investors of the respective P2P platforms. Certain credit drawdowns referred to P2P platforms were not matched with retail investors, and such credit drawdowns were rejected by P2P platforms. With their consents, borrowers were identified as such on the P2P platforms, and payment obligations remain with borrowers upon transfer.

For credit drawdowns that are approved, the institutional funding partners pay us the principal amounts of such credit drawdowns.

Step 3: repayments to institutional funding partners



After transfers, borrowers continue to make all payments of principal and financing service fees to us. We then remit to the institutional funding partners all loan principals and fees payable. If borrowers default on their payment obligations, we are generally still obligated to repay our institutional funding partners all loan principals and fees payable in respect of credit drawdowns funded by them. Under our historical arrangements with P2P platforms, we made payments to P2P platforms, instead of retail investors of such platforms. In addition, we guaranteed the repayment of the credit drawdowns to P2P platforms, instead of retail investors of such platforms.

To meet the investment requirements of a certain institutional funding partner under our historical arrangement, credit drawdowns transferred to such institutional funding partner were made under arrangements with Zhong'an, an online insurance company. Under these arrangements, which have been ceased since February 2016, when credit drawdowns were transferred to the institutional funding partner, the institutional funding partner concurrently purchased insurance from Zhong'an. In 2015 and 2016, the amount of transactions that were covered under the insurance program with Zhong'an was RMB363.1 million and RMB183.0 million (US$27.0 million), respectively. We also paid a set amount to Zhong'an as deposit, which Zhong'an may use to make payouts under the insurance arrangement. As of December 31, 2015, 2016 and June 30, 2017, the outstanding balance of deposit we paid to Zhong'an was RMB56.1 million, RMB52.3 million (US$7.7 million) and RMB20.5 million (US$3.0 million), respectively. Such deposits are to be returned to us when credit drawdowns transferred to the relevant institutional funding partner are fully repaid. The amount of deposits returned to us was RMB44.5 million (US6.5 million) and RMB32.5 million (US$4.8 million) in 2016 and the six months ended June 30, 2017, respectively. Zhong'an did not return any deposits in 2015. As part of such arrangement, Zhong'an will, under certain limited circumstances, cover the outstanding principals and fees owed if the

borrowers default up to an amount equivalent to our deposits. Beyond such threshold, we are generally obligated to repay the remainder of the outstanding principals and fees owed. Since the establishment of these arrangements, Zhong'an has not made any payment as the amount of relevant borrower default has not reached the amount of our deposits.

In the six months ended June 30, 2017, the amount of credit drawdowns transferred to institutional funding partners was 33.5% of total amount of transactions. This was due to the significant growth in our business and the amount of transactions during the period. Furthermore, given the short-term nature of credit products that we facilitate, a number of these credit drawdowns may have matured before we were able to transfer them to our institutional funding partners.

We segregated our assets from those assets of the institutional funding partners through separate bank accounts designated for institutional funding partners to whom we transfer credit drawdowns. Upon the transfer of a portfolio of credit drawdowns, the relevant institutional funding partner deposited into such bank account an amount equivalent to the aggregate principal amount of the credit drawdowns transferred. We subsequently transferred such amount to our Alipay accounts. When borrowers make repayments, such repayments are deposited into our Alipay accounts. We then transfer amounts payable to the institutional funding partners to the separate bank accounts from which we remit such amounts to the institutional funding partners.

Our Online Small Credit Companies

In May 2016, we established an online small credit company, Fuzhou Microcredit, which has obtained approval of the relevant competent local authorities to provide up to RMB3.0 billion in credit drawdowns, and in December 2016, we established an online small credit company, Ganzhou Microcredit, which has obtained approval of the relevant competent local authorities to provide up to RMB2.7 billion in credit drawdowns. In the six months ended June 30, 2017, RMB8,832.7 million (US$1,302.9 million) of credit drawdowns initially funded by us were funded through our online small credit companies, representing approximately 23.1% of the total amount of transactions facilitated during such period.

Our Partnership with Ant Financial

In 2015, we approached Ant Financial for a potential partnership of business cooperation. We have established a rapidly expanding business as a provider of online credit products and demonstrated strong capabilities in data technology and risk management. Ant Financial, which operates Alipay, offers us valuable channels to engage Alipay's large number of users. Furthermore, Alipay requires its users to provide personal identification information and verifies such information, which differentiates Alipay from its competitors and contributes to our risk management efforts. Furthermore, Ant Financial and us agreed to strengthen the strategic partnership through an equity investment by Ant Financial. In September 2015, Ant Financial's wholly owned subsidiary API (Hong Kong) Investment Limited became a shareholder of Qufenqi Inc., a former holding company of Beijing Happy Time. We started to engage prospective borrowers through the Alipay consumer interface in November 2015. Since then, we have established in-depth cooperation with Ant Financial in multiple areas of our business. In connection with our restructuring in 2016, API (Hong Kong) Investment Limited became one of the principal shareholders of Qudian Inc. For more information regarding our restructuring in 2016, see "Our History and Corporate Structure."

Borrower Engagement. We engage the majority of our active borrowers through different channels on the Alipay consumer interface, which has significantly contributed to our rapid growth. We promote our products and launch campaigns through the public service window on the Alipay consumer interface, which is free of charge and generally available to third parties. We also actively promote the public service window to our existing borrowers by showing them instructions on how to access our products through this channel. As a result, we have been able to engage the majority of our active borrowers, particularly repeat borrowers, through such channel since 2016. New users who learn about us through word-of-mouth recommendations or our marketing efforts can search for our brands, Laifenqi or Qudian, by using the search function of this channel. In addition, when an Alipay user in China uses the search function in the public service window, a list of top searches based

on popularity is displayed on the interface, and both of our Laifenqi and Qudian brands are currently among the top ten searches. A link to our Laifenqi or Qudian interface is displayed in the search results, and the user can submit a credit application through such interface. In addition, we historically engaged Alipay users through Alipay's dedicated channel for online consumer credit products, for which we paid a fee. Such arrangement was terminated in February 2017. We then entered into an agreement, which we amended and restated in August 2017, to engage Alipay users through Alipay's dedicated channel for online third-party service providers, for which we pay a fee consistent with fees that Alipay would charge other similar third-party service providers on this channel as determined by Alipay from time to time. Compared to the dedicated channel for online consumer credit products, this channel provides our brand more prominence in the Alipay consumer interface. When an Alipay user opens the Alipay mobile app, the interface displays links to various services available. By clicking on the icon for "more", the interface displays links to additional services. Our Laifenqi logo is displayed in the section for third-party services, and the Alipay users can access our Laifenqi interface by clicking such logo. Such agreement, as amended and restated, has an initial term of one year that will expire in August 2018. Thereafter, the agreement will be automatically renewed for successive one-year periods unless otherwise terminated prior to the expiration of each term by either party. The agreement allows Alipay to adjust or terminate our access to the channel at any time based on Alipay's campus life business strategy and QuCampus meeting the relevant performance targets as set forth by Alipay. The agreement may also be terminated by either party for cause, such as breach of contract. Alipay is a leading online and mobile payment service provider in China, which we believe is a highly efficient channel in enabling us to engage prospective borrowers. At the same time, we believe our credit products enhance user awareness and engagement of Alipay, thereby creating a mutually beneficial relationship. We also entered into joint marketing agreements to promote our brands in Zhima Credit events as well as through other offline initiatives, such as collaborating with Zhima Credit to advocate the virtue of having good credit and the value of credit products on college campuses.

In March 2017, we entered into an online personal loan cooperation agreement with Chongqing Alibaba Small Loans Co., Ltd., or Chongqing Small Loans, a subsidiary of Ant Financial that operates the Jiebei consumer credit business. The Jiebei platform can be accessed through the Alipay consumer interface. Pursuant to such agreement, we have started to engage borrowers through the Jiebei platform. Prospective borrowers can submit credit applications through the Jiebei platform. Chongqing Small Loans will refer us credit applications from specific geographic areas and ranges in size. Chongqing Small Loans also provides us with relevant information of such prospective borrowers pursuant to the relevant authorizations from them. We assess prospective borrowers' credit profiles and inform Chongqing Small Loans of our decisions. Chongqing Small Loans will in turn notify the applicants who have been approved with credit. We will fund the credit to borrowers, who will repay principals and financing service fees to us. Pursuant to the agreement, we pay certain fees to Chongqing Small Loans based on a percentage of financing service fees we receive from borrowers. The term of the agreement is one year and can be terminated by either party with 30 days' notice.

Credit Service. Beijing Happy Time and several of its subsidiaries have each entered into credit service agreements with Zhima Credit. Pursuant to these credit service agreements, Zhima Credit provides us with credit analysis information of prospective borrowers, including Zhima Credit Scores, which serves as one of the many inputs for our credit assessment model. We pay Zhima Credit fees for such credit analysis. Zhima Credit has waived fees for certain credit services for one year starting from March 2017. We also provide Zhima Credit with our credit analysis of borrowers to reflect repayment and other credit attributes. Such credit analysis is provided by or to Zhima Credit only with the relevant authorization of prospective borrowers during the credit application process.

The credit service agreements typically provide for an initial term of one year, and can be automatically renewed unless either party provides notice to the other of its decision not to renew 30 days prior to the expiration of the relevant agreement. The credit service agreement between Ganzhou Microcredit and Zhima Credit can be renewed for no more than three times. The credit service agreement between Ganzhou Happy Fenqi and Zhima Credit and the credit service agreement between Ganzhou Network and Zhima Credit are not subject to any limitation in the number of times they can be renewed. Each credit service agreement may be

terminated for cause, such as due to uncured material breach by a party or a party's bankruptcy, liquidation or dissolution.

Credit Analysis Collaboration. We collaborate with Zhima Credit to share insights into the application of data technology that further enhance the effectiveness of our own credit analysis models. The collaboration facilitates our efforts in developing innovative algorithms that dynamically and accurately categorizes individuals and assesses potential credit risk. The algorithms are designed specifically for small credit targeting young consumers and are incorporated into our credit assessment model to further optimize our risk assessment capabilities. While we have engaged in such collaborations with Zhima Credit, we retain control over and authority to make changes to our proprietary credit assessment model and risk management system.

Payment Processing and Settlement. Borrowers receive proceeds from credit drawdowns as well as make repayments through their Alipay accounts. For on-balance sheet transactions, we disburse funds to, and collect repayments from, borrowers through our Alipay accounts. For off-balance sheet transactions, our institutional funding partners utilize their own Alipay accounts and transact with borrowers directly. We have entered into agreements with Ant Financial for payment processing and settlement services in connection with our Alipay accounts. Pursuant to such agreements, we are charged a fixed amount for each credit drawdown funded by our Alipay accounts as well as a percentage of each repayment made to our Alipay accounts. The payment processing and settlement agreements typically provide for an initial term of one year, which can be automatically renewed unless either party provides notice to the other of its decision not to renew 30 days prior to the expiration of the relevant agreement.

QuCampus. To further enhance user engagement efforts, in October 2016 we formed a joint venture with Ant Financial, QuCampus, a company organized under the laws of the PRC. As of the date of this prospectus, QuCampus is owned approximately 45.9% by us, 44.1% by Ant Financial and 10.0% by Ganzhou Happy Share, a limited partnership established in connection with the share incentive plan to be established by QuCampus. Mr. Min Luo, our founder, chairman and chief executive officer, is the general partner of Ganzhou Happy Share. We do not expect Mr. Min Luo to be a participant in the share incentive plan to be established by QuCampus. Pursuant to our framework agreement with Ant Financial, we have committed to invest an aggregate of RMB190 million in QuCampus. We have invested RMB70.0 million (US$10.3 million) as of June 30, 2017. The book value of our equity interests in QuCampus as of June 30, 2017 was RMB61.4 million (US$8.9 million), which equals to our investment of RMB70.0 million (US$10.3 million) for such equity interests after deducting our share of QuCampus' loss. Ant Financial has committed to invest an aggregate of RMB100 million in QuCampus, and it has invested RMB35.0 million (US$5.2 million) as of June 30, 2017. We and Ant Financial will each pay the remainder of the respective committed amount if the board of directors of QuCampus determines that such investment is warranted by QuCampus' operational and financial needs. Ganzhou Happy Share has committed to invest an aggregate of RMB10 million in QuCampus, and such amount is expected to be paid when participants in the equity incentive plan pay exercise prices in connection with the exercise of their equity awards.

We have entered into a shareholders' agreement with QuCampus, Ant Financial, Ganzhou Happy Share and Mr. Min Luo. Such shareholders' agreement provided that:

- *Board representation*. The board of directors of QuCampus consists of four directors. We and Ant Financial are entitled to nominate two directors each. We and Ant Financial have also agreed to vote in favor of the nominees of the other party.
- *Preemptive rights*. We and Ant Financial enjoy preemptive rights with respect to all or part of any increase in registered capital of QuCampus.
- *Right of first refusal*. We and Ant Financial enjoy the right of first refusal as to any proposed sale of equity interests by a shareholder.
- *Transfer restrictions*. We and Ganzhou Happy Share are prohibited from, directly or indirectly, transferring or pledging equity interests in QuCampus without Ant Financial's approval.
- *Non-compete*. QuCampus may not issue any equity interests to, or purchase any equity interests of, a competitor of us or Ant Financial.

We have provided operational support by, among others, transferring our offline campus borrower engagement team to the joint venture. Accessible through the Alipay consumer interface, QuCampus' services cover various aspects of the daily life of college students, including those related to academia, social connection, networking and other campus life related services. Through their mobile devices, users of QuCampus are able to carry out activities such as paying their tuition and living expenses, searching for part-time jobs, finding deals and coupons for restaurants and merchandises, selling second-hand goods and raising funds for student organizations. Alipay will provide the joint venture with points of user traffic under the campus life channel on the Alipay consumer interface. We believe our extensive historical on-the-ground operational experiences and understandings as to the behavior, social needs and consumption preferences of college students across China enable the joint venture to better design and introduce relevant services. QuCampus earned a small amount of advertising fees during the six months ended June 30, 2017. Going forward, we expect QuCampus will also earn service fees from businesses that engage users through the QuCampus platform. Given its focus on college students, QuCampus offers a valuable user engagement channel for businesses that provide career services, professional trainings or other services targeting students. QuCampus' cost consists primarily of salaries and benefits for its employees, and such cost is recognized on an accrual basis. We view the joint venture as a valuable opportunity to connect with young consumers outside of the context of credit facilitation, thereby gaining further insights as to the behavior, social needs and consumption preferences of such consumers. We believe such insights will enable us to improve terms of our credit products, identify attractive merchandise for our marketplace, refine our credit assessment model and risk management system and cultivate long-term customer relationships.

Our Merchandise Suppliers

We operate an online marketplace where consumers purchase merchandise offered by third-party merchandise suppliers with our merchandise credit products. We currently collaborated with more than 480 merchandise suppliers, including leading consumer brands and their authorized distributors to offer in demand merchandise from over 1,000 brands with relatively high price points, such as iPhones and other mobile phones, tablets and computers, on our marketplace. Our product offerings also include consumer electronics, home appliances, watches and accessories, sports and outdoor merchandise and luggage. We believe we enable leading consumer brands and their authorized distributors/retailers to reach a large customer base who previously may not have sufficient resources to purchase products from these brands and their authorized distributors/retailers, thereby increasing demand for their merchandise. As of June 30, 2017, there had been over 140,000 SKUs offered on our marketplace.

We have implemented a strict and systematic selection process for merchandise and suppliers. We have established a dedicated merchandising team responsible for identifying potential merchandise and suppliers. We select merchandise on the basis of brands that we expect will resonate with our users. Once a potential product is identified, we conduct due diligence reviews on potential merchandise suppliers' qualifications based on our selection criteria, including performing background checks and examining relevant government permits and brand authorization and qualification certificates for their merchandise. We also evaluate their abilities to meet borrowers' demands for timely supply of merchandise and to provide high-quality after-sales customer service, as well as their product offering prices and scale of business.

We generally enter into framework supply agreements with merchandise suppliers annually based on our standard form contract. Such contracts set forth the price that we will remit to merchandise suppliers when borrowers purchase merchandise. Our standard form contract requires merchandise suppliers to represent that their merchandise are authentic and from lawful sources and do not infringe upon lawful rights of third parties and to pay us liquidated damages for any breach. As we serve as a sales and marketing channel that connects borrowers, as customers, and consumer brands and their distributors, as merchandise suppliers, our merchandise suppliers are responsible for order fulfillment. After sales services are also provided by merchandise suppliers, although our user service personnel handle initial customer queries and connect such customers with the respective merchandise suppliers. We typically request our merchandise suppliers to guarantee a minimum amount of inventory to ensure the supply of merchandise to borrowers. We constantly communicate with our

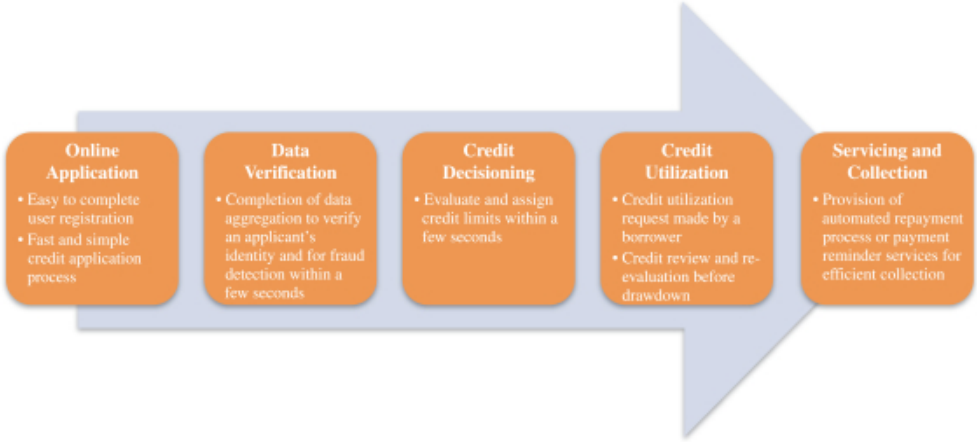
merchandise suppliers to keep them informed of any changes to demand and to understand inventory level for merchandise offered on our marketplace. We do not carry any inventory.

We typically earn sales commission fees from merchandise suppliers when a borrower purchases their merchandise, and such fees comprise (i) the difference between the retail prices of the merchandise sold to borrowers and the prices of the merchandise that we pay to the merchandise suppliers and (ii) rebates earned from merchandise suppliers. The sales commission fees we collect from our merchandise suppliers typically range up to 20% of the price of the relevant merchandise that we pay to the merchandise suppliers. Our merchandise suppliers currently grant us a credit period of three to 30 days after the date that a borrower purchases the relevant merchandise on our marketplace. We may also earn rebates from merchandise suppliers.

Credit Approval and Servicing Process

We believe that we provide a convenient and user-friendly credit application process, a credit assessment mechanism that accurately determines an applicant's creditworthiness and a superior overall user experience. Our proprietary credit assessment model and risk management system enables us to provide an automated online application process that aims to provide a simple, seamless and efficient experience to users. Prospective borrowers may complete the application and receive a decision on their application as quick as a few seconds. Once approved, we generally provide such prospective borrowers with both cash credit products and merchandise credit products. Approved borrowers are then able to draw down on their cash credit with funds available in their Alipay accounts within a few minutes or complete the purchase of merchandise on our marketplace utilizing their merchandise credit products.

We have created a simple and quick process for users to apply for credit as illustrated below.



Stage 1: Online Credit Application

Our online credit application process begins with the submission of a credit application by a prospective borrower. A typical prospective borrower is a user who has already registered on Alipay, which requires the input of his or her real name, PRC identity card information and most frequently used mobile phone number for authentication. Given the significant coverage of Alipay in China, we believe most of the targeted borrowers have completed this part of registration process before applying for credit from us.

A registered Alipay user can apply for credit through mobile apps. As part of the credit application process, the prospective borrower is asked to provide basic personal information that typically includes their name, PRC

identity card information, mobile phone number and their authorization for us to run a credit background check, including access to their record on Zhima Credit.

Stage 2: Data Aggregation and Verification

Upon receiving a completed application by a prospective borrower, our proprietary risk management system and fraud prevention system are populated with information from the submitted credit application, including, with authorization of the relevant users, credit analysis for such prospective borrower provided by third parties. For borrowers who have established certain credit histories with us, our credit assessment model places a strong focus on data from internal sources, such as such borrowers' repayment and delinquency record, than external data. Data analyzed by our risk management system include:

Internal Sources

- behavioral data that we collect from applicants as they complete their applications, such as the time spent in completing the application form, number of times PRC identity card or birthday entry was corrected; and
- credit analysis and data accumulated through credit facilitated.

External Sources

- personal identity information maintained by an organization operated under the Ministry of Public Security of China;
- online data maintained by industry anti-fraud service providers for cross-checking with each other;
- online data from Internet or wireless service providers, including social network information; and
- online shopping and payment behaviors on certain popular Chinese online retail and mobile commerce platforms.

This data is then used to verify applicants' identity and for fraud detection. We utilize restricted list searches provided by third-parties as well as our proprietary machine learning algorithms to screen for fraudulent applications. Applicants identified to present higher risk of fraud are declined by our fraud prevention system.

Stage 3: Credit Assessment

After completion of the data aggregation and verification process, the prospective borrower's application either proceeds to the next phase of the application process or the prospective borrower is notified of the decision that the application is declined.

Our proprietary credit assessment model has been powered by our massive database, including data from approximately 36.2 million applicants and approximately 10.1 million borrowers that have accounted for approximately 84.0 million cumulative credit drawdowns facilitated as of June 30, 2017. Approximately 72.6 million of such credit drawdowns have had been repaid as of June 30, 2017, allowing us to accumulate valuable data with respect to credit performance. As testimony to the flexibility and scalability of our technology infrastructure, in connection with and prior to the Singles Day promotional campaign on November 11, 2016, we were able to facilitate in one day over 365,000 transactions. Our proprietary data analytics and credit assessment model is optimized to fit the realities of the Chinese market and tailored for each channel through which we engage prospective borrowers, using big data and fast data from sources that target borrowers in China. Our credit assessment model uses our own scoring criteria, and is routinely monitored, tested, updated and validated by our risk management team. Following credit evaluation, our credit determination system makes a determination as to whether the applicant is qualified, and a qualified borrower receives short-term, unsecured amount of credit. The full amount of such credit represents such borrower's credit limit for merchandise credit products. A portion of the full amount represents the borrower's credit limit for cash credit products.

Nonetheless, while borrower may utilize funds received under cash credit products for any purpose, merchandise credit products can only be used to fund purchases on our marketplace. Unqualified applicants are notified of the decision of their applications being declined, although such applicants are not prohibited from applying again in the future.

We have developed two distinct credit assessment systems for new borrowers, namely, A score, and borrowers who have established certain credit histories with us, namely, B score. A score incorporates variables including internal data, such as the historical delinquency rates we experience in the province where a prospective borrower resides, and data from external parties, such as Zhima Credit Score, stability of online social network, average liquid asset index, online consumption level and credit repayment index. By taking into account a large number of variables, A score enables us to better distinguish the credit quality of prospective borrowers. Borrowers with the same Zhima Credit Score are often determined to present different levels of credit risk by our credit assessment model and therefore receive different A scores. Borrowers with stronger credit profiles are assigned higher A scores, which correspond to higher credit limits. With higher credit limits, these borrowers tend to draw down in larger size while presenting lower default risk.

We utilize B score to re-evaluate the creditworthiness of borrowers who have established certain credit histories with us. Once a borrower's B score is available, his or her A score will be replaced by B score for future risk assessment and re-evaluation purposes. B score places a strong focus on a borrower's behavior during his or her credit history with us, which reveals powerful insights into such borrower's creditworthiness. Variables taken into account by such score include behavioral data, such as number and amount of repayment in the past three months, amount payable in the next three months, average collection period, the time interval between credit approval and drawdown, comparison of historical and proposed drawdown sizes, the time of day when a borrower applies for drawdown and past repayment and delinquency record, and other types of data, such as the historical delinquency rates we experience in the province where a prospective borrower resides. Borrowers who demonstrated good repayment records are assigned higher B scores, which correspond with increases in their credit limits. For borrowers who have been delinquent on their repayments, we may reduce their credit limits or even decline their drawdown requests, depending on the length and severity of their delinquencies. Similar to A score, borrowers with higher credit limits under B score tend to utilize larger size credit products while presenting lower default risk.

Stage 4: Credit Utilization

Once the credit application is approved, borrowers can request drawdowns under their respective credit. Upon receipt of a drawdown request, our credit assessment model and risk management system normally review the application and re-evaluate the creditworthiness of such borrower to ensure that he or she is qualified for the requested drawdown. If the credit profile of a prospective borrower changes, the credit limits for such borrower may vary. If the borrower has made the requisite payments in a timely manner, and there are unused credit remaining, the borrower may continue to utilize his or her credit, subject to our approval at the time of each drawdown request. Once the drawdown request is approved, we or our institutional funding partners, as applicable, will then fund credit to borrowers. Funding typically occurs in as quickly as a few seconds after a request for drawdown is made and approved. In the event we do not approve a drawdown request, we aim to notify the relevant customer of such decision within ten minutes after the request is made.

Stage 5: Servicing and Collection

We utilize an automated process to help borrowers to make their scheduled payments. Upon origination, we establish a payment schedule with payment occurring on a set business day each month or week. Borrowers then make scheduled repayments online, or authorize deduction from their Alipay accounts the amount of scheduled repayments. In the six months ended June 30, 2017, most of the scheduled repayments were made automatically from the borrowers' Alipay accounts.

For borrowers who do not use the automated repayment process, we provide payment reminder services, such as sending reminders through text and instant messages on the day a repayment is due. Once a repayment is past due, we also send additional reminder text and instant messages during the first two calendar days of delinquency.

Our collection efforts extend to every delinquent borrower. Our collection process is divided into distinct stages based on the severity of delinquency, which dictates the level of collection steps taken. For example, automatic reminders through text and instant messages are sent to a delinquent borrower as soon as the collections process commences, and we take such measures to address delinquencies typically caused by borrowers' oversight. If the payment is still outstanding after these reminders, our collection system will initiate automated voice calls, which we believe are more difficult for borrowers to ignore compared to text and instant messages. In the event such efforts remain unsuccessful, our collection team will make phone calls and disclose such delinquency to Zhima Credit if a payment is more than 20 calendar days past due. We inform the relevant borrowers of our intention to make such reports and the adverse impact of delinquencies on their credit histories, which may convince such borrowers to pay the amounts past due. For larger amounts past due, we may also conduct in-person visits. We may stop collection efforts when credit drawdowns are 180 calendar days overdue and collection attempts have reached a certain number. In the event of (i) death of the borrower, (ii) identification of fraud, and the fraud is officially reported to and filed with relevant law enforcement departments or (iii) the amount remained outstanding 180 calendar days past due and therefore deemed uncollectible, we will charge off the relevant outstanding amount.

The following table sets forth the amount of delinquent principal and financing service fees for on-balance sheet transactions we successfully recovered through our collection efforts during the periods presented, as a percentage of the balance of outstanding principal and financing service fees past due for on-balance sheet transactions as of the end of the periods presented:

	Period from April 9, 2014 (inception) through December 31, 2014	Year Ended December 31, 2015	Year Ended December 31, 2016	Six Months Ended June 30, 2017
Percentage of delinquent principal and services fees for on-balance sheet transactions recovered	5.7%	20.1%	35.1%	52.1%

In addition to our own collection efforts, we have engaged other parties to conduct debt collection for us from June 2016 to October 2016, as we explored various methods of collection. Such parties have collected a total of approximately RMB150 thousand for us during the period. As we viewed cooperation with such parties to be ineffective, we have since terminated such cooperation.

As part of the major upgrade of our risk management system in January 2017, we have developed a machine learning algorithm to better allocate collection resources based on more detailed grouping of larger delinquency risk, which we rolled out in the second quarter of 2017. The algorithm places delinquent borrowers into different groups based on internal blacklist check, credit history, A score and B score. Higher risk groups are allocated with more collection resources as the likelihood of their outstanding balance becoming longer-term delinquent or even uncollectable is generally higher. We expect to both improve our collection efficiency and reduce delinquency under this algorithm.

Our Information Technology and Security

Overview

Our network is configured with multiple layers of security modules to isolate our databases from unauthorized access. We use sophisticated security protocols for communication among applications and we encrypt private information, such as an applicant's identification number.

Our systems infrastructure is currently deployed and our data is currently maintained on customized cloud computing services. We believe by utilizing cloud computing we are able to quickly scale capacity and ensure there is sufficient bandwidth to meet the significant growth of our business and the increase in the number of our users, while reducing capital expenditure obligations. We have multiple layers of redundancy to ensure reliability of our systems and services. We also have a working data redundancy model with comprehensive backups of our databases and software.

Our technology and product development department, which comprised 193 employees as of June 30, 2017, including core team members with extensive experiences with leading Internet, online retail and mobile commerce and fintech companies in China, focuses on the following that support our long-term business growth:

- maintaining and strengthening our proprietary data and analytics systems, including our decisioning engine, proprietary risk management system and fraud prevention system; and
- ensuring our technology system, including front-end and back-end management systems, call center and collection systems, financial systems, security protocols and business continuity plans are well established, reviewed, tested and continuously strengthened.

Technology System

Our proprietary technology system, which supports all key aspects of our online platform, is designed to optimize for scalability and flexibility. The system is designed to handle the large volume of data required to evaluate a large number of prospective borrower applications quickly and accurately and to manage a large number of borrowers yet flexible enough to capitalize on changing user preferences, market trends and technological advances. As testimony to the flexibility and scalability of our technology system, we successfully handled the surge in user demands during the Singles Day promotional campaign on November 11, 2016 and facilitated over 365,000 transactions on that day. Our software development life cycle is rapid and iterative to increase the efficiency and capacity of our system. We are able to implement software updates while maintaining our system stability. We continually employ technological innovations to improve our technology system, which performs a variety of integrated and core functions, including:

- *Front-end systems.* Include external interfaces and mobile apps that users use when applying for credit and managing their accounts.
- *Back-end management systems.* Systems that maintain user-level data and are used by our call center employees to provide real-time information for all inquiries. Our back-end systems include, among other things, our user credit and repayment management system, merchandise procurement system, merchandise management system and user information management system.
- *Call center system and collection systems.* Primarily include contract management system, operational and marketing management system, automated phone system and call center performance management system.
- *Financial systems.* Systems that manage the external interface for funds transfers, including integration of our system with those of the institutional funding partners to ensure a seamless experience for the borrowers and the institutional funding partners, as well as for the management of daily financial and accounting, reconciliation and reporting functions. Such systems include, among others:
    - *Transaction clearing system.* The system is highly automated and capable of rapidly facilitating a massive number of transactions under a diverse array of funding arrangements. The system has

been seamlessly integrated with the systems of various institutional funding partners, including banks and private financial assets trading platforms. It automatically selects the proper funding source for each credit drawdown based on the large number of funding criteria specified by our institutional funding partners. The system adapts to new funding arrangements quickly. For example, it typically takes two days to complete the configuration for a new trust and two weeks to do so for a new off-balance sheet funding arrangement with a bank.

- *Repayment settlement system.* Upon receiving borrowers' repayments, the system separates such cash inflows into principals, financing service fees, fees payable to institutional funding partners and penalty fees on a real-time basis and settles with the relevant parties accordingly.
- *Liquidity forecast system.* The system provides real-time forecasts on our funding needs by monitoring the fund inflows and outflows, and such forecasts are valuable information for us to manage liquidity.

- *Security.* We collect and store personally identifiable user information, including names, addresses, identification information and financial accounts information for the sole purpose of individual credit assessment. We retrieve this information with user's consent and have safeguards designed to protect such information, including the application of Advanced Encryption Standard, or AES. We store our data in encrypted form, which offers an additional layer of protection. We also verify data interchange with our institutional funding partners using digital signatures, which enhances the security of such interchange. We also have created controls to limit employee access to such information and to monitor access.

Marketing and Borrower Engagement

Our marketing efforts are designed to attract and retain borrowers and build brand awareness and reputation. Our marketing efforts are primarily online, and we use an array of online marketing channels to attract borrowers, including:

- *Contractual Arrangement with Ant Financial.* We engage the majority of our active borrowers through different channels on the Alipay consumer interface, which has significantly contributed to our rapid growth. We promote our products and launch campaigns through the public service window on the Alipay consumer interface, which is free of charge and generally available to third parties. For further information about such arrangement, see "—Our Partnership with Ant Financial."
- *Arrangement with Other Leading Internet and Mobile Channels.* We also utilize other leading Internet and mobile platforms in China, including leading Android app stores in China and Apple App Store, to obtain qualified leads for prospective new borrowers. We do not currently pay any fees to acquire leads through Android app stores and Apple App Store. We employ and continually optimize the relevant key words associated with our apps to enhance users' ability to find our apps in such stores.
- *Our own sales and marketing efforts.* We have a team of 110 specialized sales and marketing employees as of June 30, 2017. Such sales and marketing personnels focus on educating users in which we have provided credit to but have not utilized such credit as to the benefits of establishing a credit history and profile, manners in which our credit can be utilized and also the merchandise available for purchase on our marketplace.

Furthermore, we believe reputation and word-of-mouth referral will also drive continued organic growth in borrowers. We believe once borrowers are satisfied with their experiences, they will continue to utilize our credit for other needs or to make other purchases on our marketplace, or referring their friends and colleagues to our credit products.

We have established two brands through which our credit products are marketed, Laifenqi and Qudian. We leverage and position these brands to better target and engage prospective borrowers. We have historically

marketed our Laifenqi brand to focus on offering cash credit products to prospective borrowers. On the other hand, we have historically marketed our Qudian brand as the destination for the purchase of merchandise through merchandise credit products. We believe our cash credit products will continue to help us engage targeted quality borrowers to whom we may offer merchandise credit and other products in the future.

Competition

The online consumer finance industry in China is intensely competitive and we compete with other consumer finance service providers in general. We compete with other financial products and companies that attract borrowers, institutional funding partners or both. For example, with respect to borrowers, we compete with other consumer finance service providers, including online consumer finance services, such as JD Finance, WeBank and Huabei and Jiebei of Ant Financial, as well as traditional financial institutions, such as banks and consumer finance companies. In particular, we and Jiebei both engage borrowers through the Alipay consumer interface and may compete for borrower engagement. Principal methods of competition include enhancing data analytics capabilities, engaging borrowers cost effectively and strengthening funding sources. With respect to institutional funding partners, we primarily compete with other investment products and asset classes, such as equities, bonds, investment trust products, bank savings accounts and real estate. We believe that we are able to offer attractive returns with low investment thresholds not available from other asset classes.

As evidenced by our market leadership, we believe that our proprietary risk management system and our ability to offer personalized and affordable credit products make us more attractive and efficient to both borrowers and institutional funding partners, providing us with a competitive advantage. In light of the low barriers to entry in the online consumer finance industry, more players may enter this market and increase the level of competition. We anticipate that more established Internet, technology and financial services companies that possess large, existing user bases, substantial financial resources and established distribution channels may also enter the market in the future. We believe that our brands, scale, network effects, historical data and performance record provide us with competitive advantages over existing and potential competitors.

As the online consumer finance industry in China is new and evolving, publicly available information regarding the industry, our competitors and their respective market share may be unreliable, and such information is based, at least partly, on estimates.

Employees

As of June 30, 2017, we had a total of 1,014 employees. The following table sets forth the breakdown of our employees as of June 30, 2017 by function:

Function	Number of Employees	% of Total
Risk management	291	28.7
Sales and marketing	110	10.8
Technology and product development	193	19.0
User services	141	13.9
Finance	81	8.0
Operation management	111	10.9
General administrative and others	87	8.6
Total	**1,014**	**100**

As of June 30, 2017, 425, 222 and 367 of our employees were based in Beijing, Tianjin and Fuzhou in Jiangxi Province, respectively. The remainders of our employees were based in various other locations across China and they were primarily responsible for collections.

Furthermore, we had a total of 1,940 and 1,752 employees as of December 31, 2014 and 2015, respectively. The number of our employees further decreased to 798 as of December 31, 2016, primarily due to the shift in our focus on acquiring and providing credit to prospective borrowers online rather than through offline channels. As such, we reduced the number of employees that were responsible for acquiring and serving prospective borrowers offline. The number of our employees increased to 1,014 as of June 30, 2017 in response to the expansion of our business.

We believe we offer our employees competitive compensation packages and a dynamic work environment that encourages initiative and is based on merit. As a result, we have generally been able to attract and retain qualified personnel and maintain a stable core management team. We plan to hire additional experienced and talented employees in the areas such as big data analytics, risk management and operation management as we expand our business.

As required by PRC regulations, we participate in various statutory employee benefit plans, including social insurance funds, namely a pension contribution plan, a medical insurance plan, an unemployment insurance plan, a work-related injury insurance plan and a maternity insurance plan, and a housing provident fund. We are required under PRC law to make contributions to employee benefit plans at specified percentages of the salaries, bonuses and certain allowances of our employees, up to a maximum amount specified by the local government from time to time. In addition, we purchased employer's liability insurance and additional commercial health insurance to increase insurance coverage of our employees. We enter into standard labor, confidentiality and non-compete agreements with our employees. The non-compete restricted period typically expires two years after the termination of employment, and we agree to compensate the employee with a certain percentage of his or her pre-departure salary during the restricted period.

We believe that we maintain a good working relationship with our employees, and we have not experienced any major labor disputes.

Facilities

Our corporate headquarters are located in Beijing, China, where we lease approximately 4,133 square meters of office space pursuant to a lease expiring in June 2019. We also maintain leased properties of approximately 3,300 square meters and 6,000 square meters, respectively, in Tianjin and Fuzhou in Jiangxi Province for our call center operations, pursuant to leases expiring in September 2018 and February 2019, respectively. We believe that we will be able to obtain adequate facilities, principally by lease, to accommodate our future expansion plans.

Seasonality

We experience seasonality in our business, reflecting a combination of seasonality patterns of the retail market and our promotional activities. In recent years, many online and offline retailers in China hold promotions on November 11 and December 12 of each year, which drives significant increase in retail sales. Higher retail sales during the shopping seasons may generate greater demand for our credit products. As a result, we typically record higher total revenues during the fourth quarter of each year compared to other quarters. On the other hand, our total revenues for the first quarter tend to be lower due to the Chinese New Year holiday that generally reduces borrowing activities. In addition, we hold promotional campaigns on March 21 (our anniversary), November 11 and December 12 by charging lower financing service fees, which may also increase the number of borrowers who utilize our credit products and thus increase our total revenues for the relevant periods. On the other hand, lower financing service fees may decrease our margin for the relevant periods.

Intellectual Property

We regard our trademarks, domain names, copyrights, know-how, proprietary technologies and similar intellectual property as critical to our success, and we rely on trademark and trade secret law and confidentiality,

invention assignment and non-compete agreements with our employees and others to protect our proprietary rights. We have registered 26 trademarks in the PRC for “ 趣店 ”, “Qufenqi” and other trademarks. We also have 51 trademarks under application in the PRC. We are the registered holder of 24 domain names in the PRC that include qudian.com and laifenqi.com. We were also granted 24 copyrights that corresponding to our proprietary techniques in connection with our systems.

Insurance

We provide social security insurance including pension insurance, unemployment insurance, work-related injury insurance and medical insurance for our employees. We also purchased employer’s liability insurance and additional commercial health insurance to increase insurance coverage of our employees. We do not maintain property insurance policies covering our equipment and other property that are essential to our business operation to safeguard against risks and unexpected events. We do not maintain business interruption insurance or general third-party liability insurance, nor do we maintain product liability insurance or key-man insurance. We consider our insurance coverage to be sufficient for our business operations in China.

Legal Proceedings

We are currently not a party to any material legal or administrative proceedings. We may from time to time be subject to various legal or administrative claims and proceedings arising in the ordinary course of business. Litigation or any other legal or administrative proceeding, regardless of the outcome, is likely to result in substantial cost and diversion of our resources, including our management’s time and attention.

REGULATIONS

This section sets forth a summary of the most significant rules and regulations that affect our business activities in China or the rights of our shareholders to receive dividends and other distributions from us.

Regulation Related to Foreign Investment Restrictions

Investment activities in the PRC by foreign investors are principally governed by the Guidance Catalog of Industries for Foreign Investment, or the Catalog, which was promulgated and is amended from time to time by the Ministry of Commerce and the National Development and Reform Commission. The Catalog divides industries into three categories: encouraged, restricted and prohibited. Industries not listed in the Catalog are generally deemed as constituting a fourth "permitted" category and open to foreign investment unless specifically restricted by other PRC regulations. Industries such as VATS (other than online retail and mobile commerce) are restricted to foreign investment.

According to the Administrative Regulations on Foreign-Invested Telecommunications Enterprises issued by the State Council on December 11, 2001 and amended on September 10, 2008 and February 6, 2016 respectively, foreign-invested value-added telecommunications enterprises must be in the form of a Sino-foreign equity joint venture. The regulations restrict the ultimate capital contribution percentage held by foreign investor(s) in a foreign-invested value-added telecommunications enterprise to 50% or less and require the primary foreign investor in a foreign invested value-added telecommunications enterprise to have a good track record and operational experience in the VATS industry.

In July 2006, the predecessor, the MIIT issued the Circular of the Ministry of Information Industry on Strengthening the Administration of Foreign Investment in Value-added Telecommunications Business, or the MIIT Circular, according to which, a foreign investor in the telecommunications service industry of China must establish a foreign invested enterprise and apply for a telecommunications businesses operation license. The MIIT Circular further requires that: (i) PRC domestic telecommunications business enterprises must not, through any form, lease, transfer or sell a telecommunications businesses operation license to a foreign investor, or provide resources, offices and working places, facilities or other assistance to support the illegal telecommunications services operations of a foreign investor; (ii) value-added telecommunications enterprises or their shareholders must directly own the domain names and trademarks used by such enterprises in their daily operations; (iii) each value-added telecommunications enterprise must have the necessary facilities for its approved business operations and maintain such facilities in the regions covered by its license; and (iv) all VATS 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 MIIT Circular and cure such non-compliance, the MIIT or its local counterparts have the discretion to take measures against such license holder, including revoking its license for value-added telecommunications business, or the VATS License.

In light of the above restrictions and requirements, we conduct our value-added telecommunications businesses through our consolidated VIEs.

Regulations Related to VATS

Among all of the applicable laws and regulations, the Telecommunications Regulations of the People's Republic of China, or the Telecom Regulations, promulgated by the PRC State Council in September 25, 2000 and amended on July 29, 2014 and February 6, 2016 respectively, is the primary governing law, and sets out the general framework for the provision of telecommunications services by domestic PRC companies. Under the Telecom Regulations, telecommunications service providers are required to procure operating licenses prior to their commencement of operations. The Telecom Regulations distinguish "basic telecommunications services" from "VATS." VATS are defined as telecommunications and information services provided through public networks. The Telecom Catalogue was issued as an attachment to the Telecom Regulations to categorize

telecommunications services as either basic or value-added. In February 2003 and December 2015, the Telecom Catalogue was updated respectively, categorizing online data and transaction processing, information services, among others, as VATS.

The Administrative Measures on Telecommunications Business Operating Licenses, promulgated by the MIIT in 2009 and most recently amended in July 2017, which set forth more specific provisions regarding the types of licenses required to operate VATS, the qualifications and procedures for obtaining such licenses and the administration and supervision of such licenses. Under these regulations, a commercial operator of VATS must first obtain a VATS License, from the MIIT or its provincial level counterparts, otherwise such operator might be subject to sanctions including corrective orders and warnings from the competent administration authority, fines and confiscation of illegal gains and, in the case of significant infringements, the websites may be ordered to close.

In September 2000, the State Council issued the Administrative Measures on Internet Information Services, which was amended in January 2011. Internet information service is a kind of information service categorized as a VATS in the current Telecom Catalogue attached to the Telecommunications Regulation as most recently updated in December 2015. Pursuant to these measures, "Internet information services" refers to the provision of information through the Internet to online users, and are divided into "commercial Internet information services" and "non-commercial Internet information services." A commercial Internet information services operator must obtain a VATS license for Internet information services, or the ICP license, from the relevant government authorities before engaging in any commercial Internet information services operations in China, while the ICP license is not required if the operator will only provide Internet information on a non-commercial basis. According to the Administrative Measures on Telecommunications Business Operating Licenses, the ICP license has a term of five years and can be renewed within 90 days before expiration.

Beijing Happy Time, one of our consolidated VIEs, and Qufenqi (Beijing) Information Technology Co., Ltd, a subsidiary of Beijing Happy Time, have both obtained ICP licenses for provision of commercial Internet information services issued by Beijing Telecommunication Administration in September 2015 and March 2017, respectively. As the implementing rules of the Administrative Measures on Telecommunications Business Operating Licenses or the Telecom Catalogue have not been published, it remains uncertain as to how the "commercial Internet information services" and "non-commercial Internet information services" are interpreted and distinguished, and whether online consumer finance service providers like us will be deemed as commercial Internet information service operator, or operators of online data and transaction processing, therefore there is uncertainty as to whether any or all of our consolidated VIEs, or the subsidiaries of our consolidated VIEs need to obtain ICP licenses, or VATS license for online data and transaction processing services, or any other VATS licenses in order to be in full compliance with regulatory requirements with respect to VATS.

In addition to the Telecommunications Regulations of the People's Republic of China and other regulations above, provision of commercial Internet information services on mobile Internet applications are regulated by the Administrative Provisions on Information Services of Mobile Internet Applications, which was promulgated by the State Internet Information Office on June 28, 2016. The information service providers of mobile internet applications are subject to requirements under the Administrative Provisions on Information Services of Mobile Internet Applications, including acquiring relevant qualifications required by laws and regulations and being responsible for management of information security.

Regulations Related to Internet Information Security and Privacy Protection

PRC government authorities have enacted laws and regulations with respect to Internet information security and protection of personal information from any abuse or unauthorized disclosure. Internet information in China is regulated and restricted from a national security standpoint. The Standing Committee of the National People's Congress, China's national legislative body, enacted the Decisions on Maintaining Internet Security in December 2000, which may subject violators to criminal punishment in China for any effort to: (i) gain improper entry into

a computer or system of strategic importance; (ii) disseminate politically disruptive information; (iii) leak state secrets; (iv) spread false commercial information; or (v) infringe intellectual property rights. The Ministry of Public Security has promulgated measures that prohibit use of the Internet in ways which, among other things, result in a leakage of state secrets or a spread of socially destabilizing content. If an Internet information service provider violates these measures, the Ministry of Public Security and the local security bureaus may revoke its operating license and shut down its websites.

Under the Several Provisions on Regulating the Market Order of Internet Information Services, issued by the MIIT in December 2011, an Internet information service provider may not collect any user personal information or provide any such information to third parties without the consent of a user and it must expressly inform the users of the method, content and purpose of the collection and processing of such user personal information and may only collect such information necessary for the provision of its services. An Internet information service provider is also required to properly maintain the user personal information, and in case of any leak or likely leak of the user personal information, the Internet information service provider must take immediate remedial measures and, in severe circumstances, make an immediate report to the telecommunications regulatory authority. In addition, pursuant to the Decision on Strengthening the Protection of Online Information issued by the Standing Committee of the National People's Congress in December 2012 and the Order for the Protection of Telecommunication and Internet User Personal Information issued by the MIIT in July 2013, any collection and use of user personal information must be subject to the consent of the user, abide by the principles of legality, rationality and necessity and be within the specified purposes, methods and scopes. An Internet information service provider must also keep such information strictly confidential, and is further prohibited from divulging, tampering or destroying any such information, or selling or providing such information to other parties. An Internet information service provider is required to take technical and other measures to prevent the collected personal information from any unauthorized disclosure, damage or loss. Any violation of these laws and regulations may subject the Internet information service provider to warnings, fines, confiscation of illegal gains, revocation of licenses, cancellation of filings, closedown of websites or even criminal liabilities.

Pursuant to the Notice of the Supreme People's Court, the Supreme People's Procuratorate and the Ministry of Public Security on Legally Punishing Criminal Activities Infringing upon the Personal Information of Citizens, issued in 2013, and the Interpretation of the Supreme People's Court and the Supreme People's Procuratorate on Several Issues regarding Legal Application in Criminal Cases Infringing upon the Personal Information of Citizens, which was issued on May 8, 2017 and took effect on June 1, 2017, the following activities may constitute the crime of infringing upon a citizen's personal information: (i) providing a citizen's personal information to specified persons or releasing a citizen's personal information online or through other methods in violation of relevant national provisions; (ii) providing legitimately collected information relating to a citizen to others without such citizen's consent (unless the information is processed, not traceable to a specific person and not recoverable); (iii) collecting a citizen's personal information in violation of applicable rules and regulations when performing a duty or providing services; or (iv) collecting a citizen's personal information by purchasing, accepting or exchanging such information in violation of applicable rules and regulations.

The Internet Finance Guidelines jointly released by ten PRC regulatory agencies in July 2015 purport, among other things, to require Internet finance service providers to improve technology security standards, and safeguard customer and transaction information. The Internet Finance Guidelines also prohibit Internet finance service providers from illegally selling or disclosing customers' personal information. The PBOC and other relevant regulatory authorities will jointly adopt the implementing rules. Pursuant to the Ninth Amendment to the Criminal Law issued by the Standing Committee of the National People's Congress in August 2015, which became effective in November 2015, any Internet service provider that fails to fulfill the obligations related to Internet information security administration as required by applicable laws and refuses to rectify upon orders is subject to criminal penalty for the result of (i) any dissemination of illegal information in large scale; (ii) any severe effect due to the leakage of the client's information; (iii) any serious loss of criminal evidence; or (iv) other severe situation, and any individual or entity that (i) sells or provides personal information to others in

a way violating the applicable law, or (ii) steals or illegally obtain any personal information is subject to criminal penalty in severe situation.

In November 2016, the Standing Committee of the National People's Congress promulgated the Network Security Law of the People's Republic of China, or the Network Security Law, which took effect as of June 1, 2017. The Network Security Law is formulated to maintain the network security, safeguard the cyberspace sovereignty, national security and public interests, protect the lawful rights and interests of citizens, legal persons and other organizations, and requires that a network operator, which includes, among others, Internet information services providers, take technical measures and other necessary measures in accordance with the provisions of applicable laws and regulations as well as the compulsory requirements of the national and industrial standards to safeguard the safe and stable operation of the networks, effectively respond to the network security incidents, prevent illegal and criminal activities, and maintain the integrity, confidentiality and availability of network data. The Network Security Law emphasizes that any individuals and organizations that use networks is required to comply with the PRC Constitution and laws, abide by public order and cannot endanger network security or make use of networks to engage in unlawful activities such as endangering national security, economic order and social order, and infringing the reputation, privacy, intellectual property rights and other lawful rights and interests of other people. The Network Security Law has reaffirmed the basic principles and requirements as specified in other existing laws and regulations on personal information protections, such as the requirements on the collection, use, processing, storage and disclosure of personal information, and internet service providers being required to take technical and other necessary measures to ensure the security of the personal information they have collected and prevent the personal information from being divulged, damaged or lost. Any violation of the provisions and requirements under the Network Security Law may subject the Internet service provider to warnings, fines, confiscation of illegal gains, revocation of licenses, cancellation of filings, closedown of websites or even criminal liabilities.

In providing our online consumer finance service, we collect certain personal information from borrowers, and also need to share the information with our business partners such as institutional funding partners for the purpose of facilitating credit to borrowers. We have obtained consent from borrowers to collect and use their personal information, and have also established information security systems to protect the user information and to abide by other network security requirements under such laws and regulations. However, there is uncertainty as to how the network security requirements for maintaining network security and protecting customers' personal information will be interpreted and implemented. We cannot assure you that our existing policies and procedures will be deemed to be in full compliance with any laws and regulations that are applicable, or may become applicable to us in the future.

Regulations Related to Loans and Intermediation

The PRC Contract Law governs the formation, validity, performance, enforcement and assignment of contracts. The PRC Contract Law requires that the interest rates charged under a loan agreement must not violate the applicable provisions of the PRC laws and regulations. In accordance with the Private Lending Judicial Interpretations issued by the Supreme People's Court of the PRC on August 6, 2015, which came into effect on September 1, 2015, private lending is defined as financing between individuals, legal entities and other organizations. Loans funded by financial institutions which are licensed by financial regulatory authorities are not private lending transactions. When private loans between individuals are paid by wire transfer, the loan contracts between individuals came into effect upon the deposit of funds to the borrower's account. If either the lender or the borrower is not a natural person, the loan contracts become applicable effective upon execution of the loan contract, unless otherwise agreed by the parties or otherwise provided by laws and administrative regulations. In the event that the loans are made through an online consumer finance lending platform and the platform only provides intermediary services, the courts will dismiss the claims of the parties concerned against the platform demanding the repayment of loans by the platform as guarantors. However, if the online consumer finance service provider guarantees repayment of the loans as evidenced by its web page, advertisements or other media, or the court is provided with other proof, the lender's claim alleging that the online consumer service

provider assumes the obligations of a guarantor will be upheld by the courts. The Private Lending Judicial Interpretations also provide that agreements between the lender and borrower on loans with interest rates below 24% per annum are valid and enforceable. As to loans with interest rates per annum between 24% and 36%, if the interest on the loans has already been paid to the lender, and so long as such payment has not damaged the interest of the state, the community and any third parties, the courts will turn down the borrower's request to demand the return of the interest payment. If the annual interest rate of a private loan is higher than 36%, the excess will be void and will not be enforced by the courts.

Pursuant to the PRC Contract Law, a creditor may assign its rights under an agreement to a third party, provided that the debtor is notified. Upon due assignment of the creditor's rights, the assignee is entitled to the creditor's rights and the debtor must perform the relevant obligations under the agreement for the benefit of the assignee. In addition, according to the PRC Contract Law, an intermediation contract is a contract whereby an intermediary presents to its client an opportunity for entering into a contract or provides the client with other intermediary services in connection with the conclusion of a contract, and the client pays the intermediary service fees. Our business practice of connecting our institutional funding partners, certain of which are online lending information intermediaries, with individual borrowers may constitute intermediary service, and our service agreements with borrowers and investors may be deemed as intermediation contracts under the PRC Contract Law. Pursuant to the PRC Contract Law, an intermediary must provide true information relating to the proposed contract. If an intermediary conceals any material fact intentionally or provides false information in connection with the conclusion of the proposed contract, which results in harm to the client's interests, the intermediary may not claim for service fees and is liable for the damages caused.

Regulations Related to Small Credit Companies

Under the Guiding Opinions of the China Banking Regulatory Commission and the People's Bank of China on the Pilot Operation of Small Credit Companies which was promulgated by the CBRC and the PBOC on May 4, 2008, or the Guiding Opinions on Small Credit Companies, a small credit company is a company which is specialized in operating a small credit business, established with investments from natural persons, legal-person enterprises or other social organizations, and does not accept any public deposits. Currently there is no regulatory authority at the national level with respect to the administration and supervision of small credit companies in the PRC. Pursuant to the Guiding Opinions on Small Credit Companies, if a provincial government determines a competent department (office of finance or relevant organizations) to be responsible for the supervision and administration of small credit companies and the regulation of risks associated with small credit companies, such provincial government may carry out the pilot operation of small credit companies within such province. The applicant is required to file an application with the competent department of the provincial government to apply for setting up a small credit company. The major sources of funds of a small credit company are required be the capital paid by shareholders, donated capital and the capital borrowed from a maximum of two banking financial institutions. Furthermore, the balance of the capital borrowed from banking financial institutions within the scope as prescribed by applicable laws and regulations cannot exceed 50% of the net capital, and the interest rate and term of the borrowed capital is required to be determined by the company with the banking financial institutions upon consultation, and the interest rate on the borrowed capital is required to be determined by taking the Shanghai Inter-bank Offered Rate as the base rate. When granting credit, small credit companies are required to adhere to the principle of "small sum and decentralization." They are encouraged to provide credit services for farmers and mini-size enterprises and make greater efforts in increasing their number of clients and enlarging the coverage of services. The outstanding amount of credit granted by a small credit company to a same borrower cannot exceed 5% of the net capital of the company. Small credit companies are required to operate on the market-oriented principle. The interest ceiling is floating but cannot exceed the ceiling prescribed by the judicatory authority, and the interest floor is required to be 0.9 times the base interest rate published by the PBOC. The specific floating range is required to be determined independently according to the market principles. In addition, according to the Guiding Opinions on Small Credit Companies, small credit companies are required to establish and improve the corporate governance structure, the loan management system, the enterprise financial accounting system, a prudent and normative asset classification system and

provision system for accurate asset classification and adequate provision of bad debt reserves as well as the information disclosure system and are required to accept public scrutiny and cannot carry out illegal fund-raising in any form.

Government authorities in Jiangxi Province where our online small credit companies Fuzhou Microcredit and Ganzhou Microcredit are incorporated have issued a series of rules on the administration of small credit companies incorporated within Jiangxi Province. Pursuant to the Measures of Jiangxi Province for Supervision on Small Credit Companies (Pilot Scheme) which was promulgated by the Jiangxi Provincial Finance Office on April 1, 2012, the finance offices of the province and various municipalities are responsible for the supervision and administration of small credit companies incorporated in Jiangxi. The small credit companies are required to comply with various requirements including, among others, prohibition from acquiring the public deposits, restrictions that funds obtained from banking financial institutions cannot exceed a specified proportion and the number of cooperating banking financial institutions cannot exceed two, and 100% asset loss reserve adequacy rate.

In particular, as to supervision of online small credit, Jiangxi Provincial Finance Office, as competent supervising authority together with the finance offices in various municipalities and counties in Jiangxi for the supervision and administration of online small credit companies incorporated in Jiangxi, promulgated the Measures of Jiangxi Province for Supervision on Online Small Credit Companies (Pilot Scheme) on September 5, 2016, which allow online small credit companies incorporated in Jiangxi Province to operate online small credit businesses subject to certain requirements including but not limited to: (i) the business scope of an online small credit company is required to be the conduct of online small credit business via online platform and the conduct of offline small credit and equity investment business in the county where it is incorporated and surrounding counties within the corresponding municipality, (ii) the operating capital of such business should not be lower than 70% of the total operation capital, (iii) the total amount of funds raised from third parties by an online small credit companies cannot exceed two times of its net capital, (iv) an online small credit company is prohibited from raising funds from Internet platforms, and (v) the interest rate for loans funded by an online small credit company shall comply with the restrictions on interest rate as specified in applicable laws and regulations, which we understand shall include the restriction on interest rate as specified in the Private Lending Judicial Interpretations, that if the annual interest rate is higher than 36%, the excess will be void and will not be enforced by the courts. On January 3, 2017, Jiangxi Provincial Finance Office promulgated the Notice on Adjusting and Supplementing the Measures of Jiangxi Province for Supervision on Online Small Credit Companies (Pilot Scheme), or the Supplemental Notice, which provides further requirements on online small credit companies incorporated in Jiangxi Province to operate online small credit businesses, including: (i) since the promulgation date of the Supplemental Notice, the establishment and modification of the online small credit companies and the extension of business scope of a small credit company to include online small credit business shall be approved by the Jiangxi Provincial Finance Office, rather than the financial offices in municipalities, and the financial offices in municipalities and counties shall be responsible for the preliminary review for such approval, (ii) the minimum register capital for an online small credit company is RMB500 million, (iii) to conduct strict control over the establishment of, or holding equity of online small credit companies by internet financial companies, (iv) one person or entity may only establish or hold equity of only one online small credit company within Jiangxi Province. We understand that the Supplement Notice shall apply to the small credit companies that to be established after the promulgation of the Supplemental Notice, and should not be applicable to Fuzhou Microcredit and Ganzhou Microcredit, our online small credit companies, which were established before the promulgation of the Supplemental Notice.

Fuzhou Microcredit and Ganzhou Microcredit have obtained the approval to operate small credit businesses as issued by the competent supervising authority, which allows Fuzhou Microcredit and Ganzhou Microcredit to conduct nationwide small credit businesses through the Internet and other kinds of offline small credit business as indicated in the approval to operate small credit business. However, as the regulatory regime and practice with respect to online small credit companies are evolving, there is uncertainty as to how the requirements in the above rules will be interpreted and implemented and whether there will be new rules issued which would establish further requirements and restrictions on online small credit companies. We cannot assure you that our

existing practice will be deemed to be in full compliance with any laws and regulations that are applicable, or may become applicable to us in the future.

Regulations Related to Online Peer-to-Peer Lending

On July 18, 2015, ten PRC regulatory agencies, including the PBOC, the MIIT and the CBRC, jointly issued the Guidelines on Promoting the Healthy Development of Internet Finance, or the Internet Finance Guidelines. The Internet Finance Guidelines define "online peer-to-peer lending" as direct loans between parties through an Internet platform, which is under the supervision of CBRC, and governed by the PRC Contract Law, the General Principles of the Civil Law of the PRC, and related judicial interpretations promulgated by the Supreme People's Court. Online peer-to-peer lending institutions are required to specify their nature as information intermediaries, mainly provide information services for the direct lending between borrowers and lenders, and can neither provide credit enhancement services nor engage in illegal fund-raising.

On April 12, 2016, the General Office of the State Council issued the Implementing Scheme of Special Rectification of Risks in the Internet Finance Sector, which emphasizes that P2P platforms shall specify their nature as information intermediaries and can never engage in certain activities, including but not limited to, setting up capital pool, extending loans and illegal fund raising. In addition, without approval from competent regulator, P2P platforms shall not engage in financial business activities such as asset management, debt or equity transfer, and high-risk allocation in security markets. Furthermore, P2P platforms are required to segregate assets of lenders and borrowers in qualified banks as depositary institutions from their own assets.

On August 17, 2016, the CBRC, the MIIT, Ministry of Public Security and State Internet Information Office promulgated The Interim Measures for Administration of the Business Activities of Online Lending Information Intermediary Institutions, or the Interim Online Lending Information Intermediary Measures, to regulate the business activities of online lending information intermediary institutions. The "online lending" as specified in the Interim Online Lending Information Intermediary Measures refers to direct lending between peers, which can be natural persons, legal persons or other organizations, through Internet platforms, which we understand is equivalent to the "online peer-to-peer lending" as defined in the Internet Finance Guidelines. According to the Interim Online Lending Information Intermediary Measures, "online lending information intermediary institution" refer to financial information intermediaries that are engaged in the lending information business and directly provide peers, which can be natural persons, legal persons or other organizations, with lending information services, such as information collection and publication, credit rating, information interaction and loan facilitation between borrowers and lenders for them to form direct peer-to-peer lending relationships. The Interim Online Lending Information Intermediary Measures are only applicable to private lending transactions according to relevant interpretations by the China Banking Regulatory Commission. Loans funded by financial institutions which are licensed by financial regulatory authorities are not private lending transactions within the meaning of the Private Lending Judicial Interpretation issued by the Supreme People's Court of the PRC in August 2015.

The Interim Online Lending Information Intermediary Measures generally require that online lending information intermediary institutions shall not engage in credit enhancement services, direct or indirect cash concentration or illegal fundraising, and stipulate a supervisory system and list the administrative responsibilities of different supervisory authorities, among others, the banking regulatory authority of the State Council and its dispatching offices are responsible for formulating a regulatory and administrative system for the business activities of online lending information intermediary institutions and to regulate the behaviors thereof, and the provincial-level governments are responsible for institutional regulation of the online lending information intermediary institutions within their respective jurisdictions. Furthermore, an online lending information intermediary institution and its branches are required, within 10 working days after obtaining the business license, to complete record-filing and registration with the local financial regulatory department of the place of the industrial and commercial registration by presenting relevant materials. After completing the record-filing and registration with the local financial regulatory authority, they are required to apply for an appropriate

telecommunication business operation permit in accordance with relevant provisions of competent communication departments, and to include serving as an Internet lending information intermediary in its business scope. An intermediary institution that fails to apply for telecommunication business operation permit as required cannot carry out an online lending information intermediary business.

According to these Interim Online Lending Information Intermediary Measures, online lending information intermediary institutions cannot directly or indirectly engage in the following activities: (1) financing their own operations with the funds of lenders; (2) accepting or collecting directly or indirectly the funds of lenders; (3) providing lenders with a guarantee or promise to guarantee principal and interest thereon directly or in disguised form; (4) publicizing or promoting financing projects by themselves or by delegating or authorizing a third party at physical places other than by electronic means such as the Internet, landlines, mobiles etc.; (5) extending loans, except otherwise provided by applicable laws and regulations; (6) splitting the term of any financing project; (7) offering wealth management and other financial products by themselves to raise funds, and selling as agent bank wealth management, securities company asset management, fund, insurance or trust products and other financial products; (8) conducting asset securitization business or transferring of creditors' rights in the forms of assets packaging, asset securitization, trust asset, fund shares etc.; (9) engaging in any form of mixture, bundling or agency with other institutions in investment, agency in sale, brokerage and other business except as permitted by laws, regulations and relevant regulatory provisions on online lending; (10) falsifying or exaggerating the truthfulness and earnings outlook of financing projects, concealing the defects and risks of financing projects, making false advertising or promotion, etc. by using ambiguous words or other fraudulent means, fabricating or spreading false or incomplete information, impairing the business reputation of others or misleading lender or borrowers; (11) providing information intermediary services for the high-risk financing with the borrowed funds to be used for investment in stocks, over-the-counter fund distribution, futures contracts, structured funds and other derivative products; (12) engaging in a business such as crowd-funding in equity; and (13) other activities prohibited by laws and regulations. The Interim Online Lending Information Intermediary Measures also stipulate the following obligations as the business principles of online lending information intermediary institutions: (1) providing, in accordance with laws, regulations and contracts, lenders and borrowers with collection, arrangement, identification, screening and online publication of direct lending information as well as the relevant services such as credit assessment, matching between borrowing and lending, financing consulting and online dispute resolution; (2) conducting necessary examination of the qualification and eligibility of lenders and borrowers, authenticity of information as well as the authenticity and legitimacy of financing projects; (3) taking reasonable measures to prevent fraudulent behaviors and announcing and terminating relevant network-based lending activities in a timely manner upon discovery of any fraudulent behaviors or any other circumstances impairing the interests of lenders; (4) conducting continuously the activities for popularization of the knowledge and education of the risks of network-based lending, strengthening risk disclosure, guiding lenders to participate in network-based lending in small-amount and scattered manner and ensuring that lenders are fully aware of lending risks; (5) submitting relevant information in accordance with laws, regulations and relevant regulatory provisions on network-based lending, of which the information on creditors' rights and liabilities in connection with network-based lending shall be submitted to and registered with the relevant data statistical departments in a timely manner; (6) keeping proper custody of the data and transaction information of lenders and borrowers without deleting, tampering with, illegally selling or divulging the basic information and transaction information of lenders and borrowers; (7) performing according to law the anti-money laundering and anti-terrorist financing obligations, such as client identity identification, suspicious transaction reporting, keeping the identity data and transaction records of clients, etc.; (8) cooperating with relevant departments in properly handling the work relating to preventing, investigating and punishing the finance-related illegal activities and crimes; (9) ensuring the work relating to the Internet information content management as well as network and information security pursuant to the relevant requirements; and (10) other obligations prescribed by the banking regulatory authority of the State Council and the provincial people's governments of the places of industrial and commercial registration. Furthermore, in offline physical locations, online lending information intermediary institutions shall not operate businesses other than risk management and necessary business processes such as information collection and confirmation, post-loan tracking and pledge management in accordance with online-lending regulations. Online lending information intermediary institutions shall, based on their risk management capabilities, set upper limits on the loan balance of a single borrower borrowing both from one online lending intermediary and from all online lending information intermediary

institutions. In the case of natural persons, this limit shall not be more than RMB200, 000 for one online lending intermediary and not more than RMB1 million in total from all platforms, while the limit for a legal person or organization shall not be more than RMB1 million for one online lending intermediary and not more than RMB5 million in total from all platforms. For the protection of investors and borrowers, the Interim Online Lending Information Intermediary Measures require that online lending information intermediary institutions (i) separate their own capital from funds received from lenders and borrowers and (ii) select a qualified banking financial institution as their funding depository institution, which shall perform depository and administration responsibilities as required. In addition, the Interim Online Lending Information Intermediary Measures provide for other miscellaneous requirements for online lending information intermediary institutions, including but not limited to, risk assessment and disclosure, auditing and authentication, industry association, reporting obligations, information security and disclosure and legal liabilities. Online lending information intermediary institutions established prior to the effectiveness of the Interim Online Lending Information Intermediary Measures have a transition period of twelve months to rectify any activities that are non-compliant with the Interim Online Lending Information Intermediary Measures, except with respect to criminal activity, which must be terminated immediately.

In February 2017, the CBRC released the Guidance on Depositary Business of Online Lending Funds, or Depositary Guidance, to regulate funds depositories for online lending information intermediary institutions. The Depositary Guidance defines depositories as commercial banks that provide online lending fund depository services, and stipulates that the depositories shall not be engaged in offering any guarantee, including: (i) offering guarantees for lending transaction activities conducted by online lending information intermediary institutions, or undertaking any liability for breach of contract related to such activities; (ii) offering guarantees to lenders, guarantying principal and dividend payments or bearing the risks associated with fund lending operations for lenders. The Depositary Guidance also stipulates certain conditions that must be met before depositories are entitled to develop an online lending fund depository business, including: (i) having a good credit record and not having been included on the List of Enterprises with Abnormal Operations or the List of Enterprises with Serious Illegal and Dishonest Acts; (ii) satisfying various requirements relating to the technological systems of such entity's depository fund business and general operations, including but not limited to assuming fund administration responsibilities and not outsourcing or assigning such entity's responsibilities to third parties to set up accounts, process trading information or verify trading passwords; and (iii) setting up special deposit accounts to hold online lending capital and sub-accounts for online lenders and borrowers as well as guarantors, and in order to assure fund security, use separate accounts to hold private capital of online lending information intermediary institutions. In addition, the Depositary Guidance prohibits depositories from outsourcing or assigning their responsibilities to set up capital accounts, deal with transaction information, verify trading passwords and various other services to third parties, provided, however, that certain cooperation regarding payment services with third-party payment companies and depository banks is permitted in accordance with clarifications by the CBRC. Apart from the requirements set forth in the Interim Online Lending Information Intermediary Measures and the Registration Guidance, the Depositary Guidance imposes certain responsibilities on online lending information intermediary institutions, including requiring them to enter into fund depository agreements with only one commercial bank to provide fund depository services, organize independent auditing on funds depository accounts of borrowers and investors and various other services. The Depositary Guidance requires online lending information intermediary institutions to perform various obligations, and prohibits them advertising their services with the information of their depository except for in accordance with necessary exposure requirements. The Guidance also raises other business standards and miscellaneous requirements for depositories and online lending information intermediary institutions as well. Online lending information intermediary institutions and commercial banks conducting the online depository services prior to the effectiveness of the Guidance have a six-month grace period to rectify any activities not in compliance with the Guidance.

We do not engage in direct loan facilitation between peers, which can be natural persons, legal persons or other organizations. While we facilitate loans that are directly funded by certain institutional funding partners such as banks and a consumer finance company, such companies are financial institutions licensed by financial regulatory authorities to lend. Facilitation of loans pursuant to our arrangements with such licensed financial institutions is not subject to the regulation set forth in the Interim Online Lending Information Intermediary

Measures. As such, we do not consider our company as an "online lending information intermediary institution" regulated under the above regulations. However, we cannot assure you that the CBRC or other PRC regulatory authorities would not expand the applicability of the Interim Online Lending Information Intermediary Measures and regard us as an "online lending information intermediary institution." In the event that we are deemed as an online lending information intermediary institution by the PRC regulatory authorities in the future, we may have to make registration with the local financial regulatory authority and apply for telecommunication business operating licenses if required by the competent authorities, and our current business practice may be considered to be not in compliance with the Interim Online Lending Information Intermediary Measures, and accordingly, our business, results of operations and financial position will be materially and adversely affected.

Regulations Related to Illegal Fund-Raising

Raising funds by entities or individuals from the general public must be conducted in strict compliance with applicable PRC laws and regulations to avoid administrative and criminal liabilities. The Measures for the Banning of Illegal Financial Institutions and Illegal Financial Business Operations promulgated by the State Council in July 1998, and the Notice on Relevant Issues Concerning the Penalty on Illegal Fund-Raising issued by the General Office of the State Council in July 2007 explicitly prohibit illegal public fund-raising. The main features of illegal public fund-raising include: (i) illegally soliciting and raising funds from the general public by means of issuing stocks, bonds, lotteries or other securities without obtaining the approval of relevant authorities, (ii) promising a return of interest or profits or investment returns in cash, properties or other forms within a specified period of time, and (iii) using a legitimate form to disguise the unlawful purpose.

To further clarify the criminal charges and punishments relating to illegal public fund-raising, the Supreme People's Court promulgated the Judicial Interpretations to Issues Concerning Applications of Laws for Trial of Criminal Cases on Illegal Fund-Raising, or the Illegal Fund-Raising Judicial Interpretations, which came into force in January 2011. The Illegal Fund-Raising Judicial Interpretations provide that a public fund-raising will constitute a criminal offense related to "illegally soliciting deposits from the public" under the PRC Criminal Law, if it meets all the following four criteria: (i) the fund-raising has not been approved by the relevant authorities or is concealed under the guise of legitimate acts; (ii) the fund-raising employs general solicitation or advertising such as social media, promotion meetings, leafleting and short message service, or SMS, advertising; (iii) the fundraiser promises to repay, after a specified period of time, the capital and interests, or investment returns in cash, property in kind and other forms; and (iv) the fund-raising targets the general public as opposed to specific individuals. Pursuant to the Illegal Fund-Raising Judicial Interpretations, an offender that is an entity will be subject to criminal liabilities, if it illegally solicits deposits from the general public or illegally solicits deposits in disguised form (i) with the amount of deposits involved exceeding RMB1,000,000, (ii) with over 150 fund-raising targets involved, or (iii) with the direct economic loss caused to fund-raising targets exceeding RMB500,000, or (iv) the illegal fund-raising activities have caused baneful influences to the public or have led to other severe consequences. An individual offender is also subject to criminal liabilities but with lower thresholds. In addition, an individual or an entity who has aided in illegal fund-raising from the general public and charges fees, including but not limited to agent fees, rewards, rebates and commission, would constitute an accomplice of the crime of illegal fund-raising. In accordance with the Opinions of the Supreme People's Court, the Supreme People's Procurator and the Ministry of Public Security on Several Issues concerning the application of Law in the Illegal Fund-Raising Criminal Cases, administrative proceedings for determining the nature of illegal fund-raising activities is not a prerequisite procedure for the initiation of criminal proceeding concerning the crime of illegal fund-raising, and the administrative departments' failure in determining the nature of illegal fund-raising activities does not affect the investigation, prosecution and trial of cases concerning the crime of illegal fund-raising.

Anti-money Laundering Regulations

The PRC Anti-money Laundering Law, which became effective in January 2007, sets forth the principal anti-money laundering requirements applicable to financial institutions as well as non-financial institutions with anti-money laundering obligations, including the adoption of precautionary and supervisory measures, establishment of various systems for client identification, retention of clients' identification information and

transactions records, and reports on large transactions and suspicious transactions. According to the PRC Anti-money Laundering Law, financial institutions subject to the PRC Anti-money Laundering Law include banks, credit unions, trust investment companies, stock brokerage companies, futures brokerage companies, insurance companies and other financial institutions as listed and published by the State Council, while the list of the non-financial institutions with anti-money laundering obligations will be published by the State Council. The PBOC and other governmental authorities issued a series of administrative rules and regulations to specify the anti-money laundering obligations of financial institutions and certain non-financial institutions, such as payment institutions. However, the State Council has not promulgated the list of the non-financial institutions with anti-money laundering obligations.

The Internet Finance Guidelines jointly released by ten PRC regulatory agencies in July 2015, purport, among other things, to require Internet finance service providers to comply with certain anti-money laundering requirements, including the establishment of a customer identification program, the monitoring and reporting of suspicious transactions, the preservation of customer information and transaction records, and the provision of assistance to the public security department and judicial authority in investigations and proceedings in relation to anti-money laundering matters. The PBOC will formulate implementing rules to further specify the anti-money laundering obligations of Internet finance service providers.

We have implemented various policies and procedures, such as internal controls and “know-your-customer” procedures, for anti-money laundering purposes. However, as the implementing rules of the Internet Finance Guidelines have not been published, there is uncertainty as to how the anti-money laundering requirements in the Guidelines will be interpreted and implemented, and whether online consumer finance service providers like us must abide by the rules and procedures set forth in the PRC Anti-money Laundering Law that are applicable to non-financial institutions with anti-money laundering obligations. We cannot assure you that our existing anti-money laundering policies and procedures will be deemed to be in full compliance with any anti-money laundering laws and regulations.

Regulations Related to Intellectual Property Rights

The Standing Committee of the National People’s Congress, or the SCNPC, the State Council and the National Copyright Administration, or the NCAC, have promulgated various rules and regulations relating to the protection of software in China, including without limitation the PRC Copyright Law, adopted in 1997 and revised in 2001, 2010 respectively, with its implementation rules adopted in 1991 and revised in 2002, 2011 and 2013 respectively, and the Regulations for the Protection of Computer Software as promulgated on January 30, 2013. Under these rules and regulations, software owners, licensees and transferees may register their rights in software with the NCAC or its local branches and obtain software copyright registration certificates. Although such registration is not mandatory under PRC law, software owners, licensees and transferees are encouraged to go through the registration process to enjoy the better protections afforded to registered software rights.

The PRC Trademark Law, adopted in 1982 and revised in 1993, 2001 and 2013 respectively, with its implementation rules adopted in 2002 and revised in 2014, protects registered trademarks. The PRC Trademark Office of the State Administration for Industry and Commerce, or the SAIC, handles trademark registrations and grants a protection term of ten years to registered trademarks.

The MIIT amended its Administrative Measures on China Internet Domain Names in 2004. According to these measures, the MIIT is in charge of the overall administration of domain names in China. The registration of domain names in PRC is on a “first-apply-first-registration” basis. A domain name applicant will become the domain name holder upon the completion of the application procedure.

Regulations Related to Employment

On June 29, 2007, the SCNPC, adopted the Labor Contract Law, or LCL, which became effective as of January 1, 2008 and was revised in 2012. The LCL requires employers to enter into written contracts with their employees, restricts the use of temporary workers and aims to give employees long-term job security.

Pursuant to the LCL, employment contracts lawfully concluded prior to the implementation of the LCL and continuing as of the date of its implementation will continue to be performed. Where an employment relationship was established prior to the implementation of the LCL but no written employment contract was concluded, a contract must be concluded within one month after the LCL's implementation.

According to the Social Insurance Law promulgated by SCNPC and effective from July 1, 2011, the Regulation of Insurance for Work-Related Injury, the Provisional Measures on Insurance for Maternity of Employees, Regulation of Unemployment Insurance, the Decision of the State Council on Setting Up Basic Medical Insurance System for Staff Members and Workers in Cities and Towns, the Interim Regulation on the Collection and Payment of Social Insurance Premiums and the Interim Provisions on Registration of Social Insurance, an employer is required to contribute the social insurance for its employees in the PRC, including the basic pension insurance, basic medical insurance, unemployment insurance, maternity insurance and injury insurance. Under the Regulations on the Administration of Housing Funds, promulgated by the State Council on April 3, 1999 and as amended on March 24, 2002, an employer is required to make contributions to a housing fund for its employees.

Regulations Related to Foreign Exchange

Regulation on Foreign Currency Exchange

The principal regulations governing foreign currency exchange in China are the Foreign Exchange Administration Regulations, most recently amended in August 2008. Under the PRC foreign exchange regulations, payments of current account items, such as profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from SAFE by complying with certain procedural requirements. By contrast, 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 account items, such as direct investments, repayment of foreign currency-denominated loans, repatriation of investments and investments in securities outside of China.

In November 2012, SAFE promulgated the Circular of Further Improving and Adjusting Foreign Exchange Administration Policies on Foreign Direct Investment, which substantially amends and simplifies the current foreign exchange procedure. Pursuant to this circular, the opening of various special purpose foreign exchange accounts, such as pre-establishment expenses accounts, foreign exchange capital accounts and guarantee accounts, the reinvestment of RMB proceeds derived by foreign investors in the PRC, and remittance of foreign exchange profits and dividends by a foreign-invested enterprise to its foreign shareholders no longer require the approval or verification of SAFE, and multiple capital accounts for the same entity may be opened in different provinces, which was not possible previously. In addition, SAFE promulgated another circular in May 2013, which specifies that the administration by SAFE or its local branches over direct investment by foreign investors in the PRC must be conducted by way of registration and banks must process foreign exchange business relating to the direct investment in the PRC based on the registration information provided by SAFE and its branches. On February 28, 2015, SAFE promulgated the Notice on Further Simplifying and Improving the Administration of the Foreign Exchange Concerning Direct Investment, or SAFE Notice 13. After SAFE Notice 13 became effective on June 1, 2015, instead of applying for approvals regarding foreign exchange registrations of foreign direct investment and overseas direct investment from SAFE, entities and individuals may apply for such foreign exchange registrations from qualified banks. The qualified banks, under the supervision of SAFE, may directly review the applications and conduct the registration.

On March 30, 2015, SAFE promulgated the Circular of the SAFE on Reforming the Management Approach regarding the Settlement of Foreign Capital of Foreign-invested Enterprise, or Circular 19, which expands a pilot reform of the administration of the settlement of the foreign exchange capitals of foreign-invested enterprises nationwide. Circular 19 came into force and replaced both the Circular of the State Administration of Foreign Exchange on Issues Relating to the Improvement of Business Operations with Respect to the Administration of

Foreign Exchange Capital Payment and Settlement of Foreign-invested Enterprises, or Circular 142 and the Circular of the State Administration of Foreign Exchange on Issues concerning the Pilot Reform of the Administrative Approach Regarding the Settlement of the Foreign Exchange Capitals of Foreign-invested Enterprises in Certain Areas, or Circular 36 on June 1, 2015. Circular 19 allows all foreign-invested enterprises established in the PRC to use their foreign exchange capitals to make equity investment and removes certain other restrictions had been provided in Circular 142. However, Circular 19 continues to prohibit foreign-invested enterprises from, among other things, using RMB fund converted from its foreign exchange capitals for expenditure beyond its business scope and providing entrusted loans or repaying loans between non-financial enterprises. SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming and Standardizing the Foreign Exchange Settlement Management Policy of Capital Account, or Circular 16, effective in June 2016, which reiterates some of the rules set forth in Circular 19, but Compared to Circular 19, Circular 16 provides that discretionary foreign exchange settlement applies to foreign exchange capital, foreign debt offering proceeds and remitted foreign listing proceeds, and the corresponding RMB capital converted from foreign exchange are not restricted from extending loans to related parties or repaying the inter-company loans (including advances by third parties). However, there exist substantial uncertainties with respect to the interpretation and implementation in practice with respect to the Circular 16. Circular 19 or Circular 16 may delay or limit us from using the proceeds of offshore offerings to make additional capital contributions or loans to our PRC subsidiaries and any violations of these circulars could result in severe monetary or other penalties.

In January 2017, SAFE promulgated the Circular on Further Improving Reform of Foreign Exchange Administration and Optimizing Genuineness and Compliance Verification, or Circular 3, which stipulates several capital control measures with respect to the outbound remittance of profit from domestic entities to offshore entities, including (i) under the principle of genuine transaction, banks shall check board resolutions regarding profit distribution, the original version of tax filing records and audited financial statements; and (ii) domestic entities shall hold income to account for previous years' losses before remitting the profits. Moreover, pursuant to Circular 3, domestic entities shall make detailed explanations of the sources of capital and utilization arrangements, and provide board resolutions, contracts and other proof when completing the registration procedures in connection with an outbound investment.

Regulations on Foreign Exchange Registration of Overseas Investment by PRC Residents

SAFE issued SAFE Circular on Relevant Issues Relating to Domestic Resident's Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or SAFE Circular 37, that became effective in July 2014, replacing the Circular of the State Administration of Foreign Exchange on Issues Concerning the Regulation of Foreign Exchange in Equity Finance and Return Investments by Domestic Residents through Offshore Special Purpose Vehicles, or SAFE Circular 75. SAFE Circular 37 regulates foreign exchange matters in relation to the use of special purpose vehicles, or SPVs, by PRC residents or entities to seek offshore investment and financing or conduct round trip investment in China. Under SAFE Circular 37, a SPV refers to an offshore entity established or controlled, directly or indirectly, by PRC residents or entities for the purpose of seeking offshore financing or making offshore investment, using legitimate onshore or offshore assets or interests, while "round trip investment" refers to direct investment in China by PRC residents or entities through SPVs, namely, establishing foreign-invested enterprises to obtain the ownership, control rights and management rights. SAFE Circular 37 provides that, before making contribution into an SPV, PRC residents or entities are required to complete foreign exchange registration with SAFE or its local branch. SAFE promulgated the Notice on Further Simplifying and Improving the Administration of the Foreign Exchange Concerning Direct Investment in February 2015, which took effect on June 1, 2015. This notice has amended SAFE Circular 37 requiring PRC residents or entities to register with qualified banks rather than SAFE or its local branch in connection with their establishment or control of an offshore entity established for the purpose of overseas investment or financing.

PRC residents or entities who had contributed legitimate onshore or offshore interests or assets to SPVs but had not obtained registration as required before the implementation of the SAFE Circular 37 must register their

ownership interests or control in the SPVs with qualified banks. An amendment to the registration is required if there is a material change with respect to the SPV registered, such as any change of basic information (including change of the PRC residents, name and operation term), increases or decreases in investment amount, transfers or exchanges of shares, and mergers or divisions. Failure to comply with the registration procedures set forth in SAFE Circular 37 and the subsequent notice, or making misrepresentation on or failure to disclose controllers of the foreign-invested enterprise that is established through round-trip investment, may result in restrictions being imposed on the foreign exchange activities of the relevant foreign-invested enterprise, including payment of dividends and other distributions, such as proceeds from any reduction in capital, share transfer or liquidation, to its offshore parent or affiliate, and the capital inflow from the offshore parent, and may also subject relevant PRC residents or entities to penalties under PRC foreign exchange administration regulations.

Regulations Related to Stock Incentive Plans

SAFE promulgated the Circular of the State Administration of Foreign Exchange on Issues concerning the Administration of Foreign Exchange Used for Domestic Individuals' Participation in Equity Incentive Plans of Companies Listed Overseas, or the Stock Option Rules in February 2012, replacing the previous rules issued by SAFE in March 2007. Under the Stock Option Rules and other relevant rules and regulations, PRC residents who participate in stock incentive plan in an overseas publicly-listed company are required to register with SAFE or its local branches and complete certain other procedures. Participants of a stock incentive plan who are PRC residents must retain a qualified PRC agent, which could be a PRC subsidiary of the overseas publicly listed company or another qualified institution selected by the PRC subsidiary, to conduct the SAFE registration and other procedures with respect to the stock incentive plan on behalf of the participants. In addition, the PRC agent is required to amend the SAFE registration with respect to the stock incentive plan if there is any material change to the stock incentive plan, the PRC agent or other material changes. The PRC agent must, on behalf of the PRC residents who have the right to exercise the employee share options, apply to SAFE or its local branches for an annual quota for the payment of foreign currencies in connection with the PRC residents' exercise of the employee share options. The foreign exchange proceeds received by the PRC residents from the sale of shares under the stock incentive plans granted and dividends distributed by the overseas listed companies must be remitted into the bank accounts in the PRC opened by the PRC agents before distribution to such PRC residents.

We have adopted a 2016 Equity Incentive Plan, under which we have the discretion to grant a broad range of equity-based awards to eligible participants. See "Management — Share Incentive Plans." After this offering, we plan to advise the recipients of awards under our 2016 Equity Incentive Plan to handle foreign exchange matters in accordance with the Stock Option Rules. However, we cannot assure you that they can successfully register with SAFE in full compliance with the Stock Option Rules. Any failure to complete their registration pursuant to the Stock Option Rules and other foreign exchange requirements may subject these PRC individuals to fines and legal or administrative sanctions, and may also limit our ability to contribute additional capital to our PRC subsidiary, limit our PRC subsidiary's ability to distribute dividends to us or otherwise materially adversely affect our business.

Regulations Related to Dividend Distribution

Under our current corporate structure, our Cayman Islands holding company may rely on dividend payments from Ganzhou Qufenqi, which is a wholly foreign-owned enterprise incorporated in China, to fund any cash and financing requirements we may have. The principal regulations governing distribution of dividends of foreign holding companies include the Foreign Investment Enterprise Law, issued in 1986 and amended in 2000 and 2016, and the Implementation Rules under the Foreign Investment Enterprise Law, issued in 1990 and amended in 2001 and 2014 respectively. Under these regulations, foreign investment enterprises in the PRC may pay dividends only out of their accumulated profits, if any, determined in accordance with PRC accounting standards and regulations. In addition, foreign investment enterprises in the PRC are required to allocate at least 10% of their respective accumulated profits each year, if any, to fund certain reserve funds unless these reserves have reached 50% of the registered capital of the enterprises. These reserves are not distributable as cash dividends. A

PRC company is not permitted to distribute any profits until any losses from prior fiscal years have been offset. Profits retained from prior fiscal years may be distributed together with distributable profits from the current fiscal year.

Regulations Related to Taxation

Enterprise Income Tax

In March 2007, the National People's Congress enacted the Enterprise Income Tax Law, and in December 2007, the State Council promulgated the Implementing Rules of the Enterprise Income Tax Law, or the Implementing Rules, both of which became effective on January 1, 2008. The Enterprise Income Tax Law (i) reduces the top rate of enterprise income tax from 33% to a uniform 25% rate applicable to both foreign-invested enterprises and domestic enterprises and eliminates many of the preferential tax policies afforded to foreign investors, (ii) permits companies to continue to enjoy their existing tax incentives, subject to certain transitional phase-out rules and (iii) introduces new tax incentives, subject to various qualification criteria.

The Enterprise Income Tax Law also provides that enterprises organized under the laws of jurisdictions outside China with their "de facto management bodies" located within China may be considered PRC resident enterprises and therefore be subject to PRC enterprise income tax at the rate of 25% on their worldwide income. The Implementing Rules further define the term "de facto management body" as the management body that exercises substantial and overall management and control over the production and operations, personnel, accounts and properties of an enterprise. If an enterprise organized under the laws of jurisdiction outside China is considered a PRC resident enterprise for PRC enterprise income tax purposes, a number of unfavorable PRC tax consequences could follow. First, it would be subject to the PRC enterprise income tax at the rate of 25% on its worldwide income. Second, a 10% withholding tax would be imposed on dividends it pays to its non-PRC enterprise shareholders and with respect to gains derived by its non-PRC enterprise shareholders from transfer of its shares.

According to the Enterprise Income Tax Law, dividends generated after January 1, 2008 and payable by a foreign-invested enterprise in China to its foreign enterprise investors are subject to a 10% withholding tax, unless any such foreign investor's jurisdiction of incorporation has a tax treaty with China that provides for a preferential withholding arrangement. Pursuant to the Notice of the State Administration of Taxation on Negotiated Reduction of Dividends and Interest Rates, which was issued on January 29, 2008 and supplemented and revised on February 29, 2008, and the Arrangement between Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Taxes on Income, which became effective on December 8, 2006 and applies to income derived in any year of assessment commencing on or after April 1, 2007 in Hong Kong and in any year commencing on or after January 1, 2007 in the PRC, such withholding tax rate may be lowered to 5% if a Hong Kong enterprise is deemed the beneficial owner of any dividend paid by a PRC subsidiary by PRC tax authorities and holds at least 25% of the equity interest in that particular PRC subsidiary at all times within the 12-month period immediately before distribution of the dividends. Furthermore, the State Administration of Taxation promulgated the Notice on the Interpretation and Recognition of Beneficial Owners in Tax Treaties in October 2009, which stipulates that non-resident enterprises that cannot provide valid supporting documents as "beneficial owners" may not be approved to enjoy tax treaty benefits. Specifically, it expressly excludes an agent or a "conduit company" from being considered as a "beneficial owner" and a "beneficial owner" analysis is required to be conducted on a case-by-case basis following the "substance-over-the-form" principle.

Value-Added Tax and Business Tax

Pursuant to applicable PRC tax regulations, any entity or individual conducting business in the service industry is generally required to pay a business tax at the rate of 5% on the revenues generated from providing such services. However, if the services provided are related to technology development and transfer, such

business tax may be exempted subject to approval by the relevant tax authorities. Whereas, pursuant to the Provisional Regulations on Value-Added Tax of the PRC and its implementation regulations, unless otherwise specified by relevant laws and regulations, any entity or individual engaged in the sales of goods, provision of processing, repairs and replacement services and importation of goods into China is generally required to pay a value-added tax, or VAT, for revenues generated from sales of products, while qualified input VAT paid on taxable purchase can be offset against such output VAT.

In November 2011, the Ministry of Finance and the State Administration of Taxation promulgated the Pilot Plan for Imposition of Value-Added Tax to Replace Business Tax. In March 2016, the Ministry of Finance and the State Administration of Taxation further promulgated the Notice on Fully Promoting the Pilot Plan for Replacing Business Tax by Value-Added Tax, which became effective on May 1, 2016. Pursuant to the pilot plan and relevant notices, VAT is generally imposed in lieu of business tax in the modern service industries, including the VATS, on a nationwide basis. VAT of a rate of 6% applies to revenue derived from the provision of some modern services. Unlike business tax, a taxpayer is allowed to offset the qualified input VAT paid on taxable purchases against the output VAT chargeable on the modern services provided.

Regulations Related to M&A and Overseas Listings

On August 8, 2006, six PRC regulatory agencies, including the Ministry of Commerce, the State-owned Assets Supervision and Administration Commission, the SAT, the SAIC, the China Securities Regulatory Commission, or CSRC, and the SAFE, jointly issued the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules, which became effective on September 8, 2006 and was amended on June 22, 2009. The M&A Rules, among other things, require that (i) PRC entities or individuals obtain MOFCOM approval before they establish or control a SPV overseas, provided that they intend to use the SPV to acquire their equity interests in a PRC company at the consideration of newly issued share of the SPV, or Share Swap, and list their equity interests in the PRC company overseas by listing the SPV in an overseas market; (ii) the SPV obtains MOFCOM's approval before it acquires the equity interests held by the PRC entities or PRC individual in the PRC company by Share Swap; and (iii) the SPV obtains CSRC approval before it lists overseas.

The Anti-Monopoly Law promulgated by the Standing Committee of the National People's Congress on August 30, 2007 and effective on August 1, 2008 requires that transactions which are deemed concentrations and involve parties with specified turnover thresholds must be cleared by MOFCOM before they can be completed. In addition, on February 3, 2011, the General Office of the State Council promulgated a Notice on Establishing the Security Review System for Mergers and Acquisitions of Domestic Enterprises by Foreign Lenders, or Circular 6, which officially established a security review system for mergers and acquisitions of domestic enterprises by foreign investors. Further, on August 25, 2011, MOFCOM promulgated the Regulations on Implementation of Security Review System for the Merger and Acquisition of Domestic Enterprises by Foreign Lenders, or the MOFCOM Security Review Regulations, which became effective on September 1, 2011, to implement Circular 6. Under Circular 6, a security review is required for mergers and acquisitions by foreign investors having "national defense and security" concerns and mergers and acquisitions by which foreign investors may acquire the "de facto control" of domestic enterprises with "national security" concerns. Under the MOFCOM Security Review Regulations, MOFCOM will focus on the substance and actual impact of the transaction when deciding whether a specific merger or acquisition is subject to security review. If MOFCOM decides that a specific merger or acquisition is subject to security review, it will submit it to the Inter-Ministerial Panel, an authority established under the Circular 6 led by the National Development and Reform Commission, or NDRC, and MOFCOM under the leadership of the State Council, to carry out the security review. The regulations prohibit foreign investors from bypassing the security review by structuring transactions through trusts, indirect investments, leases, loans, control through contractual arrangements or offshore transactions.

MANAGEMENT

Directors and Executive Officers

The following table sets forth certain information relating to our directors and executive officers upon closing of this offering.

Name	Age	Position/Title
Min Luo	34	Chairman and chief executive officer
Chao Zhu	36	Director
Li Du	36	Director
Shilei Li	32	Director
Yi Cao	32	Director
Tianyu Zhu	39	Director
Lianzhu Lv	32	Director and head of user experience department
Yifan Li**	50	Independent director appointee
Rocky Ta-Chen Lee**	44	Independent director appointee
Carl Yeung	37	Chief financial officer

** Has accepted appointment as our independent director, effective upon completion of this offering.

Mr. Min Luo is our founder, chairman of our board of directors, and, since the inception of our company in 2014, has served as our chief executive officer. Prior to founding our company, Mr. Luo served as a vice president of marketing of OkBuy.com, an online marketplace for apparel and shoe products in China, from 2010 to 2013. Mr. Luo was a founder and chief executive officer of Jiyiri.com, an online birthday-related service provider, from 2007 to 2009, and a co-founder of dipian.com, an online social platform for college students, from 2006 to 2007. Mr. Luo received a bachelor's degree in telecommunication engineering from Jiangxi Normal University in 2004.

Mr. Chao Zhu has been a director of our company since November 2015. He has been a director and later, a senior director of the strategic investment division of Ant Financial since 2014. From 2006 to 2014, he served in the investment banking department of China International Capital Corporation Ltd., an investment bank listed on the Hong Kong Stock Exchange, as an associate, vice president and executive director. Mr. Zhu received a bachelor's degree in economics from Fudan University in 2002 and a master's degree in economics from Fudan University in 2006.

Mr. Li Du has been a director of our company since February 2016. Mr. Du has been an executive director and general manager of Beijing Phoenix Wealth Holding Co., Ltd. since 2014. He has also served as the chairman of the board of directors of Guosheng Financial Holding Inc., a financial holding company listed on the Shenzhen Stock Exchange, and its subsidiary, Golden Sun Securities Co., Ltd., a securities company in China since 2016. In addition, Mr. Du has served as the chairman of the board of directors of Guangzhou Tech-Long Wrapping Machinery Inc. since 2016. Mr. Du received a master's degree in finance from Peking University in 2008.

Mr. Shilei Li has been a director of our company since March 2017. Mr. Li has been the chairman of Beijing Jirui Capital Management Co., Ltd., an asset management company, since 2015. From 2007 to 2015, Mr. Li served as director of investing at Zhongguancun Xingye (Beijing) Investment Management Co., Ltd., which is an asset management company. Mr. Li received a bachelor's degree in financial management from Jilin University in 2005 and a master's degree in software engineering from Beijing Institute of Technology in 2007.

Mr. Yi Cao has been a director of our company since February 2016. Mr. Cao is the founding partner of Source Code Capital since its inception in 2014. Prior to founding Source Code Capital, Mr. Cao was a vice president at Sequoia Capital Advisory Consulting (Beijing) Co., Ltd. from 2009 to 2014. From 2007 to 2008,

Mr. Cao worked as an investment manager at Ceyuan Investment Consulting (Beijing) Co., Ltd. From 2006 to 2007, he worked as an analyst at C2 Capital Group, Inc. Mr. Cao received a bachelor's degree in computer science from Tsinghua University in 2006.

Mr. Tianyu Zhu has been a director of our company since February 2016. Mr. Zhu is a partner at BlueRun Ventures China, which he joined in 2009. Prior to joining BlueRun Ventures China, Mr. Zhu worked at Baidu and Netease and was primarily engaged in strategic investment and business development. Mr. Zhu received a bachelor's degree in international finance from Shanghai Jiao Tong University in 1999.

Mr. Lianzhu Lv has been our director since November 2015 and has served as the head of our user experience department since 2014. From 2010 to 2013, Mr. Lv served as a product design manager at OkBuy.com, an online marketplace for apparel and shoe products in China. From 2008 to 2009, he worked as a user interface designer of Jiyiri.com, an online birthday-related service provider in China. From 2005 to 2008, he worked as a supervisor of the mobile department of 95 Online Information Technology Co., Ltd. Mr. Lv graduated from Cangzhou Technical College with a major in computer application in 2005.

Mr. Yifan Li will serve as our independent director upon completion of this offering. Mr. Li has served as a board director and a vice president of Geely Holding Group Co., Ltd., an automotive manufacturing company, since October 2014. From May 2014 to September 2014, he was vice president and international chief financial officer of Sanpower Group Co., Ltd., a company in the technology and modern service industries. From December 2010 to February 2014, he served as vice president and chief financial officer of China Zenix Auto International Co., Ltd., a manufacturer of commercial vehicle wheels listed on the NYSE. Mr. Li is also currently a director and a member of the audit committee for a number of companies, including Xinyuan Real Estate Co., Ltd., a real estate developer listed on the NYSE, Shanghai International Port (Group) Co., Ltd., a port management company listed on the Shanghai Stock Exchange, Heilongjiang Interchina Water Co., Ltd., a water supply and treatment company listed on the Shanghai Stock Exchange, and Huaxin Securities Co., Ltd., a securities company in China. Mr. Li received his MBA from the University of Chicago Booth School of Business in 2000, his master's degree in accounting from University of Texas at Dallas in 1994, and his bachelor's degree in economics from Fudan University in 1989. Mr. Li is a Certified Public Accountant in the United States and a Chartered Global Management Accountant. His business address is Room 815, 1760 Jiangling Road, Binjiang District, Hangzhou, Zhejiang, PRC, 310051.

Mr. Rocky Ta-Chen Lee will serve as our independent director upon completion of this offering. Mr. Lee has served as an international partner and head of the U.S. corporate practice of King & Wood Mallesons since January 2017. From June 2010 to December 2016, Mr. Lee served as the Asia managing partner and head of Greater China corporate practice of Cadwalader, Wickersham & Taft LLP. From January 2006 to May 2010, Mr. Lee served as a partner of DLA Piper UK LLP. Mr. Lee received a Juris Doctorate degree from University of California, Los Angeles and a bachelor's degree in arts in legal studies from University of California Berkeley. His business address is 40/F, Tower A, Beijing Fortune Plaza, 7 Dongsanhuan Zhonglu, Chaoyang District, Beijing, China.

Mr. Carl Yeung has served as our chief financial officer since October 2016. Mr. Yeung also currently serves as a director of Bumps to Babes Limited, a baby and maternity retail store chain in Hong Kong. Prior to joining our company, Mr. Yeung was a co-founder of Babababoei Ecommerce Limited, a baby and maternity cross-border e-commerce platform in China since 2015. From 2013 to 2016, Mr. Yeung served as a chief financial officer and a chief strategy officer of BAIOO Family Interactive Limited, a children's web game developer in China listed on the Hong Kong Stock Exchange. From 2010 to 2013, he served as the chief financial officer of Sky-Mobi Limited, a leading mobile app platform in China previously listed on NASDAQ, and he was a director of Sky-Mobi Limited from 2013 to 2016. From 2006 to 2010, Mr. Yeung was the chief financial officer of ATA Inc., a computer-based testing and testing-related service provider based in China and listed on NASDAQ, and he was a director of ATA Inc. from 2006 to 2008. From 2008 to 2010, Mr. Yeung also served as an independent non-executive director of China Natural Gas, Inc., an energy company in China previously listed

on NASDAQ. From 2002 to 2006, Mr. Yeung worked as an analyst and later on as an associate at Merrill Lynch (Asia Pacific) Limited. Mr. Yeung received his bachelor's degree in economics with concentrations in finance and operations management from the Wharton School, University of Pennsylvania, and his bachelor's degree in applied science with a concentration in systems engineering from the School of Engineering and Applied Sciences, University of Pennsylvania, in 2002.

Board of Directors

Our board of directors will consist of directors upon the SEC's declaration of effectiveness of our registration statement on Form F-1, of which this prospectus is a part. A director is not required to hold any shares in our company to qualify to serve as a director. A director may vote with respect to any contract or any proposed contract or arrangement in which he is interested, and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of our directors at which any such contract or proposed contract or arrangement is considered, provided (a) such director has declared the nature of his interest at the meeting of the board at which the question of entering into the contract or arrangement is first considered if he knows his interest then exists, or in any other case at the first meeting of the board after he knows he is or has become so interested, 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, to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures or other securities whenever money is borrowed or as security for any debt, liability or 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.

Duties of Directors

Under Cayman Islands law, our directors have a fiduciary duty to act honestly in good faith with a view to our best interests. Our directors also have a duty to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their duty of care to us, our directors must ensure compliance with our second amended and restated memorandum and articles of association. A shareholder has the right to seek damages if a duty owed by our directors is breached.

The functions and powers of our board of directors include, among others:

- conducting and managing the business of our company;
- representing our company in contracts and deals;
- appointing attorneys for our company;
- select senior management such as managing directors and executive directors;
- providing employee benefits and pension;
- managing our company's finance and bank accounts;
- exercising the borrowing powers of our company and mortgaging the property of our company; and
- exercising any other powers conferred by the shareholders meetings or under our second amended and restated memorandum and articles of association.

Terms of Directors and Executive Officers

Our directors may be elected by a resolution of our board of directors, or by an ordinary resolution of our shareholders, pursuant to our second amended and restated memorandum and articles of association. Each of our directors will hold office until his or her successor takes office or until his or her earlier death, resignation or

removal or the expiration of his or her term as provided in the written agreement with our company, if any. A director will cease to be a director if, among other things, the director (i) dies, or becomes bankrupt or makes any arrangement or composition with his creditors; (ii) is found to be or becomes of unsound mind, (iii) resigns his office by notice in writing to the company, or (iv) without special leave of absence from our board, is absent from three consecutive board meetings and our directors resolve that his office be vacated. Our officers are elected by and serve at the discretion of the board of directors.

Pursuant to our shareholder's agreement entered into on December 9, 2016 and amended on February 27, 2017 and our amended and restated memorandum and articles of associations dated December 9, 2016 and amended on February 27, 2017, we have granted each of API (Hong Kong) Investment Limited, Phoenix Entities, Source Code Accelerate L.P. and Zhu Entities the right to elect, remove and replace one director on our board of directors, or the board representation rights. The shareholder's agreement and the board presentation rights are expected to be terminated upon completion of this offering. We also expect to adopt our second memorandum and articles of associations upon the completion of this offering.

Board Committees

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee. We will adopt a charter for each of the committees. Each committee's members and functions are described below.

Audit Committee

Our audit committee will initially consist of Yifan Li, Rocky Ta-Chen Lee, and Li Du. Yifan Li will be the chairperson of our audit committee. Yifan Li satisfy the criteria of an audit committee financial expert as set forth under the applicable rules of the SEC. Each of Yifan Li and Rocky Ta-Chen Lee satisfies the requirements for an "independent director" within the meaning of Section 303A of the NYSE Listed Company Manual and will meet the criteria for independence set forth in Rule 10A-3 of the Exchange Act. Our audit committee will consist solely of independent directors within one year of this offering.

The audit committee oversees our accounting and financial reporting processes and the audits of our financial statements. Our audit committee is responsible for, among other things:

- selecting the independent auditor;
- pre-approving auditing and non-auditing services permitted to be performed by the independent auditor;
- annually reviewing the independent auditor's report describing the auditing firm's internal quality control procedures, any material issues raised by the most recent internal quality control review, or peer review, of the independent auditors and all relationships between the independent auditor and our company;
- setting clear hiring policies for employees and former employees of the independent auditors;
- reviewing with the independent auditor any audit problems or difficulties and management's response;
- reviewing and, if material, approving all related party transactions on an ongoing basis;
- reviewing and discussing the annual audited financial statements with management and the independent auditor;
- reviewing and discussing with management and the independent auditors major issues regarding accounting principles and financial statement presentations;
- reviewing reports prepared by management or the independent auditors relating to significant financial reporting issues and judgments;

- discussing earnings press releases with management, as well as financial information and earnings guidance provided to analysts and rating agencies;
- reviewing with management and the independent auditors the effect of regulatory and accounting initiatives, as well as off-balance sheet structures, on our financial statements;
- discussing policies with respect to risk assessment and risk management with management, internal auditors and the independent auditor;
- timely reviewing reports from the independent auditor regarding all critical accounting policies and practices to be used by our company, all alternative treatments of financial information within U.S. GAAP that have been discussed with management and all other material written communications between the independent auditor and management;
- establishing procedures for the receipt, retention and treatment of complaints received from our employees regarding accounting, internal accounting controls or auditing matters and the confidential, anonymous submission by our employees of concerns regarding questionable accounting or auditing matters;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- such other matters that are specifically delegated to our audit committee by our board of directors from time to time;
- meeting separately, periodically, with management, internal auditors and the independent auditor; and
- reporting regularly to the full board of directors.

Compensation Committee

Our compensation committee will initially consist of Yifan Li, Rocky Ta-Chen Lee, and Chao Zhu. Yifan Li will be the chairperson of our compensation committee. Each of Yifan Li and Rocky Ta-Chen Lee satisfies the requirements for an “independent director” within the meaning of Section 303A of the NYSE Listed Company Manual.

Our compensation committee is responsible for, among other things:

- reviewing, evaluating and, if necessary, revising our overall compensation policies;
- reviewing and evaluating the performance of our directors and senior officers and determining the compensation of our senior officers;
- reviewing and approving our senior officers’ employment agreements with us;
- setting performance targets for our senior officers with respect to our incentive compensation plan and equity-based compensation plans;
- administering our equity-based compensation plans in accordance with the terms thereof; and such other matters that are specifically delegated to the remuneration committee by our board of directors from time to time.

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee will initially consist of Yifan Li, Rocky Ta-Chen Lee, and Min Luo. Rocky Ta-Chen Lee will be the chairperson of our nominating and corporate governance committee. Each of Yifan Li and Rocky Ta-Chen Lee satisfies the “independence” requirements of Section 303A of the NYSE Listed Company Manual. The nominating and corporate governance committee will assist the board

of directors in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The nominating and corporate governance committee will be responsible for, among other things:

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

Compensation of Directors and Executive Officers

In 2016, we and our subsidiaries and consolidated VIEs paid aggregate cash compensation of approximately RMB0.7 million (US$0.1 million) to our directors and executive officers as a group. We did not pay any other cash compensation or benefits in kind to our directors and executive officers. We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our directors and executive officers. Our PRC subsidiaries and consolidated VIEs are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment insurance and other statutory benefits and a housing provident fund. Our board of directors may determine compensation to be paid to the directors and the executive officers. The compensation committee will assist the directors in reviewing and approving the compensation structure for the directors and the executive officers.

For information regarding share awards granted to our directors and executive officers, see "— Share Incentive Plans."

Employment Agreements and Indemnification Agreements

We have entered into employment agreements with each of our executive officers. Under these agreements, each of our executive officers is employed for a specified time period. We may terminate employment for cause, at any time, without advance notice, for certain acts of the executive officer, such as conviction or plea of guilty to a felony or any crime involving moral turpitude, willful misconduct or gross negligence to our detriment, or serious breach of duty of loyalty to us. We may also terminate an executive officer's employment without cause upon three-month advance written notice. In such case of termination by us, we will provide severance payments to the executive officer as expressly required by applicable law of the jurisdiction where the executive officer is based. The executive officer may resign at any time with a three-month advance written notice.

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

In addition, each executive officer has agreed to be bound by non-competition and non-solicitation restrictions during the term of his or her employment and typically for one year following the last date of

employment. Specifically, each executive officer has agreed not to (i) approach borrowers, institutional funding partners, merchandise suppliers or other persons or entities introduced to the executive officer in his or her capacity as a representative of us for the purpose of doing business with such persons or entities that will harm our business relationships with these persons or entities; (ii) assume employment with or provide services to any of our competitors, or engage, whether as principal, partner, licensor or otherwise, any of our competitors, without our express consent; or (iii) seek directly or indirectly, to solicit the services of any of our employees who is employed by us on or after the date of the executive officer's termination, or in the year preceding such termination, without our express consent.

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

Share Incentive Plans

2014 Share Incentive Plan

In August 2014, Qufenqi Inc., the former holding company of Beijing Happy Time, adopted the 2014 Share Incentive Plan, which allows us to grant share awards of such company to our employees, officers, directors and individual consultants who render services to us. The maximum number of shares that may be issued pursuant to all awards under the 2014 plan is 20,824,447 ordinary shares of the former holding company of Beijing Happy Time. On various dates from August 2014 to December 2014, 18,373,219 share options were granted to certain of our employees and a third-party consultant at exercise prices of RMB0.0 per share, which have vesting periods of four years. On various dates in 2015, 2,449,800 share options were granted to certain of our employees at exercise prices of RMB0.0 per share, which have vesting periods of four years. The 2014 Share Incentive Plan was subsequently terminated in 2015.

2015 Share Incentive Plan

On December 26, 2015, Beijing Happy Time adopted the 2015 Share Incentive Plan, which allows us to grant equity awards of virtual shares of Tianjin Happy Share to employees, officers, directors and individual consultants. Tianjin Happy Share is a limited partnership established under the laws of PRC, which owns 5.24% of the equity interest in Beijing Happy Time as of the date of this prospectus. We divided the partnership interest in Tianjin Happy Share into 15,814,019 virtual shares and awarded the options to purchase virtual shares to grantees of the 2015 Share Incentive Plan, which enabled the grantees to enjoy beneficial ownership of Beijing Happy Time through their respective virtual shares in Tianjin Happy Share. On December 26, 2015, all options to purchase 15,814,019 virtual shares were issued to certain of our employees and a third-party consultant to replace the 15,814,019 share options granted to such individuals under the 2014 Share Incentive Plan. All share options granted under the 2014 Share Incentive Plan were canceled.

As of the date of this prospectus, the sole general partner of Tianjin Happy Share is Mr. Lianzhu Lv, and the limited partners are certain employees and a third party consultant.

As part of our restructuring in 2016, Tianjin Happy Share, as a shareholder of Beijing Happy Time, entered into the contractual arrangements with Ganzhou Qufenqi and Beijing Happy Time and its other shareholders, according to which Ganzhou Qufenqi will exercise effective control over Beijing Happy Time and realize substantially all of the economic risks and benefits arising from Beijing Happy Time and its subsidiaries in lieu of Tianjin Happy Share and other shareholders of Beijing Happy Time. See "Our History and Corporate Structure — Contractual Arrangements with Consolidated VIEs and Their Shareholders" for more information.

Furthermore, as part of the restructuring in 2016, Tianjin Happy Share entered into a share entrustment agreement with Qufenqi Holding Limited, pursuant to which Qufenqi Holding Limited holds 15,814,019

ordinary shares of Qudian Inc. as the nominal shareholder on behalf of Tianjin Happy Share. Qufenqi Holding Limited is entitled to exercise the voting rights as the nominal shareholder with regard to these 15,814,019 ordinary shares of Qudian Inc., while the pecuniary interests of these shares belong to Tianjin Happy Share. As such, grantees of the 2015 Share Incentive Plan enjoy the pecuniary interests of the 15,814,019 shares, representing 5.24% of the equity interest of Qudian Inc. in proportion to their relevant numbers of options to purchase virtual shares of Tianjin Happy Share.

As of December 2016, the 2015 Share Incentive Plan was terminated. In April 2017, Tianjin Happy Share and Qufenqi Holding Limited terminated the share entrustment agreement, and we canceled the 15,814,019 shares that Qufenqi Holding Limited holds on behalf of Tianjin Happy Share.

2016 Equity Incentive Plan

On December 9, 2016, Qudian Inc. adopted the 2016 Equity Incentive Plan, which allows us to grant share options, restricted shares, restricted share units and other share-based awards to our employees, directors and consultants. The maximum number of ordinary shares may be subject to equity awards pursuant to the 2016 Equity Incentive Plan is 15,814,019 initially. On January 1, 2018, and on every January 1 thereafter for eight years, the aggregate number of ordinary shares reserved and available for issuance pursuant to awards granted under the 2016 Equity Incentive Plan will be increased by 1.0% of the total number of ordinary shares outstanding on December 31 of preceding calendar year. Unless terminated earlier, the 2016 Equity Incentive Plan will terminate automatically in 2026.

Administration

The 2016 Equity Incentive Plan is administered by (i) the compensation committee, (ii) such other committee of the board to which the board delegates the power to administer the 2016 Equity Incentive Plan or (iii) the board. The administrator will determine the provisions and terms and conditions of each equity award.

Change in Control

In the event of a change in control, the administrator may provide for acceleration of equity awards, purchase of equity awards from holders or replacement of equity awards.

Term

Unless terminated earlier, the 2016 Equity Incentive Plan will continue in effect for a term of ten years from the date of its adoption.

Award Agreements

Generally, equity awards granted under the 2016 Equity Incentive Plan are evidenced by an award agreement providing for the number of ordinary shares subject to the award, and the terms and conditions of the award, which must be consistent with the 2016 Equity Incentive Plan.

Vesting Schedule

The administrator determines the vesting schedule of each equity award granted under the 2016 Equity Incentive Plan, which vesting schedule will be set forth in the award agreement for such equity award.

Amendment and Termination

The board of directors may at any time amend or terminate the 2016 Equity Incentive Plan, subject to certain exceptions.

Granted Options

In December 2016, we granted 15,299,019 options to purchase our ordinary shares to certain of our employees and a third-party consultant. As of December 31, 2016, 5,850,808 options were fully vested, and 9,448,211 options were subject to the applicable vesting schedules. In May 2017, we granted 494,904 options to purchase our ordinary shares to certain of our employees, and such options were subject to the applicable vesting schedules. In August 2017, we granted 200,000 options to purchase our ordinary shares to our independent director appointees and certain of our employees, and such options were subject to the applicable vesting schedules. Certain options previously granted were subsequently cancelled. As of the date of the prospectus, there were (i) 13,865,219 ordinary shares issued to Ark Trust pursuant to our 2016 Equity Incentive Plan, of which there were 8,286,412 ordinary shares underlying vested options held by Ark Trust and 5,578,807 ordinary shares underlying unvested options that are issued but deemed to be not outstanding held by Ark Trust, (ii) 1,504,854 ordinary shares issuable upon the exercise of outstanding options and (iii) 443,946 ordinary shares reserved for future issuance.

The table below summarizes, as of the date of this prospectus, the options we have granted to our directors and executive officers.

Name	Position	Ordinary Shares Underlying Options Awarded	Option Exercise Price	Grant Date	Option Expiration Date
Lianzhu Lv	Director	5,695,219	RMB0.0	December 30, 2016	December 8, 2026
Yifan Li**	Independent director appointee	*	RMB0.0	August 20, 2017	December 8, 2026
Rocky Ta-Chen Lee**	Independent director appointee	*	RMB0.0	August 20, 2017	December 8, 2026
Carl Yeung	CFO	*	RMB0.0	December 9, 2016	December 8, 2026

* Less than 1% of our outstanding shares, assuming conversion of our preferred shares into ordinary shares.
** Each of Yifan Li and Rocky Ta-Chen Lee has accepted as our independent director, effective upon completion of this offering.

Equity Incentive Trust

The Qudian Inc. Equity Incentive Trust, or the Equity Incentive Trust, is a trust established by a deed dated December 30, 2016 between us and Ark Trust (Hong Kong) Limited, or Ark Trust, as trustee of the Equity Incentive Trust, through which our ordinary shares, dividends and other rights and interests under awards granted pursuant to our equity incentive plans may be provided to certain of recipients of equity awards granted pursuant to our share incentive plans. As of the date of this prospectus, all participants in the Equity Incentive Trust are our employees.

Participants in the Equity Incentive Trust transfer their equity awards to Ark Trust to be held for their benefit. Upon satisfaction of vesting conditions and request by grant recipients, Ark Trust will exercise the equity awards and transfer the relevant ordinary shares, dividends and other rights and interest under the equity awards to the relevant grant recipients.

In April 2017, we directly issued 13,865,219 ordinary shares pursuant to our 2016 Equity Incentive Plan to Ark Trust in its capacity as trustee of the Equity Incentive Trust. As of the date of this prospectus, 5,578,807 of such ordinary shares are underlying shares of unvested options, and such shares are deemed not outstanding. The trust deed provides that Ark Trust shall not exercise the voting rights attached to such ordinary shares unless otherwise directed by the plan administrator, which is our board of directors as of the date of this prospectus, or its authorized representative.

PRINCIPAL SHAREHOLDERS

The following table sets forth information as of the date of this prospectus with respect to the beneficial ownership of our ordinary shares by:

- each of our directors and executive officers; and
- each person known to us to own beneficially 5.0% or more of our ordinary shares.

The total number of ordinary shares outstanding as of the date of this prospectus is 294,238,070, assuming conversion of all convertible redeemable preferred shares into ordinary shares and excluding 5,578,807 ordinary shares underlying unvested options that are issued but deemed to be not outstanding and held by Ark Trust in its capacity as trustee of the Equity Incentive Trust.

Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to, or the power to receive the economic benefit of ownership of, the securities. 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 or other right or the conversion of any other security.

The total number of ordinary shares outstanding after completion of this offering will be , comprising Class A ordinary shares and 63,491,172 Class B ordinary shares, which is based upon (i) the designation of all ordinary shares beneficially owned by Mr. Min Luo, our founder, chairman of the board and chief executive officer, into 63,491,172 Class B ordinary shares on a one-for-one-basis upon the completion of this offering; (ii) the designation of all of the remaining outstanding ordinary shares and the automatic conversion of all our outstanding convertible redeemable preferred shares into 230,746,898 Class A ordinary shares on a one-for-one-basis upon the completion of this offering; and (iii) ordinary shares issued in connection with this offering (assuming the underwriters do not exercise their option to purchase additional ADSs), but excludes 5,578,807 ordinary shares issued but deemed to be not outstanding, 1,504,854 ordinary shares issuable upon the exercise of outstanding share options and 443,946 ordinary shares reserved for future issuance under our share incentive plans. Upon the completion of this offering, ordinary shares issued but deemed to be not outstanding will be designated into 5,578,807 Class A ordinary shares. The underwriters may choose to exercise the over-allotment option in full, in part or not at all.

	Ordinary Shares Beneficially Owned Prior to This Offering		Ordinary Shares Beneficially Owned After This Offering			
	Number	Percent	Class A ordinary shares	Class B ordinary shares	Percentage of total ordinary shares on an as-converted basis	Percentage of aggregate voting power**
Directors and Executive Officers:						
Min Luo(1)	63,491,172	21.6				
Chao Zhu	—	—				
Li Du(2)	58,072,514	19.7				
Shilei Li	—	—				
Yi Cao(3)	47,468,941	16.1				
Tianyu Zhu(4)	21,241,715	7.2				
Lianzhu Lv(5)	4,271,412	1.5				
Yifan Li***	—	—				
Rocky Ta-Chen Lee***	—	—				
Carl Yeung	*	*				
Directors and Executive Officers as a Group	194,733,254	66.1				

	Ordinary Shares Beneficially Owned Prior to This Offering		Ordinary Shares Beneficially Owned After This Offering			
	Number	Percent	Class A ordinary shares	Class B ordinary shares	Percentage of total ordinary shares on an as-converted basis	Percentage of aggregate voting power**
Principal Shareholders						
Qufenqi Holding Limited(1)	63,491,172	21.6				
Phoenix Entities(6)	58,072,514	19.7				
Kunlun Group Limited(7)	57,956,607	19.7				
Source Code Accelerate L.P.(8)	47,468,941	16.1				
API (Hong Kong) Investment Limited(9)	37,720,709	12.8				
Zhu Entities(10)	21,241,715	7.2				

* Beneficially owns less than 1% of our outstanding shares.

** For each person and group included in this column, percentage of voting power is calculated by dividing the voting power beneficially owned by such person or group by the voting power of all of our Class A and Class B ordinary shares as a single class. In respect of all matters subject to a shareholders' vote, each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to ten votes, voting together as one class. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances.

*** Each of Yifan Li and Rocky Ta-Chen Lee has accepted their appointment to be an independent director of our company, effective upon completion of this offering.

(1) Represents 63,491,172 ordinary shares held by Qufenqi Holding Limited, a limited liability company established in the British Virgin Islands. All such ordinary shares will be designated into Class B ordinary shares on a one-for-one-basis upon the completion of this offering. Qufenqi Holding Limited is indirectly wholly owned by a trust of which Mr. Min Luo and his wife are the beneficiaries. Mr. Min Luo is our founder, chairman of the board and chief executive officer. The registered address of Qufenqi Holding Limited is Geneva Place, Waterfront Drive, P.O. Box 3469, Road Town, Tortola, British Virgin Islands.

(2) Represents (i) 42,984,230 Class A ordinary shares upon conversion of 42,984,230 Series C-5 preferred shares held by Phoenix Auspicious FinTech Investment L.P.; and (ii) 15,088,284 Class A ordinary shares upon conversion of 15,088,284 Series C-5 preferred shares held by Wa Sung Investment limited. Phoenix Auspicious FinTech Investment L.P. and Wa Sung Investment Limited are collectively referred to in this prospectus as the Phoenix Entities. For a description of the beneficial ownership of our Class A ordinary shares held by the Phoenix Entities, see footnote 6 below. Mr. Du disclaims beneficial ownership of our Class A ordinary shares held by the Phoenix Entities, except to the extent of his pecuniary interest in these shares.

(3) Represents 4,779,796 Class A ordinary shares upon conversion of 4,779,796 Series A-2 preferred shares, 31,865,304 Class A ordinary shares upon conversion of 31,865,304 Series B-3 preferred shares and 10,823,841 Class A ordinary shares upon conversion of 10,823,841 Series C-4 preferred shares held by Source Code Accelerate L.P. For a description of the beneficial ownership of our Class A ordinary shares held by Source Code Accelerate L.P., see footnote 8 below. Mr. Cao disclaims beneficial ownership of our Class A ordinary shares held by Source Code Accelerate L.P., except to the extent of his pecuniary interest in these shares.

(4) Represents (i) 247,818 Class A ordinary shares upon conversion of 247,818 Series A-1 preferred shares, 495,636 Class A ordinary shares upon conversion of 495,636 Series B-2 preferred shares and 1,268,317 Class A ordinary shares upon conversion of 1,268,317 Series C-3 preferred shares held by Joyful Bliss Limited; and (ii) 2,368,823 Class A ordinary shares upon conversion of 2,368,823 Series A-1 preferred shares, 4,737,645 Class A ordinary shares upon conversion of 4,737,645 Series B-2 preferred shares and 12,123,476 Class A ordinary shares upon conversion of 12,123,476 Series C-3 preferred shares held by Ever

Bliss Fund, L.P. Joyful Bliss Limited and Ever Bliss Fund, L.P. are collectively referred to in this prospectus as the Zhu Entities. For a description of the beneficial ownership of our Class A ordinary shares held by the Zhu Entities, see footnote 10 below. Mr. Zhu disclaims beneficial ownership of our Class A ordinary shares held by the Zhu Entities, except to the extent of his pecuniary interest in these shares.

(5) Mr. Lianzhu Lv was granted 5,695,219 share options under the 2016 Equity Incentive Plan. 4,271,412 of such share options have vested or are expected to vest within 60 days from the date of this prospectus, representing 1.5% of our outstanding shares.

(6) Represents (i) 42,984,230 Class A ordinary shares upon conversion of 42,984,230 Series C-5 preferred shares held by Phoenix Auspicious FinTech Investment L.P.; and (ii) 15,088,284 Class A ordinary shares upon conversion of 15,088,284 Series C-5 preferred shares held by Wa Sung Investment Limited. Phoenix Auspicious FinTech Investment L.P. is a limited partnership incorporated under the laws of the Cayman Islands. The general partner of Phoenix Auspicious FinTech Investment L.P. is Phoenix Wealth (Cayman) Asset Management Limited, a limited liability company incorporated under the laws of the Cayman Islands, which is controlled by Mr. Li Du. The registered address of Phoenix Auspicious FinTech Investment L.P. is P.O. Box 2075, #31 The Strand, 46 Canal Point Drive, Grand Cayman KY1-1105, Cayman Islands. Wa Sung Investment Limited is a limited liability company incorporated under the laws of Hong Kong and a subsidiary of Guosheng Financial Holding Inc., or Guosheng, a public company listed on the Shenzhen Stock Exchange. Based on Guosheng's public filings, Mr. Li Du has control over Guosheng as of the date of this prospectus. The registered address of Wa Sung Investment Limited is Unit 606, 6th Floor, Alliance Building, 133 Connaught Road Central, Hong Kong.

(7) Represents 38,487,004 Class A ordinary shares upon conversion of 38,487,004 Series B-1 preferred shares and 19,469,603 Class A ordinary shares upon conversion of 19,469,603 Series C-2 preferred shares held by Kunlun Group Limited, a limited liability company incorporated under the laws of Hong Kong, which is wholly owned by Beijing Kunlun Tech Co., Ltd., or Kunlun, a public company listed on the Shenzhen Stock Exchange. The registered address of Kunlun Group Limited is Unit 204, 2/F, Malaysia Building, 50 Gloucester Road, Wanchai, Hong Kong.

(8) Represents 4,779,796 Class A ordinary shares upon conversion of 4,779,796 Series A-2 preferred shares, 31,865,304 Class A ordinary shares upon conversion of 31,865,304 Series B-3 preferred shares and 10,823,841 Class A ordinary shares upon conversion of 10,823,841 Series C-4 preferred shares held by Source Code Accelerate L.P., a limited partnership incorporated under the laws of the Cayman Islands. The general partner of Source Code Accelerate L.P. is Source Code Investment Mercury Co., which is indirectly controlled by Mr. Yi Cao. The registered address of Source Code Accelerate L.P. and Source Code Investment Mercury Co. are Harneys Services (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, George Town, P. O. Box 10240, Grand Cayman KY1-1002, Cayman Islands.

(9) Represents 37,720,709 Class A ordinary shares upon conversion of 37,720,709 Series C-1 preferred shares held by API (Hong Kong) Investment Limited, a limited liability company incorporated under the laws of Hong Kong. API (Hong Kong) Investment Limited is wholly owned by Ant Financial. The registered address of API (Hong Kong) Investment Limited is 26/F, Tower One, Times Square, 1 Matheson ST, Causeway Bay, Hong Kong.

(10) Represents 19,229,944 Class A ordinary shares held by Ever Bliss Fund, L.P. and 2,011,771 Class A ordinary shares held by Joyful Bliss Limited issuable upon the conversion of all Series A-1, Series B-2 and Series C-3 preferred shares held by such shareholders. Ever Bliss Fund, L.P. is a limited partnership incorporated under the laws of the Cayman Islands with its registered office at the Office of Sertus Incorporations (Cayman) Limited, Sertus Chambers, Governors Square, Suite # 5-204, 23 Lime Tree Bay Avenue, P.O. Box 2547, Grand Cayman, KY1-1104, Cayman Islands. Joyful Bliss Limited is a limited liability company incorporated under the laws of Hong Kong with its registered office at RM 1501, 15/F SPA CTR 53-55, Lockhart Rd Wanchai, Hong Kong. Each of Ever Bliss Fund, L.P. and Joyful Bliss Limited is ultimately controlled by Mr. Tianyu Zhu.

As of the date of this prospectus, none of our outstanding ordinary shares or convertible redeemable preferred shares is held by record holders in the United States. We are not aware of any of our shareholders being affiliated with a registered broker-dealer or being in the business of underwriting securities.

We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

Historical Changes in Our Shareholding

See “Description of Share Capital — History of Securities Issuances” for historical changes in our shareholding.

RELATED PARTY TRANSACTIONS

Transactions and Agreements with Ant Financial

We have established a strategic partnership with Ant Financial, one of our principal shareholders, and have in-depth cooperation in multiple areas of our business. For additional information as to our strategic partnership with Ant Financial, see "Business — Our Partnership with Ant Financial."

We incurred nil, RMB8.2 million, RMB41.2 million (US$6.1 million) and RMB50.4 million (US$7.4 million) of payment processing and settlement fees to Alipay in the period from April 9, 2014 through December 31, 2014, 2015, 2016 and the six months ended June 30, 2017, respectively.

We incurred RMB6.2 million (US$0.9 million) and RMB11.3 million (US$1.7 million) of fees related to credit analysis information provided by Zhima Credit in 2016 and the six months ended June 30, 2017, respectively. No such fees were paid in the period from April 9, 2014 through December 31, 2014 or in 2015. For more information regarding credit service provided by Zhima Credit, see "Business — Our Partnership with Ant Financial — Credit Service."

We incurred RMB36.1 million (US$5.3 million) and RMB15.1 million (US$2.2 million) of borrower engagement fees to Zhima Credit in 2016 and the six months ended June 30, 2017, respectively. We incurred RMB60.4 million (US$8.9 million) of borrower engagement fees to Alipay in the six months ended June 30, 2017. No such fees were paid in the period from April 9, 2014 through December 31, 2014 or in 2015. For more information regarding borrower engagement through different channels on the Alipay consumer interface, see "Business — Our Partnership with Ant Financial — Borrower Engagement."

Amounts due from Alipay were nil, RMB33.8 million, RMB404.6 million (US$59.7 million) and RMB473.2 million (US$69.8 million) as of December 31, 2014, 2015 and 2016 and June 30, 2017, respectively. These are amounts deposited in our Alipay accounts and are unrestricted as to withdrawal and use and readily available to us on demand. We use our Alipay accounts to disburse credit to and collect repayments from borrowers.

Amounts due to Zhima Credit were RMB19.6 million (US$2.9 million) and RMB13.1 million (US$1.9 million) as of December 31, 2016 and June 30, 2017, respectively. Such amounts represent fees related to credit analysis information and borrower engagement fees payable to Zhima Credit. Amount due to Alipay was RMB60.4 million (US$8.9 million) as of June 30, 2017. Such amount represents borrower engagement fees payable to Alipay.

Transaction with Mr. Min Luo

As of December 31, 2014 and 2015, we had amounts due to Mr. Min Luo of RMB102.3 million and RMB145.5 million, respectively. Such amounts represented non-interest bearing financing that Beijing Happy Time received from Mr. Min Luo. Amounts due to Mr. Min Luo were settled in 2016.

Transaction with Guosheng

Guosheng Financial Holding Inc., or Guosheng, is controlled by our director Mr. Li Du. Guosheng has invested in one of our trusts, and such investments are recognized as borrowings by us. As of June 30, 2017, amount due to Guosheng was RMB734.7 million (US$108.4 million), of which RMB720.0 million (US$106.2 million) was principal and RMB14.7 million (US$2.2 million) was interest payable.

Transactions with Certain Other Members of Our Key Management and Their Immediate Families

Besides our transactions with Mr. Min Luo and Guosheng, we have engaged in transactions with certain other members of our key management and their immediate families, none of whom are our executive officers or directors.

As of December 31, 2014, 2015 and 2016 and June 30, 2017, we had amounts due from our key management and their immediate families of RMB2.1 million, RMB2.8 million, RMB1.3 million (US$0.2 million) and RMB1.0 million (US$0.1 million), respectively. Such amounts represented (i) principal and financing service fee receivables from certain of our key management and their immediate families who utilized our credit products and (ii) advances to certain of our key management in connection with our daily operations, such as use by the relevant employees to purchase domain names that were subsequently transferred to us.

Transactions with the Former Holding Companies of Beijing Happy Time

As of December 31, 2015, we had amounts due to Qufenqi Inc., a former holding company of Beijing Happy Time, and Qufenqi (HK) Limited, a former holding company of Ganzhou Qufenqi, of RMB368.3 million and RMB1,092.3 million, respectively. As of December 31, 2016, we had amounts due to Qufenqi Inc. of RMB0.9 million (US$0.1 million). Such amounts were settled in April 2017. Of the amounts due to Qufenqi (HK) Limited, RMB838.4 million represented the consideration paid by Beijing Happy Time to acquire Qufenqi Beijing in connection with our restructuring in 2015. The amount due to Qufenqi Inc. and the remainder amount due to Qufenqi (HK) Limited represented non-interest bearing financing that Beijing Happy Time and its subsidiaries received from Qufenqi Inc. and Qufenqi (HK) Limited. Amounts due to Qufenqi (HK) Limited were settled in 2016.

As of December 31, 2016 and June 30, 2017, we had amounts due from Qufenqi Inc. of RMB180.0 million (US$26.6 million) and RMB5,108 (US$753). Such amounts primarily consisted of a financing commitment from a shareholder to acquire equity interests in Qufenqi Inc., which has not been consummated. We have substantially settled such amounts in April 2017.

Contractual Arrangements with Our VIEs and Their Shareholders

PRC laws and regulations currently restrict foreign ownership and foreign investment in VATS in China. As a result, we operate our relevant business through contractual arrangements among Ganzhou Qufenqi, our wholly-owned PRC subsidiary, Beijing Happy Time, our consolidated VIE, and the shareholders of Beijing Happy Time. We established three new consolidated VIEs, Ganzhou Qudian, Hunan Qudian and Xiamen Qudian, in 2017. Ganzhou Qufenqi has entered into a series of contractual arrangements with each new consolidated VIE and its shareholders. For a description of these contractual arrangements, see “Our History and Corporate Structure — Contractual Arrangements with Consolidated VIEs and Their Shareholders.”

Private Placements

See “Description of Share Capital — History of Securities Issuances.”

Shareholders Agreement

See “Description of Share Capital — Registration Rights.”

Employment Agreements and Indemnification Agreements

See “Management — Employment Agreements and Indemnification Agreements.”

Share Incentive Plans

See “Management — Share Incentive Plans.”

DESCRIPTION OF SHARE CAPITAL

We are a Cayman Islands exempted company with limited liability and our affairs are governed by our memorandum and articles of association, the Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised), as amended, of the Cayman Islands, which is referred to as the Companies Law below, and the common law of the Cayman Islands.

As of the date of this prospectus, our authorized share capital was US$80,000 divided into 577,539,514 ordinary shares of nominal or par value of US$0.0001 each, 2,616,641 Series A-1 convertible redeemable preferred shares of nominal or par value of US$0.0001 each, 4,779,796 Series A-2 convertible redeemable preferred shares of nominal or par value of US$0.0001 each, 38,487,004 Series B-1 convertible redeemable preferred shares of nominal or par value of US$0.0001 each, 5,233,281 Series B-2 convertible redeemable preferred shares of nominal or par value of US$0.0001 each, 31,865,304 Series B-3 convertible redeemable preferred shares of nominal or par value of US$0.0001 each, 37,720,709 Series C-1 convertible redeemable preferred shares of nominal or par value of US$0.0001 each, 19,469,603 Series C-2 convertible redeemable preferred shares of nominal or par value of US$0.0001 each, 13,391,793 Series C-3 convertible redeemable preferred shares of nominal or par value of US$0.0001 each, 10,823,841 Series C-4 convertible redeemable preferred shares of nominal or par value of US$0.0001 each and 58,072,514 Series C-5 convertible redeemable preferred shares of nominal or par value of US$0.0001 each.

As of the date of this prospectus, there were 71,965,084 ordinary shares and 222,460,486 convertible redeemable preferred shares issued and outstanding, excluding 5,578,807 ordinary shares underlying unvested options that are issued but deemed to be not outstanding and held by Ark Trust in its capacity as trustee of the Equity Incentive Trust.

Upon the closing of this offering, we will have Class A ordinary shares and 63,491,172 Class B ordinary shares issued and outstanding (or Class A ordinary shares if the underwriters exercise in full the over-allotment option), excluding 5,578,807 Class A ordinary shares issued but deemed to be not outstanding, 1,504,854 Class A ordinary shares issuable upon the exercise of outstanding options and 443,946 ordinary Class A shares reserved for future issuance under our share incentive plan as of the closing of this offering. All of our ordinary shares issued and outstanding prior to the completion of the offering are and will be fully paid, and all of our Class A ordinary shares to be issued in the offering will be issued as fully paid. Our authorized share capital post-offering will be US$80,000 divided into 656,508,828 Class A ordinary shares with a par value of US$0.0001 each, 63,491,172 Class B ordinary shares with a par value of US$0.0001 each and 80,000,000 shares of a par value of US$0.0001 each of such class or classes (however designated) as our board of directors may determine in accordance with the second amended and restated memorandum and articles of association.

Our second amended and restated memorandum and articles of association will become effective immediately prior to completion of this offering. The following are summaries of material provisions of our second amended and restated memorandum and articles of association and the Companies Law insofar as they relate to the material terms of our Class A and Class B ordinary shares.

Ordinary Shares

General. Holders of Class A ordinary shares and Class B ordinary shares have the same rights except for voting and conversion rights. All of our outstanding 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.

Dividends. The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors. Our second amended and restated articles of association provide that dividends may be declared and paid out of our profits, realized or unrealized, or from any reserve set aside from profits which our

board of directors determine is no longer needed. Dividends may also be declared and paid out of share premium account or any other fund or account which can be authorized for this purpose in accordance with the Companies Law. Holders of Class A ordinary shares and Class B ordinary shares will be entitled to the same amount of dividends, if declared.

Voting Rights. In respect of all matters subject to a shareholders' vote, each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to ten votes, voting together as one class. Voting at any meeting of shareholders is by show of hands unless a poll is demanded. A poll may be demanded by the chairman of such meeting or any one or more shareholders who together hold not less than 10% of the nominal value of the total issued voting shares of our company present in person or by proxy. An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast at a meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes cast attaching to the outstanding ordinary shares at a meeting. A special resolution will be required for important matters such as a change of name or making changes to our second amended and restated memorandum and articles of association.

Conversion. Each Class B ordinary share is convertible into one Class A ordinary share at any time at the option of the holder thereof. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Upon any transfer of Class B ordinary shares by a holder to any person or entity which is not an affiliate of such holder, such Class B ordinary shares shall be automatically and immediately converted into the equivalent number of Class A ordinary shares.

Transfer of Ordinary Shares. Subject to the restrictions contained in our second amended and restated articles of association, any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board of directors.

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

- the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of ordinary shares;
- the instrument of transfer is properly stamped, if required;
- in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four; and
- a fee of such maximum sum as the NYSE may determine to be payable or such lesser sum as our directors may from time to time require is paid to us in respect thereof.

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

The registration of transfers may, after compliance with any notice required of the NYSE, be suspended and the register of members closed at such times and for such periods as our board of directors may from time to time determine, provided, however, that the registration of transfers shall not be suspended nor the register of members closed for more than 30 days in any year as our board may determine.

Liquidation. On 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. 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. Any distribution of assets or capital to a holder of a Class A ordinary share and a holder of a Class B ordinary share will be the same in any liquidation event.

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

Redemption of Ordinary Shares. The Companies Law and our second amended and restated articles of association permit us to purchase our own shares. In accordance with our second amended and restated articles of association and provided the necessary shareholders or board approval have been obtained, we may issue shares on terms that are subject to redemption, 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 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. A quorum required for and throughout a meeting of shareholders consists of at least one shareholder entitled to vote and present in person or by proxy or (in the case of a shareholder being a corporation) by its duly authorised representative representing not less than one-third of all voting power of our share capital in issue.

Inspection of Books and Records

Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, we will in our articles provide our shareholders with the right to inspect our list of shareholders and to receive annual audited financial statements. See "Where You Can Find More Information."

Changes in Capital

We may from time to time by ordinary resolution:

- increase the share capital by such sum, to be divided into shares of such classes and amount, as the resolution shall prescribe;
- consolidate and divide all or any of our share capital into shares of a larger amount than our existing shares;
- sub-divide our existing shares, or any of them into shares of a smaller amount; or
- cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of our share capital by the amount of the shares so canceled.

However, no alteration contemplated above, or otherwise, may be made to the par value of the Class A ordinary shares or Class B ordinary shares unless an identical alteration is made to the par value of the Class B ordinary shares and Class A ordinary shares, as the case may be.

We may by special resolution, subject to any confirmation or consent required by the Companies Law, reduce our share capital or any capital redemption reserve in any manner permitted by law.

Exempted Company

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

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

"Limited liability" means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company. Upon the closing of this offering, we will be subject to reporting and other informational requirements of the Exchange Act, as applicable to foreign private issuers. We currently intend to comply with the NYSE rules in lieu of following home country practice after the closing of this offering. The NYSE rules require that every company listed on the NYSE hold an annual general meeting of shareholders. In addition, our second amended and restated articles of association allow directors to call special meeting of shareholders pursuant to the procedures set forth in our articles.

Differences in Corporate Law

The Companies Law is modeled after that of England and Wales but does not follow recent statutory enactments in England. In addition, the Companies Law differs from laws applicable to United States corporations and their shareholders. Set forth below is a summary of the significant differences between the provisions of the Companies Law applicable to us and the laws applicable to companies incorporated in the State of Delaware.

Mergers and Similar Arrangements

A merger of two or more constituent companies under Cayman Islands law requires a plan of merger or consolidation to be approved by the directors of each constituent company and authorization by a special resolution of the members of each constituent company.

A merger between a Cayman parent company and its Cayman subsidiary or subsidiaries does not require authorization by a resolution of shareholders. For this purpose a subsidiary is a company of which at least ninety percent (90%) of the issued shares entitled to vote are owned by the parent company.

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

Save in certain circumstances, a dissentient shareholder of a Cayman constituent company is entitled to payment of the fair value of his shares upon dissenting to a merger or consolidation. The exercise of appraisal rights will preclude the exercise of any other rights save for the right to seek relief on the grounds that the merger or consolidation is void or unlawful.

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

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

When a takeover offer is made and accepted by holders of 90% of the shares within four months, the offeror may, within a two-month period commencing on the expiration of such four month period, require the holders of the remaining shares to transfer such shares on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion.

If an arrangement and reconstruction is thus approved, the dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

Shareholders' Suits

In principle, we will normally be the proper plaintiff and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, there are exceptions to the foregoing principle, including when:

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

Indemnification of Directors and Executive Officers and Limitation of Liability

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our second amended and restated memorandum and articles of association permit indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such unless such losses or damages arise from dishonesty or fraud which may attach to such directors or officers. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation. In addition, we intend to enter into indemnification agreements with our directors and senior executive officers that will provide such persons with additional indemnification beyond that provided in our second amended and restated memorandum and articles of association.

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

Anti-Takeover Provisions in the Memorandum and Articles of Association

Some provisions of our second amended and restated memorandum and articles of association may discourage, delay or prevent a change in control of our company or management that shareholders may consider favorable, including provisions that authorize our board of directors to issue preferred shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preferred shares without any further vote or action by our shareholders.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our second amended and restated memorandum and articles of association, as amended and restated from time to time, for what they believe in good faith to be in the best interests of our company.

Directors' Fiduciary Duties

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

As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company and therefore it is considered that he owes the following duties to the company — a duty to act *bona fide* in the best interests of the company, a duty not to make a profit based on his or her position as director (unless the company permits him to do so) and a duty not to put himself in a position where the interests of the company conflict with his or her personal interest or his or her duty to a third party. A director of

a Cayman Islands company owes to the company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his 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.

Shareholder Action by Written Consent

Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation. Our second amended and restated articles of association provide that shareholders may not approve corporate matters by way of a unanimous written resolution signed by or on behalf of each shareholder who would have been entitled to vote on such matter at a general meeting without a meeting being held.

Shareholder Proposals

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

Neither Cayman Islands law nor our second amended and restated articles of association allow our shareholders to requisition a shareholders' meeting. As an exempted Cayman Islands company, we are not obliged by law to call shareholders' annual general meetings.

Cumulative Voting

Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. As permitted under Cayman Islands law, our second amended and restated articles of association do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

Removal of Directors

Under the Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our second amended and restated articles of association, directors may be removed by an ordinary resolution of shareholders.

Transactions with Interested Shareholders

The Delaware General Corporation Law contains a business combination statute applicable to Delaware corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or a group who or which owns or owned 15% or more of the target's outstanding voting stock within the past three years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated

equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

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

Dissolution; Winding Up

Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation's outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board. Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company is unable to pay its debts as they fall due, by an ordinary resolution of its members. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so.

Under the Companies Law and our second amended and restated articles of association, our company may be dissolved, liquidated or wound up by the vote of holders of two-thirds of our shares voting at a meeting

Variation of Rights of Shares

Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under Cayman Islands law and our second amended and restated articles of association, if our share capital is divided into more than one class of shares, we may vary the rights attached to any class only with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class.

Amendment of Governing Documents

Under the Delaware General Corporation Law, a corporation's governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. As permitted by Cayman Islands law, our second amended and restated memorandum and articles of association may only be amended by a special resolution of shareholders.

Rights of Non-Resident or Foreign Shareholders

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

Directors' Power to Issue Shares

Subject to applicable law, our board of directors is empowered to issue or allot shares or grant options and warrants with or without preferred, deferred, qualified or other special rights or restrictions.

History of Securities Issuances

None of transactions set forth below involved any underwriters' underwriting discounts or commissions, or any public offering. We believe that each of the following transactions was exempt from registration under the Securities Act in reliance on Regulation S or Rule 701 under the Securities Act or pursuant to Section 4(2) of the Securities Act regarding transactions not involving a public offering.

Securities Issuances by Qufenqi Inc., a Former Holding Company of Beijing Happy Time

Purchaser	Date of Issuance	Number of Securities	Consideration in U.S. Dollars	Issue Price Per Preferred Share in U.S. Dollars	Fair Value Per Preferred Share in U.S. Dollars(1)	Underwriting Discount and Commission
Maricorp Services Ltd.	April 17, 2014	1 ordinary share(2)	0.0001	Not applicable	Not applicable	Not applicable
Qufenqi Holding Limited	August 29, 2014	64,990,000 ordinary shares	6,499	Not applicable	Not applicable	Not applicable
BRV Lotus Fund 2012, L.P.(3)	August 29, 2014	25,000,000 Series A-1 preference shares(4)	2,000,000	0.08	0.16	Not applicable
BRV Lotus Fund 2012, L.P.(3)	August 29, 2014	4,166,667 Series A-2 preference shares(5)	1,000,000	0.24	0.31	Not applicable
BRV Lotus Fund 2012, L.P.(3)	August 29, 2014	1,666,667 Series A-2 preference shares	500,000	0.30	0.31	Not applicable
Cornerstone Venture Limited(6)	August 29, 2014	10,000,000 Series A-2 preference shares	3,000,000	0.30	0.31	Not applicable
Golden Summit International Ltd.	August 29, 2014	3,333,333 Series A-2 preference shares	1,000,000	0.30	0.31	Not applicable
BRV Lotus Fund 2012, L.P.(3)	June 4, 2015	3,227,294 Series B preference shares	3,500,000	1.08	1.29	Not applicable
BRV Aster Fund I, L.P.(3)	June 4, 2015	3,227,294 Series B preference shares	3,500,000	1.08	1.29	Not applicable
Source Code QFQ Linkage L.P.(6)	June 4, 2015	18,441,678 Series B preference shares	20,000,000	1.08	1.29	Not applicable
Koram Games Limited(7)	June 4, 2015	38,726,595 Series B preference shares	50,000,000	1.29	1.29	Not applicable
API (Hong Kong) Investment Limited	September 30, 2015	37,720,709 Series C-1 preference shares	54,708,478	1.45(8)	3.38(9)	Not applicable
Koram Games Limited(7)	September 30, 2015	10,177,042 Series C-2 preference shares	25,293,737	2.49	2.49	Not applicable

Purchaser	Date of Issuance	Number of Securities	Consideration in U.S. Dollars	Issue Price Per Preferred Share in U.S. Dollars	Fair Value Per Preferred Share in U.S. Dollars(1)	Underwriting Discount and Commission
SCC Lyra Venture Limited(6)	September 30, 2015	2,733,392 Series C-2 preference shares	6,793,496	2.49	2.49	Not applicable
Superb Bliss Limited(3)	September 30, 2015	4,023,542 Series C-2 preference shares	10,000,000	2.49	2.49	Not applicable
BRV Lotus Fund 2012, L.P.(3)	September 30, 2015	1,810,594 Series C-2 preference shares	4,500,000	2.49	2.49	Not applicable
BRV Aster Fund I, L.P.(3)	September 30, 2015	1,373,142 Series C-2 preference shares	3,412,768	2.49	2.49	Not applicable

(1) Prepared by an independent valuation firm using the income approach/discounted cash flow analysis based on our projected cash flow for the sole purpose of valuation of options granted under the 2014 Share Incentive Plan and the 2015 Share Incentive Plan. Such values do not represent fair values within the meaning of the applicable accounting standards.

(2) Such shares were transferred to Qufenqi Holding Limited on April 17, 2014, and were subsequently sub-divided into 10,000 ordinary shares on August 29, 2014.

(3) An affiliate of Zhu Entities.

(4) Converted from promissory notes dated April 16, 2014 and May 12, 2014, respectively, with a defined conversion price of US$0.08 per share.

(5) Converted from a promissory note dated May 29, 2014 with a defined conversion price of US$0.24 per share.

(6) An affiliate of Source Code Accelerate L.P.

(7) An affiliate of Kunlun Group Limited.

(8) The price for Series C-1 preferred shares issued to API (Hong Kong) Investment Limited on September 30, 2015 differed from the price for Series C-2 preferred shares issued on the same date primarily due to the difference in the nature of the investments. API (Hong Kong) Investment Limited is a strategic investor affiliated with Ant Financial, and we took into account the long-term value of our strategic cooperation with Ant Financial when determining the issue price for Series C-1 preferred shares. On the other hand, purchasers of Series C-2 preferred shares were financial investors and did not offer similar business opportunities.

(9) Fair value per Series C-1 preference share differs from fair value per Series C-2 preference share primarily due to different liquidation and redemption terms of such preference shares, as a holder of Series C-1 preferred shares is entitled to receive a premium over the issue price in the event of liquidation or redemption, while no such premium is available to a holder of Series C-2 preferred shares.

Subscription of Registered Capital of Beijing Happy Time

Shareholder	Date of Issuance	Amount of Registered Capital(1)	Consideration	Underwriting Discount and Commission
		RMB	RMB	
Min Luo	April 9, 2014	100,000	100,000	Not applicable
Min Luo	May 27, 2014	900,000	900,000	Not applicable
Min Luo	July 26, 2014	9,000,000	9,000,000	Not applicable
Lianzhu Lv	January 21, 2015	99,900	99,900	Not applicable
Shanghai Yunxin Venture Capital Co., Ltd.	October 27, 2015	1,782,336	1,782,336	Not applicable
Min Luo	October 27, 2015	4	4	Not applicable
Tianjin Happy Share	December 17, 2015	1,251,742	1,251,742	Not applicable
Ningbo Yuanfeng Venture Capital L.P.	December 17, 2015	3,757,355	943,823,842	Not applicable
Phoenix Auspicious Internet Investment L.P.	December 17, 2015	4,596,670	1,154,654,463	Not applicable
Tianjin Blue Run Xinhe Investment Center L.P.	December 17, 2015	159,239	40,000,000	Not applicable
Jiaxing Blue Run Quchuan Investment L.P.	December 17, 2015	1,522,126	382,348,521	Not applicable
Beijing Kunlun Tech Co. Ltd.	December 17, 2015	716,578	180,000,000	Not applicable

(1) In accordance with the Company Law in China, Beijing Happy Time does not issue shares, and shareholders of Beijing Happy Time subscribe to its registered capital, which represents its equity interest.

Securities Issuances by Us

Purchaser	Date of Issuance	Number of Securities	Consideration in U.S. Dollars	Underwriting Discount and Commission
Sharon Pierson	November 16, 2016	1 ordinary share	0.0001	Not applicable
Qufenqi Holding Limited	December 9, 2016	79,305,190 ordinary shares	7,930	Not applicable
Wa Sung Investment limited	December 9, 2016	15,088,284 Series C-5 preferred shares	1,509	Not applicable
Phoenix Auspicious FinTech Investment L.P.	December 9, 2016	42,984,230 Series C-5 preferred shares	4,299	Not applicable
Kunlun Group Limited	December 9, 2016	38,487,004 Series B-1 preferred shares, 19,469,603 Series C-2 preferred shares	5,796	Not applicable
Source Code Accelerate L.P.	December 9, 2016	4,779,796 Series A-2 preferred shares, 31,865,304 Series B-3 preferred shares, 10,823,841 Series C-4 ordinary shares	4,747	Not applicable
API (Hong Kong) Investment Limited	December 9, 2016	37,720,709 Series C-1 preferred shares	3,772	Not applicable
Ever Bliss Fund, L.P.	December 9, 2016	2,368,823 Series A-1 preferred shares, 4,737,645 Series B-2 preferred shares, 12,123,476 Series C-3 preferred shares	1,923	Not applicable
Joyful Bliss Limited	December 9, 2016	247,818 Series A-1 preferred shares, 495,636 Series B-2 preferred shares, 1,268,317 Series C-3 preferred shares	201	Not applicable
Ark Trust(1)	April 28, 2017	13,865,219 ordinary shares	1,387	Not applicable

(1) Include 5,578,807 ordinary shares underlying unvested options as of the date of this prospectus, and such shares are deemed not outstanding. The shares were issued to Ark Trust in its capacity as trustee of the Equity Incentive Trust. For more information, see "Management — Share Incentive Plans — Equity Incentive Trust."

The fair value for our preferred shares estimated at December 9, 2016 was US$3.87. We considered objective and subjective factors to determine our best estimate of the fair value of our preferred shares. For more information regarding the factors considered, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Critical Accounting Policies, Judgments and Estimates — Valuation of Preferred Shares."

Registration Rights

Pursuant to our shareholders' agreement entered into in December 9, 2016 and amended on February 27, 2017, we have granted certain registration rights to holders of our registrable securities, which include our convertible redeemable preferred shares and ordinary shares converted from convertible redeemable preferred shares, for a period of up to five years from the closing of the offering. Set forth below is a description of the registration rights under this agreement.

Demand Registration Rights

Under the terms of the shareholders' agreement among us and our existing shareholders, certain holders of our registrable securities, at any time from after the earlier of (i) six months after this offering and (ii) five years after December 9, 2016, until the earlier of (i) the fifth anniversary of the closing of this offering, and (ii) such time at which all registrable securities held by certain shareholders and proposed to be sold may be sold under Rule 144 of the Securities Act in any three-month period without registration in compliance with Rule 144 of the Securities Act, have the right to demand that we file a registration statement under the Securities Act covering the registration of all or part of their registrable securities. We, however, are not obligated to effect a demand registration if, among other things, we have already effected two demand registrations. We have the right to defer filing of a registration statement for up to 90 days if our board of directors determine in good faith that filing of a registration will be materially detrimental to us, but we cannot exercise the deferral right more than once in any twelve-month period.

Piggyback Registration Rights

If we propose to file a registration statement in connection with a public offering of securities of our company other than relating to an employee benefit plan, corporate reorganization, demand registration, Form S-3/F-3 registration or transaction under Rule 145 of the Securities Act then we must offer each holder of the registrable securities the opportunity to include their shares in the registration statement. Such requests for registrations are not counted as demand registrations.

Form S-3/F-3 Registration Rights

When eligible for use of form S-3/F-3, holders of our registrable securities then outstanding may request in writing that we effect a registration on Form S-3/F-3 so long, among other things, the gross proceeds net of any underwriters' discounts or commission of the securities to be sold under the registration statement equals or exceeds US$1 million. We, however, are not obligated to effect a registration on Form S-3/F-3 if, among other things, we have already effected two registrations within any twelve-month period preceding the date of the registration request. We have the right to defer filing of a registration statement for up to 90 days if our board of directors determine in good faith that filing of a registration will be materially detrimental to us, but we cannot exercise the deferral right more than once in any twelve-month period.

Registration pursuant to Form S-3/F-3 registration rights is not deemed to be a demand registration, and there is no limit on the number of times the holders may exercise their Form S-3/F-3 registration rights.

Expenses of Registration

We will pay all expenses incurred by us relating to any demand, piggyback or Form S-3/F-3 registration, except that the requesting holders shall bear the expense of any underwriting discounts and selling commissions relating to the offering of their securities. We will not be required to pay for any expenses of any registration proceeding begun pursuant to demand registration rights, unless subject to certain exception, if the registration request is subsequently withdrawn at the request of a majority of the holders of the registrable securities to be registered.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

American Depositary Shares

Deutsche Bank Trust Company Americas, as depositary, will register and deliver the ADSs. Each ADS will represent ownership of shares, deposited with Deutsche Bank AG, Hong Kong Branch, as custodian for the depositary. Each ADS will also represent ownership of any other securities, cash or other property which may be held by the depositary. The depositary's corporate trust office at which the ADSs will be administered is located at 60 Wall Street, New York, NY 10005, USA. The principal executive office of the depositary is located at 60 Wall Street, New York, NY 10005, USA.

The Direct Registration System, or DRS, is a system administered by The Depository Trust Company, or DTC, pursuant to which the depositary may register the ownership of uncertificated ADSs, which ownership shall be evidenced by periodic statements issued by the depositary to the ADS holders entitled thereto.

We will not treat ADS holders as our shareholders and accordingly, you, as an ADS holder, will not have shareholder rights. Cayman Islands law governs shareholder rights. The depositary will be the holder of the ordinary shares underlying your ADSs. As a holder of ADSs, you will have ADS holder rights. A deposit agreement among us, the depositary and you, as an ADS holder, and the beneficial owners of ADSs sets out ADS holder rights as well as the rights and obligations of the depositary. The laws of the State of New York govern the deposit agreement and the ADSs.

The following is a summary of the material provisions of the deposit agreement. For more complete information, you should read the entire deposit agreement and the form of American Depositary Receipt. For directions on how to obtain copies of those documents, see "Where You Can Find More Information."

Holding the ADSs

How will you hold your ADSs?

You may hold ADSs either (1) directly (a) by having an American Depositary Receipt, or ADR, which is a certificate evidencing a specific number of ADSs, registered in your name, or (b) by holding ADSs in DRS, or (2) indirectly through your broker or other financial institution. If you hold ADSs directly, you are an ADS holder. This description assumes you hold your ADSs directly. ADSs will be issued through DRS, unless you specifically request certificated ADRs. If you hold the ADSs indirectly, you must rely on the procedures of your broker or other financial institution to assert the rights of ADS holders described in this section. You should consult with your broker or financial institution to find out what those procedures are.

Dividends and Other Distributions

How will you receive dividends and other distributions on the shares?

The depositary has agreed to pay to you the cash dividends or other distributions it or the custodian receives on ordinary shares or other deposited securities, after deducting its fees and expenses. You will receive these distributions in proportion to the number of ordinary shares your ADSs represent as of the record date (which will be as close as practicable to the record date for our ordinary shares) set by the depositary with respect to the ADSs.

- ***Cash.*** The depositary will convert or cause to be converted any cash dividend or other cash distribution we pay on the ordinary shares or any net proceeds from the sale of any ordinary shares, rights, securities or other entitlements under the terms of the deposit agreement into U.S. dollars if it can do so on a practicable basis, and can transfer the U.S. dollars to the United States and will distribute promptly the amount thus received. If the depositary shall determine in its judgment that such conversions or transfers are not possible or lawful or if any government approval or license is needed and cannot be

obtained at a reasonable cost within a reasonable period or otherwise sought, the deposit agreement allows the depositary to distribute the foreign currency only to those ADS holders to whom it is possible to do so. It will hold or cause the custodian to hold the foreign currency it cannot convert for the account of the ADS holders who have not been paid and such funds will be held for the respective accounts of the ADS holders. It will not invest the foreign currency and it will not be liable for any interest for the respective accounts of the ADS holders.

- Before making a distribution, any taxes or other governmental charges, together with fees and expenses of the depositary, that must be paid, will be deducted. See "Taxation." It will distribute only whole U.S. dollars and cents and will round fractional cents to the nearest whole cent. *If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, you may lose some or all of the value of the distribution.*

- ***Shares.*** For any ordinary shares we distribute as a dividend or free distribution, either (1) the depositary will distribute additional ADSs representing such ordinary shares or (2) existing ADSs as of the applicable record date will represent rights and interests in the additional ordinary shares distributed, to the extent reasonably practicable and permissible under law, in either case, net of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. The depositary will only distribute whole ADSs. It will try to sell ordinary shares which would require it to deliver a fractional ADS and distribute the net proceeds in the same way as it does with cash. The depositary may sell a portion of the distributed ordinary shares sufficient to pay its fees and expenses, and any taxes and governmental charges, in connection with that distribution.

- ***Elective Distributions in Cash or Shares.*** If we offer holders of our ordinary shares the option to receive dividends in either cash or shares, the depositary, after consultation with us and having received timely notice as described in the deposit agreement of such elective distribution by us, has discretion to determine to what extent such elective distribution will be made available to you as a holder of the ADSs. We must timely first instruct the depositary to make such elective distribution available to you and furnish it with satisfactory evidence that it is legal to do so. The depositary could decide it is not legal or reasonably practicable to make such elective distribution available to you. In such case, the depositary shall, on the basis of the same determination as is made in respect of the ordinary shares for which no election is made, distribute either cash in the same way as it does in a cash distribution, or additional ADSs representing ordinary shares in the same way as it does in a share distribution. The depositary is not obligated to make available to you a method to receive the elective dividend in shares rather than in ADSs. There can be no assurance that you will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of ordinary shares.

- ***Rights to Purchase Additional Shares.*** If we offer holders of our ordinary shares any rights to subscribe for additional shares, the depositary shall having received timely notice as described in the deposit agreement of such distribution by us, consult with us, and we must determine whether it is lawful and reasonably practicable to make these rights available to you. We must first instruct the depositary to make such rights available to you and furnish the depositary with satisfactory evidence that it is legal to do so. If the depositary decides it is not legal or reasonably practicable to make the rights available but that it is lawful and reasonably practicable to sell the rights, the depositary will endeavor to sell the rights and in a riskless principal capacity or otherwise, at such place and upon such terms (including public or private sale) as it may deem proper, distribute the net proceeds in the same way as it does with cash. The depositary will allow rights that are not distributed or sold to lapse. In that case, you will receive no value for them.

  If the depositary makes rights available to you, it will establish procedures to distribute such rights and enable you to exercise the rights upon your payment of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. The depositary shall not be obliged to make available to you a method to exercise such rights to subscribe for ordinary shares (rather than ADSs).

U.S. securities laws may restrict transfers and cancelation of the ADSs represented by shares purchased upon exercise of rights. For example, you may not be able to trade these ADSs freely in the United States. In this case, the depositary may deliver restricted depositary shares that have the same terms as the ADSs described in this section except for changes needed to put the necessary restrictions in place.

There can be no assurance that you will be given the opportunity to exercise rights on the same terms and conditions as the holders of ordinary shares or be able to exercise such rights.

- ***Other Distributions.*** Subject to receipt of timely notice, as described in the deposit agreement, from us with the request to make any such distribution available to you, and provided the depositary has determined such distribution is lawful and reasonably practicable and feasible and in accordance with the terms of the deposit agreement, the depositary will distribute to you anything else we distribute on deposited securities by any means it may deem practicable, upon your payment of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. If any of the conditions above are not met, the depositary will endeavor to sell, or cause to be sold, what we distributed and distribute the net proceeds in the same way as it does with cash; or, if it is unable to sell such property, the depositary may dispose of such property in any way it deems reasonably practicable under the circumstances for nominal or no consideration, such that you may have no rights to or arising from such property.

The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADS holders. We have no obligation to register ADSs, shares, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of ADSs, shares, rights or anything else to ADS holders. This means that you may not receive the distributions we make on our shares or any value for them if we and/or the depositary determines that it is illegal or not practicable for us or the depositary to make them available to you.

Deposit, Withdrawal and Cancelation

How are ADSs issued?

The depositary will deliver ADSs if you or your broker deposit ordinary shares or evidence of rights to receive ordinary shares with the custodian. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will register the appropriate number of ADSs in the names you request and will deliver the ADSs to or upon the order of the person or persons entitled thereto.

Except for ordinary shares deposited by us in connection with this offering, no shares will be accepted for deposit during a period of 180 days after the date of this prospectus. The 180 day lock up period is subject to adjustment under certain circumstances as described in the section entitled “Shares Eligible for Future Sale — Lock-up Agreements.”

How do ADS holders cancel an American Depositary Share?

You may turn in your ADSs at the depositary’s corporate trust office or by providing appropriate instructions to your broker. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will deliver the ordinary shares and any other deposited securities underlying the ADSs to you or a person you designate at the office of the custodian. Or, at your request, risk and expense, the depositary will deliver the deposited securities at its corporate trust office, to the extent permitted by law.

How do ADS holders interchange between Certificated ADSs and Uncertificated ADSs?

You may surrender your ADR to the depositary for the purpose of exchanging your ADR for uncertificated ADSs. The depositary will cancel that ADR and will send you a statement confirming that you are the owner of

uncertificated ADSs. Alternatively, upon receipt by the depositary of a proper instruction from a holder of uncertificated ADSs requesting the exchange of uncertificated ADSs for certificated ADSs, the depositary will execute and deliver to you an ADR evidencing those ADSs.

Voting Rights

How do you vote?

You may instruct the depositary to vote the ordinary shares or other deposited securities underlying your ADSs at any meeting at which you are entitled to vote pursuant to any applicable law, the provisions of our second amended and restated memorandum and articles of association, and the provisions of or governing the deposited securities. *Otherwise, you could exercise your right to vote directly if you withdraw the ordinary shares. However, you may not know about the meeting sufficiently enough in advance to withdraw the ordinary shares.*

If we ask for your instructions and upon timely notice from us by regular, ordinary mail delivery, or by electronic transmission, as described in the deposit agreement, the depositary will notify you of the upcoming meeting at which you are entitled to vote pursuant to any applicable law, the provisions of our second amended and restated memorandum and articles of association, and the provisions of or governing the deposited securities, and arrange to deliver our voting materials to you. The materials will include or reproduce (a) such notice of meeting or solicitation of consents or proxies; (b) a statement that the ADS holders at the close of business on the ADS record date will be entitled, subject to any applicable law, the provisions of our second amended and restated memorandum and articles of association, and the provisions of or governing the deposited securities, to instruct the depositary as to the exercise of the voting rights, if any, pertaining to the ordinary shares or other deposited securities represented by such holder's ADSs; and (c) a brief statement as to the manner in which such instructions may be given or deemed given in accordance with the second to last sentence of this paragraph if no instruction is received, to the depositary to give a discretionary proxy to a person designated by us. Voting instructions may be given only in respect of a number of ADSs representing an integral number of ordinary shares or other deposited securities. For instructions to be valid, the depositary must receive them in writing on or before the date specified. The depositary will try, as far as practical, subject to applicable law and the provisions of our second amended and restated memorandum and articles of association, to vote or to have its agents vote the ordinary shares or other deposited securities (in person or by proxy) as you instruct. The depositary will only vote or attempt to vote as you instruct. If we timely requested the depositary to solicit your instructions but no instructions are received by the depositary from an owner with respect to any of the deposited securities represented by the ADSs of that owner on or before the date established by the depositary for such purpose, the depositary shall deem that owner to have instructed the depositary to give a discretionary proxy to a person designated by us with respect to such deposited securities, and the depositary shall give a discretionary proxy to a person designated by us to vote such deposited securities. However, no such instruction shall be deemed given and no such discretionary proxy shall be given with respect to any matter if we inform the depositary we do not wish such proxy given, substantial opposition exists or the matter materially and adversely affects the rights of holders of the ordinary shares.

We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote the ordinary shares underlying your ADSs. In addition, there can be no assurance that ADS holders and beneficial owners generally, or any holder or beneficial owner in particular, will be given the opportunity to vote or cause the custodian to vote on the same terms and conditions as the holders of our ordinary shares.

The depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. *This means that you may not be able to exercise your right to vote and you may have no recourse if the ordinary shares underlying your ADSs are not voted as you requested.*

In order to give you a reasonable opportunity to instruct the depositary as to the exercise of voting rights relating to deposited securities, if we request the depositary to act, we will give the depositary notice of any such meeting and details concerning the matters to be voted at least 30 business days in advance of the meeting date.

Compliance with Regulations

Information Requests

Each ADS holder and beneficial owner shall (a) provide such information as we or the depositary may request pursuant to law, including, without limitation, relevant Cayman Islands law, any applicable law of the United States of America, our second amended and restated memorandum and articles of association, any resolutions of our Board of Directors adopted pursuant to our second amended and restated memorandum and articles of association, the requirements of the NYSE, or to any requirements of the DRS, regarding the capacity in which they own or owned ADRs, the identity of any other persons then or previously interested in such ADRs and the nature of such interest, and any other applicable matters, and (b) be bound by and subject to applicable provisions of the laws of the Cayman Islands, our second amended and restated memorandum and articles of association, and the requirements of the NYSE, or pursuant to any requirements of the DRS, to the same extent as if such ADS holder or beneficial owner held ordinary shares directly, in each case irrespective of whether or not they are ADS holders or beneficial owners at the time such request is made.

Disclosure of Interests

Each ADS holder and beneficial owner shall comply with our requests pursuant to Cayman Islands law, the rules and requirements of the NYSE or our second amended and restated memorandum and articles of association, which requests are made to provide information, inter alia, as to the capacity in which such ADS holder or beneficial owner owns ADS and regarding the identity of any other person interested in such ADS and the nature of such interest and various other matters, whether or not they are ADS holders or beneficial owners at the time of such requests.

Fees and Expenses

As an ADS holder, you will be required to pay the following service fees to the depositary 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):

Service	Fees
• To any person to which ADSs are issued or to any person to which a distribution is made in respect of ADS distributions pursuant to stock dividends or other free distributions of stock, bonus distributions, stock splits or other distributions (except where converted to cash)	• Up to US$0.05 per ADS issued
• Cancelation of ADSs, including the case of termination of the deposit agreement	• Up to US$0.05 per ADS canceled
• Distribution of cash dividends	• Up to US$0.05 per ADS held
• Distribution of cash entitlements (other than cash dividends) and/or cash proceeds from the sale of rights, securities and other entitlements	• Up to US$0.05 per ADS held
• Distribution of ADSs pursuant to exercise of rights.	• Up to US$0.05 per ADS held
• Distribution of securities other than ADSs or rights to purchase additional ADSs	• Up to US$0.05 per ADS held
• Depositary services	• Up to US$0.05 per ADS held on the applicable record date(s) established by the depositary

As an ADS holder, you will also be responsible to pay certain fees and expenses incurred by the depositary and certain taxes and governmental charges (in addition to any applicable fees, expenses, taxes and other governmental charges payable on the deposited securities represented by any of your ADSs) such as:

- Fees for the transfer and registration of ordinary shares charged by the registrar and transfer agent for the ordinary shares in the Cayman Islands (i.e., upon deposit and withdrawal of ordinary shares).
- Expenses incurred for converting foreign currency into U.S. dollars.
- Expenses for cable, telex and fax transmissions and for delivery of securities.
- Taxes and duties upon the transfer of securities, including any applicable stamp duties, any stock transfer charges or withholding taxes (i.e., when ordinary shares are deposited or withdrawn from deposit).
- Fees and expenses incurred in connection with the delivery or servicing of ordinary shares on deposit.
- Fees and expenses incurred in connection with complying with exchange control regulations and other regulatory requirements applicable to ordinary shares, deposited securities, ADSs and ADRs.
- Any applicable fees and penalties thereon.

The depositary fees payable upon the issuance and cancelation of ADSs are typically paid to the depositary by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depositary and by the brokers (on behalf of their clients) delivering the ADSs to the depositary for cancelation. 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 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 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 sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depositary 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.

In the event of refusal to pay the depositary fees, the depositary may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depositary fees from any distribution to be made to the ADS holder.

The depositary has agreed to reimburse us for certain expenses we incur that are related to establishment and maintenance of the ADR program upon such terms and conditions as we and the depositary may agree from time to time.

Payment of Taxes

You will be responsible for any taxes or other governmental charges payable, or which become payable, on your ADSs or on the deposited securities represented by any of your ADSs. The depositary may refuse to register or transfer your ADSs or allow you to withdraw the deposited securities represented by your ADSs until such taxes or other charges are paid. It may apply payments owed to you or sell deposited securities represented by your ADSs to pay any taxes owed and you will remain liable for any deficiency. If the depositary sells deposited securities, it will, if appropriate, reduce the number of ADSs to reflect the sale and pay to you any net proceeds,

or send to you any property, remaining after it has paid the taxes. You agree to indemnify us, the depositary, the custodian and each of our and their respective agents, directors, employees and affiliates for, and hold each of them harmless from, any claims with respect to taxes (including applicable interest and penalties thereon) arising from any refund of taxes, reduced rate of withholding at source or other tax benefit obtained for you. Your obligations under this paragraph shall survive any transfer of ADRs, any surrender of ADRs and withdrawal of deposited securities or the termination of the deposit agreement.

Reclassifications, Recapitalizations and Mergers

If we:	Then:
• Change the nominal or par value of our ordinary shares	• The cash, shares or other securities received by the depositary will become deposited securities.
• Reclassify, split up or consolidate any of the deposited securities	• Each ADS will automatically represent its equal share of the new deposited securities.
• Distribute securities on the ordinary shares that are not distributed to you, or Recapitalize, reorganize, merge, liquidate, sell all or substantially all of our assets, or take any similar action	• The depositary may distribute some or all of the cash, shares or other securities it received. It may also deliver new ADSs or ask you to surrender your outstanding ADRs in exchange for new ADRs identifying the new deposited securities.

Amendment and Termination

How may the deposit agreement be amended?

We may agree with the depositary to amend the deposit agreement and the form of ADR without your consent for any reason. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or similar items, including expenses incurred in connection with foreign exchange control regulations and other charges specifically payable by ADS holders under the deposit agreement, or materially prejudices a substantial existing right of ADS holders, it will not become effective for outstanding ADSs until 30 days after the depositary notifies ADS holders of the amendment. *At the time an amendment becomes effective, you are considered, by continuing to hold your ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended.* If any new laws are adopted which would require the deposit agreement to be amended in order to comply therewith, we and the depositary may amend the deposit agreement in accordance with such laws and such amendment may become effective before notice thereof is given to ADS holders.

How may the deposit agreement be terminated?

The depositary will terminate the deposit agreement if we ask it to do so, in which case the depositary will give notice to you at least 90 days prior to termination. The depositary may also terminate the deposit agreement if the depositary has told us that it would like to resign, or if we have removed the depositary, and in either case we have not appointed a new depositary within 90 days. In either such case, the depositary must notify you at least 30 days before termination.

After termination, the depositary and its agents will do the following under the deposit agreement but nothing else: collect distributions on the deposited securities, sell rights and other property and deliver ordinary shares and other deposited securities upon cancelation of ADSs after payment of any fees, charges, taxes or other governmental charges. Six months or more after the date of termination, the depositary may sell any remaining deposited securities by public or private sale. After that, the depositary will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement, for the *pro rata* benefit of the ADS

holders that have not surrendered their ADSs. It will not invest the money and has no liability for interest. After such sale, the depositary's only obligations will be to account for the money and other cash. After termination, we shall be discharged from all obligations under the deposit agreement except for our obligations to the depositary thereunder.

Books of Depositary

The depositary will maintain ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to us, the ADRs and the deposit agreement.

The depositary will maintain facilities in the Borough of Manhattan, The City of New York to record and process the issuance, cancelation, combination, split-up and transfer of ADRs.

These facilities may be closed at any time or from time to time when such action is deemed necessary or advisable by the depositary in connection with the performance of its duties under the deposit agreement or at our reasonable written request.

Limitations on Obligations and Liability

Limits on our Obligations and the Obligations of the Depositary and the Custodian; Limits on Liability to Holders of ADSs

The deposit agreement expressly limits our obligations and the obligations of the depositary and the custodian. It also limits our liability and the liability of the depositary. The depositary and the custodian:

- are only obligated to take the actions specifically set forth in the deposit agreement without gross negligence or willful misconduct;
- are not liable if any of us or our respective controlling persons or agents are prevented or forbidden from, or subjected to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement and any ADR, by reason of any provision of any present or future law or regulation of the United States or any state thereof, the Cayman Islands or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of the possible criminal or civil penalties or restraint, or by reason of any provision, present or future, of our second amended and restated memorandum and articles of association or any provision of or governing any deposited securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, revolutions, rebellions, explosions and computer failure);
- are not liable by reason of any exercise of, or failure to exercise, any discretion provided for in the deposit agreement or in our second amended and restated memorandum and articles of association or provisions of or governing deposited securities;
- are not liable for any action or inaction of the depositary, the custodian or us or their or our respective controlling persons or agents in reliance upon the advice of or information from legal counsel, any person presenting ordinary shares for deposit or any other person believed by it in good faith to be competent to give such advice or information;
- are not liable for the inability of any holder of ADSs to benefit from any distribution on deposited securities that is not made available to holders of ADSs under the terms of the deposit agreement;
- are not liable for any special, consequential, indirect or punitive damages for any breach of the terms of the deposit agreement, or otherwise;

- may rely upon any documents we believe in good faith to be genuine and to have been signed or presented by the proper party;
- disclaim any liability for any action or inaction or inaction of any of us or our respective controlling persons or agents in reliance upon the advice of or information from legal counsel, accountants, any person presenting ordinary shares for deposit, holders and beneficial owners (or authorized representatives) of ADSs, or any person believed in good faith to be competent to give such advice or information; and
- disclaim any liability for inability of any holder to benefit from any distribution, offering, right or other benefit made available to holders of deposited securities but not made available to holders of ADS.

The depositary and any of its agents also disclaim any liability (i) for any failure to carry out any instructions to vote, the manner in which any vote is cast or the effect of any vote or failure to determine that any distribution or action may be lawful or reasonably practicable or for allowing any rights to lapse in accordance with the provisions of the deposit agreement, (ii) the failure or timeliness of any notice from us, the content of any information submitted to it by us for distribution to you or for any inaccuracy of any translation thereof, (iii) any investment risk associated with the acquisition of an interest in the deposited securities, the validity or worth of the deposited securities, the credit-worthiness of any third party, (iv) for any tax consequences that may result from ownership of ADSs, ordinary shares or deposited securities, or (v) for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the depositary or in connection with any matter arising wholly after the removal or resignation of the depositary, provided that in connection with the issue out of which such potential liability arises the depositary performed its obligations without gross negligence or willful misconduct while it acted as depositary.

In addition, the deposit agreement provides that each party to the deposit agreement (including each holder, beneficial owner and holder of interests in the ADRs) irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any lawsuit or proceeding against the depositary or our company related to our shares, the ADSs or the deposit agreement.

In the deposit agreement, we and the depositary agree to indemnify each other under certain circumstances.

Requirements for Depositary Actions

Before the depositary will issue, deliver or register a transfer of an ADS, split-up, subdivide or combine ADSs, make a distribution on an ADS, or permit withdrawal of ordinary shares, the depositary may require:

- payment of stock transfer or other taxes or other governmental charges and transfer or registration fees charged by third parties for the transfer of any ordinary shares or other deposited securities and payment of the applicable fees, expenses and charges of the depositary;
- satisfactory proof of the identity and genuineness of any signature or any other matters contemplated in the deposit agreement; and
- compliance with (A) any laws or governmental regulations relating to the execution and delivery of ADRs or ADSs or to the withdrawal or delivery of deposited securities and (B) such reasonable regulations and procedures as the depositary may establish, from time to time, consistent with the deposit agreement and applicable laws, including presentation of transfer documents.

The depositary may refuse to issue and deliver ADSs or register transfers of ADSs generally when the register of the depositary or our transfer books are closed or at any time if the depositary or we determine that it is necessary or advisable to do so.

Your Right to Receive the Shares Underlying Your ADSs

You have the right to cancel your ADSs and withdraw the underlying ordinary shares at any time except:

- when temporary delays arise because: (1) the depositary has closed its transfer books or we have closed our transfer books; (2) the transfer of ordinary shares is blocked to permit voting at a shareholders' meeting; or (3) we are paying a dividend on our ordinary shares;
- when you owe money to pay fees, taxes and similar charges;
- when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of ordinary shares or other deposited securities;
- other circumstances specifically contemplated by Section I.A.(l) of the General Instructions to Form F-6 (as such General Instructions may be amended from time to time); or
- for any other reason if the depositary or we determine, in good faith, that it is necessary or advisable to prohibit withdrawals.

The depositary shall not knowingly accept for deposit under the deposit agreement any ordinary shares or other deposited securities required to be registered under the provisions of the Securities Act, unless a registration statement is in effect as to such ordinary shares.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

Direct Registration System

In the deposit agreement, all parties to the deposit agreement acknowledge that the DRS and Profile Modification System, or Profile, will apply to uncertificated ADSs upon acceptance thereof to DRS by DTC. DRS is the system administered by DTC pursuant to which the depositary may register the ownership of uncertificated ADSs, which ownership shall be evidenced by periodic statements issued by the depositary to the ADS holders entitled thereto. Profile is a required feature of DRS which allows a DTC participant, claiming to act on behalf of an ADS holder, to direct the depositary to register a transfer of those ADSs to DTC or its nominee and to deliver those ADSs to the DTC account of that DTC participant without receipt by the depositary of prior authorization from the ADS holder to register such transfer.

In connection with and in accordance with the arrangements and procedures relating to DRS/Profile, the parties to the deposit agreement understand that the depositary will not verify, determine or otherwise ascertain that the DTC participant claiming to be acting on behalf of an ADS holder in requesting registration of transfer and delivery described in the paragraph above has the actual authority to act on behalf of the ADS holder (notwithstanding any requirements under the Uniform Commercial Code).

SHARES ELIGIBLE FOR FUTURE SALE

Upon closing of this offering, we will have ADSs outstanding representing approximately % of our ordinary shares (or ADS outstanding representing approximately % of our ordinary shares if the underwriters exercise in full the over-allotment option). In addition, options to purchase an aggregate of approximately Class A ordinary shares will be outstanding as of the closing of this offering. Of these options, will have vested at or prior to the closing of this offering and approximately will vest over the next years.

All of the ADSs sold in this offering and the Class A ordinary shares they represent will be freely transferable by persons other than our "affiliates" without restriction or further registration under the Securities Act. Rule 144 of the Securities Act defines an "affiliate" of a company as a person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, our company. All outstanding ordinary shares prior to this offering are "restricted securities" as that term is defined in Rule 144 because they were issued in a transaction or series of transactions not involving a public offering. Restricted securities, in the form of ADSs or otherwise, may be sold only if they are the subject of an effective registration statement under the Securities Act or if they are sold pursuant to an exemption from the registration requirement of the Securities Act such as those provided for in Rules 144 or 701 promulgated under the Securities Act, which rules are summarized below. Restricted ordinary shares may also be sold outside of the United States to non-U.S. persons in accordance with Rule 904 of Regulation S under the Act. This prospectus may not be used in connection with any resale of our ADSs acquired in this offering by our affiliates.

Pursuant to Rule 144, ordinary shares will be eligible for sale at various times after the date of this prospectus, subject to the lock-up agreements.

Sales of substantial amounts of our ADSs in the public market could adversely affect prevailing market prices of our ADSs. Prior to this offering, there has been no public market for our Class A ordinary shares or ADSs, and while our application has been made to list our ADSs on the NYSE, we cannot assure you that a regular trading market will develop in the ADSs. We do not expect that a trading market will develop for our ordinary shares not represented by ADSs.

Lock-up Agreements

We, our directors, executive officers, existing shareholders and certain of our option holders have agreed, subject to some exceptions, not to sell, transfer or dispose of, directly or indirectly, any of our ordinary shares, in the form of ADSs or otherwise, or any securities convertible into or exchangeable or exercisable for our ordinary shares, in the form of ADSs or otherwise, for a period of 180 days after the date this prospectus becomes effective. After the expiration of the 180-day period, the ordinary shares or ADSs held by our directors, executive officers or existing shareholders may be sold subject to the restrictions under Rule 144 under the Securities Act or by means of registered public offerings.

Rule 144

In general, under Rule 144 as currently in effect, a person who has beneficially owned our restricted securities for at least six months is entitled to sell the restricted securities without registration under the Securities Act, subject to certain restrictions. Persons who are our affiliates (including persons beneficially owning 10% or more of our outstanding shares) may sell within any three-month period a number of restricted securities that does not exceed the greater of the following:

- 1% of the number of our ordinary shares then outstanding, in the form of ADSs or otherwise, which will equal approximately ordinary shares immediately after this offering; and
- the average weekly trading volume of our ADSs on the NYSE during the four calendar weeks preceding the date on which notice of the sale is filed with the SEC.

Such sales are also subject to manner-of-sale provisions, notice requirements and the availability of current public information about us. The manner-of-sale provisions require the securities to be sold either in "brokers' transactions" as such term is defined under the Securities Act, through transactions directly with a market maker as such term is defined under the Exchange Act or through a riskless principal transaction as described in Rule 144. In addition, the manner-of-sale provisions require the person selling the securities not to solicit or arrange for the solicitation of orders to buy the securities in anticipation of or in connection with such transaction or make any payment in connection with the offer or sale of the securities to any person other than the broker or dealer who executes the order to sell the securities. If the amount of securities to be sold in reliance upon Rule 144 during any period of three months exceeds 5,000 shares or other units or has an aggregate sale price in excess of US$50,000, three copies of a notice on Form 144 should be filed with the SEC. If such securities are admitted to trading on any national securities exchange, one copy of such notice also must be transmitted to the principal exchange on which such securities are admitted. The Form 144 should be signed by the person for whose account the securities are to be sold and should be transmitted for filing concurrently with either the placing with a broker of an order to execute a sale of securities or the execution directly with a market maker of such a sale.

Persons who are not our affiliates and have beneficially owned our restricted securities for more than six months but not more than one year may sell the restricted securities without registration under the Securities Act subject to the availability of current public information about us. Persons who are not our affiliates and have beneficially owned our restricted securities for more than one year may freely sell the restricted securities without registration under the Securities Act.

Rule 701

Beginning 90 days after the date of this prospectus, persons other than affiliates who purchased ordinary shares under a written compensatory plan or contract may be entitled to sell such shares in the United States in reliance on Rule 701 under the Securities Act, or Rule 701. Rule 701 permits affiliates to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. Rule 701 further provides that non-affiliates may sell these shares in reliance on Rule 144 subject only to its manner-of-sale requirements. However, the Rule 701 shares would remain subject to lock-up arrangements and would only become eligible for sale when the lock-up period expires.

Registration Rights

Upon closing of this offering, the holders of of our ordinary shares or their transferees (or the holders of our ordinary shares or their transferees if the underwriters exercise in full the over-allotment option) will be entitled to request that we register their ordinary shares under the Securities Act, following the expiration of the lock-up agreements described above. See "Description of Share Capital — Registration Rights."

TAXATION

The following is a general summary of the material Cayman Islands, People's Republic of China and United States federal income tax consequences relevant to an investment in our ADSs and Class A ordinary shares. The discussion is not intended to be, nor should it be construed as, legal or tax advice to any particular prospective purchaser. The discussion is based on laws and relevant interpretations thereof in effect as of the date of this prospectus, all of which are subject to change or different interpretations, possibly with retroactive effect. The discussion does not address U.S. state or local tax laws, or tax laws of jurisdictions other than the Cayman Islands, the People's Republic of China and the United States. You should consult your own tax advisors with respect to the consequences of acquisition, ownership and disposition of our ADSs and Class A ordinary shares.

Cayman Islands Taxation

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciations and there is no taxation in the nature of inheritance tax or estate duty or withholding tax applicable to us or to any holder of our ADSs and Class A ordinary shares. There are no other taxes likely to be material to us levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution brought within the jurisdiction of the Cayman Islands. No stamp duty is payable in the Cayman Islands on transfers of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands. The Cayman Islands is a party to a double tax treaty entered with the United Kingdom in 2010 but is otherwise not party to any double tax treaties. 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:

(1) 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

(2) 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 twenty years from November 29, 2016.

People's Republic of China Taxation

In March 2007, the National People's Congress of China enacted the Enterprise Income Tax Law, which became effective on January 1, 2008. The Enterprise Income Tax Law provides that enterprises organized under the laws of jurisdictions outside China with their "de facto management bodies" located within China may be considered PRC resident enterprises and therefore subject to PRC enterprise income tax at the rate of 25% on their worldwide income. The Implementing Rules of the Enterprise Income Tax Law further defines the term "de facto management body" as the management body that exercises substantial and overall management and control over the business, personnel, accounts and properties of an enterprise. While we do not currently consider our company or any of our overseas subsidiaries to be a PRC resident enterprise, there is a risk that the PRC tax authorities may deem our company or any of our overseas subsidiaries as a PRC resident enterprise since a substantial majority of the members of our management team as well as the management team of some of our overseas subsidiaries are located in China, in which case we or the overseas subsidiaries, as the case may be, would be subject to the PRC enterprise income tax at the rate of 25% on worldwide income. If the PRC tax authorities determine that our Cayman Islands holding company is a "resident enterprise" for PRC enterprise income tax purposes, a number of unfavorable PRC tax consequences could follow. One example is a 10% withholding tax would be imposed on dividends we pay to our non-PRC enterprise shareholders and with respect to gains derived by our non-PRC enterprise shareholders from transferring our shares or ADSs. It is unclear whether, if we are considered a PRC resident enterprise, holders of our shares or ADSs would be able to claim the benefit of income tax treaties or agreements entered into between China and other countries or areas.

On April 30, 1984, China and the United States (each a "Contracting State") entered into an agreement for the avoidance of double taxation and the prevention of tax evasion with respect to taxes on income, or the Sino-US Treaty. The Sino-US Treaty provides that, among others, subject to certain conditions and limitations, dividends paid by a company which is a resident enterprise of one Contracting State, to a resident (an individual citizen or a resident enterprise) of the other Contracting State, or interest arising in one Contracting State and paid to a resident of the other Contracting State, may be taxed in that other Contracting State, such dividend or interest may also be taxed in the Contracting State where the company paying the dividends is a resident, or the interest arises, according to the laws of such Contracting State, but if the recipient of dividend or interest is the beneficial owner of the dividend or interest, the tax so charged shall not exceed 10% of the gross amount of the dividend or the interest. The Sino-US Treaty also provides several methods for the elimination of double taxation: (1) in China, (a) where a resident of China derives income from the United States, the amount of the United States income tax payable in respect of that income in accordance with the provisions of the Sino-US Treaty shall be allowed as a credit against the Chinese tax imposed on that resident. The amount of credit, however, shall not exceed the amount of the Chinese tax computed with respect to that income in accordance with the taxation laws and regulations of China; (b) where the income derived from the United States is a dividend paid by a company which is a resident of the United States to a company which is a resident of China and which owns not less than 10% of the shares of the company paying the dividend, the credit shall take into account the United States income tax payable by the company paying the dividend in respect of the profits out of which the dividends are paid; (2) in the United States, in accordance with the provisions of the law of the United States, the United States shall allow to a resident or citizen of the United States as a credit against the United States tax on income: (a) the income tax paid to China by or on behalf of such resident or citizen; and (b) in the case of a United States company owning at least 10% of the voting rights in a company which is a resident of China and from which the United States company receives dividends, the income tax paid to China by or on behalf of the distributing company with respect to the profits out of which the dividends are paid; and (3) income derived by a resident of a Contracting State which may be taxed in the other Contracting State in accordance with the Sino-US Treaty shall be deemed to arise in that other Contracting State.

Certain United States Federal Income Tax Considerations

The following discussion describes certain United States federal income tax consequences of the purchase, ownership and disposition of our ADSs and Class A ordinary shares as of the date hereof. This discussion deals only with ADSs and Class A ordinary shares that are held as capital assets by a United States Holder (as defined below).

As used herein, the term "United States Holder" means a beneficial owner of our ADSs or Class A ordinary shares that is, for United States federal income tax purposes, any of the following:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

This discussion is based upon provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations, rulings and judicial decisions thereunder as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income tax consequences different from

those summarized below. In addition, this discussion is based, in part, upon representations made by the depositary to us and assumes that the deposit agreement, and all other related agreements, will be performed in accordance with their terms.

This discussion does not represent a detailed description of the United States federal income tax consequences applicable to you if you are subject to special treatment under the United States federal income tax laws, including if you are:

- a dealer in securities or currencies;
- a financial institution;
- a regulated investment company;
- a real estate investment trust;
- an insurance company;
- a tax-exempt organization;
- a person holding our ADSs or Class A ordinary shares as part of a hedging, integrated or conversion transaction, a constructive sale or a straddle;
- a trader in securities that has elected the mark-to-market method of accounting for your securities;
- a person liable for alternative minimum tax;
- a person who owns or is deemed to own 10% or more of our voting stock;
- a partnership or other pass-through entity for United States federal income tax purposes; or
- a person whose "functional currency" is not the United States dollar.

If a partnership (or other entity treated as a partnership for United States federal income tax purposes) holds our ADSs or Class A ordinary shares, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our ADSs or Class A ordinary shares, you should consult your tax advisors.

This discussion does not contain a detailed description of all the United States federal income tax consequences to you in light of your particular circumstances and does not address the Medicare tax on net investment income or the effects of any state, local or non-United States tax laws. **If you are considering the purchase of our ADSs or Class A ordinary shares, you should consult your own tax advisors concerning the particular United States federal income tax consequences to you of the purchase, ownership and disposition of our ADSs or Class A ordinary shares, as well as the consequences to you arising under other United States federal tax laws and the laws of any other taxing jurisdiction.**

ADSs

If you hold ADSs, for United States federal income tax purposes, you generally will be treated as the owner of the underlying Class A ordinary shares that are represented by such ADSs. Accordingly, deposits or withdrawals of Class A ordinary shares for ADSs will not be subject to United States federal income tax.

Taxation of Dividends

Subject to the discussion under "— Passive Foreign Investment Company" below, the gross amount of distributions on the ADSs or Class A ordinary shares (including any amounts withheld to reflect potential PRC withholding taxes, as discussed above under "— People's Republic of China Taxation") will be taxable as dividends to the extent paid out of our current or accumulated earnings and profits, as determined under United

States federal income tax principles. To the extent that the amount of any distribution exceeds our current and accumulated earnings and profits for a taxable year, the distribution will first be treated as a tax-free return of capital, causing a reduction in the tax basis of the ADSs or Class A ordinary shares, and to the extent the amount of the distribution exceeds your tax basis, the excess will be taxed as capital gain recognized on a sale or exchange. We do not, however, expect to determine earnings and profits in accordance with United States federal income tax principles. Therefore, you should expect that a distribution will generally be treated as a dividend.

Any dividends that you receive (including any withheld taxes) will be includable in your gross income as ordinary income on the day actually or constructively received by you, in the case of Class A ordinary shares, or by the depositary, in the case of ADSs. Such dividends will not be eligible for the dividends received deduction allowed to corporations under the Code.

With respect to non-corporate United States investors, certain dividends received from a qualified foreign corporation may be subject to reduced rates of taxation. A foreign corporation generally is treated as a qualified foreign corporation with respect to dividends received from that corporation on shares (or ADSs backed by such shares) that are readily tradable on an established securities market in the United States. United States Treasury Department guidance indicates that our ADSs (which we have applied to list on the NYSE will be readily tradable on an established securities market in the United States once they are so listed. Since we do not expect that our Class A ordinary shares will be listed on an established securities market in the United States, we do not believe that dividends that we pay on our common shares that are not represented by ADSs currently meet the conditions required for these reduced tax rates. There can be no assurance, however, that our ADSs will be considered readily tradable on an established securities market in later years. A qualified foreign corporation also generally includes a foreign corporation that is eligible for the benefits of certain income tax treaties with the United States. In the event that we are deemed to be a PRC resident enterprise under the Enterprise Income Tax Law, we may be eligible for the benefits of the income tax treaty between the United States and PRC, or the Treaty, and if we are eligible for such benefits, dividends we pay on our Class A ordinary shares, regardless of whether such shares are represented by ADSs, may be eligible for reduced rates of taxation. See “Taxation — People’s Republic of China Taxation.” Non-corporate holders that do not meet a minimum holding period requirement during which they are not protected from the risk of loss or that elect to treat the dividend income as “investment income” pursuant to Section 163(d)(4) of the Code will not be eligible for the reduced rates of taxation regardless of our status as a qualified foreign corporation. In addition, the rate reduction will not apply to dividends if the recipient of a dividend is obligated to make related payments with respect to positions in substantially similar or related property. This disallowance applies even if the minimum holding period has been met. You should consult your own tax advisors regarding the application of these rules given your particular circumstances.

In addition, notwithstanding the forgoing, non-corporate United States Holders will not be eligible for reduced rates of taxation on any dividends received from us if we are a passive foreign investment company (a “PFIC”) in the taxable year in which such dividends are paid or in the preceding taxable year. As discussed below under “— Passive Foreign Investment Company,” we believe that there is a significant risk that we will be classified as a PFIC for 2017, and we may be classified as a PFIC in future taxable years.

Subject to certain conditions and limitations (including a minimum holding period requirement), any PRC withholding taxes on dividends may be treated as foreign taxes eligible for credit against your United States federal income tax liability. For purposes of calculating the foreign tax credit, dividends paid on the ADSs or Class A ordinary shares will be treated as income from sources outside the United States and will generally constitute passive category income. The rules governing the foreign tax credit are complex. You are urged to consult your tax advisors regarding the availability of the foreign tax credit under your particular circumstances.

Distributions of ADSs, Class A ordinary shares or rights to subscribe for ADSs or Class A ordinary shares that are received as part of a pro rata distribution to all of our shareholders generally will not be subject to United States federal income tax.

Passive Foreign Investment Company

In general, we will be a PFIC for United States federal income tax purposes for any taxable year in which:

- at least 75% of our gross income is passive income, or
- at least 50% of the value (determined based on a quarterly average) of our assets is attributable to assets that produce or are held for the production of passive income.

For this purpose, passive income generally includes dividends, interest, royalties and rents (other than royalties and rents derived in the active conduct of a trade or business and not derived from a related person). If we own at least 25% (by value) of the stock of another corporation, for purposes of determining whether we are a PFIC, we will be treated as owning our proportionate share of the other corporation's assets and receiving our proportionate share of the other corporation's income. However, there is uncertainty as to the treatment of our corporate structure and ownership of our consolidated VIEs for United States federal income tax purposes. For United States federal income tax purposes, we consider ourselves to own the stock of our consolidated VIEs. If it is determined, contrary to our view, that we do not own the stock of our consolidated VIEs for United States federal income tax purposes (for instance, because the relevant PRC authorities do not respect these arrangements), we may be treated as a PFIC.

We consider ourselves as a service provider with the primary business purpose of focusing on our data technology. We aim to facilitate credit to borrowers that are funded by institutional funding partners rather than by using our own capital. As such, fees received from borrowers are recorded as financing income or loan facilitation income and others on our consolidated statements of operations. However, we have historically funded, and may continue to fund, credit drawdowns with our own capital. In such case, the fees received from borrowers may be treated as interest for purposes of the PFIC rules. Given the foregoing and based on the projected composition and classification of our income and assets, we believe that there is a significant risk that we will be classified as a PFIC for 2017, and we may be classified as a PFIC in future taxable years. However, there are uncertainties in the application of the PFIC rules to a company with our particular business operations, in particular related to the classification of our income as active or passive. The determination of whether we are a PFIC is made annually. Accordingly, it is possible that our PFIC status may change due to changes in our asset or income composition. The calculation of the value of our assets will also be based, in part, on the quarterly market value of our ADSs, which is subject to change. Therefore, a decrease in the price of our ADSs may also result in our becoming a PFIC. If we are a PFIC for any taxable year during which you hold our ADSs or Class A ordinary shares, you will be subject to special tax rules discussed below.

If we are a PFIC for any taxable year during which you hold our ADSs or Class A ordinary shares and you do not make a timely mark-to-market election, as described below, you will be subject to special tax rules with respect to any "excess distribution" received and any gain realized from a sale or other disposition, including a pledge, of ADSs or Class A ordinary shares. Distributions received in a taxable year will be treated as excess distributions to the extent that they are greater than 125% of the average annual distributions received during the shorter of the three preceding taxable years or your holding period for the ADSs or Class A ordinary shares. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over your holding period for the ADSs or Class A ordinary shares,
- the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we were a PFIC, will be treated as ordinary income, and
- the amount allocated to each other year will be subject to tax at the highest tax rate in effect for that year and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

Although the determination of whether we are a PFIC is made annually, if we are a PFIC for any taxable year in which you hold our ADSs or Class A ordinary shares, you will generally be subject to the special tax

rules described above for that year and for each subsequent year in which you hold the ADSs or Class A ordinary shares (even if we do not qualify as a PFIC in such subsequent years). However, if we cease to be a PFIC, you can avoid the continuing impact of the PFIC rules by making a special election to recognize gain as if your ADSs or Class A ordinary shares had been sold on the last day of the last taxable year during which we were a PFIC. You are urged to consult your own tax advisor about this election.

In lieu of being subject to the special tax rules discussed above, you may make a mark-to-market election with respect to your ADSs or Class A ordinary shares provided such ADSs or Class A ordinary shares are treated as "marketable stock." The ADSs or Class A ordinary shares generally will be treated as marketable stock if the ADSs or Class A ordinary shares are regularly traded on a "qualified exchange or other market" (within the meaning of the applicable Treasury regulations). Under current law, the mark-to-market election may be available to holders of ADSs once the ADSs are listed on the NYSE which constitutes a qualified exchange, although there can be no assurance that the ADSs will be "regularly traded" for purposes of the mark-to-market election. It should also be noted that it is intended that only the ADSs and not the Class A ordinary shares will be listed on the NYSE. Consequently, if you are a holder of Class A ordinary shares that are not represented by ADSs, you generally will not be eligible to make a mark-to-market election.

If you make an effective mark-to-market election, for each taxable year that we are a PFIC you will include as ordinary income the excess of the fair market value of your ADSs at the end of the year over your adjusted tax basis in the ADSs. You will be entitled to deduct as an ordinary loss in each such year the excess of your adjusted tax basis in the ADSs over their fair market value at the end of the year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. Your adjusted tax basis in the ADSs will be increased by the amount of any income inclusion and decreased by the amount of any deductions under the mark-to-market rules. In addition, upon the sale or other disposition of your ADSs in a year that we are a PFIC, any gain will be treated as ordinary income and any loss will be treated as ordinary loss, but only to the extent of the net amount of previously included income as a result of the mark-to-market election.

If you make a mark-to-market election, it will be effective for the taxable year for which the election is made and all subsequent taxable years unless the ADSs are no longer regularly traded on a qualified exchange or other market, or the Internal Revenue Service consents to the revocation of the election. In light of the significant risk that we will be classified as a PFIC for 2017, you are urged to consult your tax advisor about the availability of the mark-to-market election, and whether making the election would be advisable in your particular circumstances.

Alternatively, you can sometimes avoid the special tax rules described above by electing to treat a PFIC as a "qualified electing fund" under Section 1295 of the Code. However, this option is not available to you because we do not intend to comply with the requirements necessary to permit you to make this election.

If we are a PFIC for any taxable year during which you hold our ADSs or Class A ordinary shares and any of our non-United States subsidiaries is also a PFIC, you will be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of the PFIC rules. You are urged to consult your tax advisors about the application of the PFIC rules to any of our subsidiaries.

You will generally be required to file Internal Revenue Service Form 8621 if you hold our ADSs or Class A ordinary shares in any year in which we are classified as a PFIC. You are urged to consult your tax advisors concerning the United States federal income tax consequences of holding ADSs or Class A ordinary shares if we are considered a PFIC in any taxable year.

Taxation of Capital Gains

For United States federal income tax purposes, you will recognize taxable gain or loss on any sale or exchange of the ADSs or Class A ordinary shares in an amount equal to the difference between the amount

realized for the ADSs or Class A ordinary shares and your tax basis in the ADSs or Class A ordinary shares. Subject to the discussion under "— Passive Foreign Investment Company" above, such gain or loss will generally be capital gain or loss and will generally be long-term capital gain or loss if you have held the ADSs or Class A ordinary shares for more than one year. Long-term capital gains of non-corporate United States Holders (including individuals) are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations. Any gain or loss recognized by you will generally be treated as United States source gain or loss. However, if we are treated as a PRC resident enterprise for PRC tax purposes and PRC tax were imposed on any gain, and if you are eligible for the benefits of the Treaty, you may elect to treat such gain as PRC source gain under the Treaty. If you are not eligible for the benefits of the Treaty or if you fail to make the election to treat any gain as PRC source, then you generally would not be able to use the foreign tax credit arising from any PRC tax imposed on the disposition of ADSs or Class A ordinary shares unless such credit can be applied (subject to applicable limitations) against tax due on other income derived from foreign sources.

Information Reporting and Backup Withholding

In general, information reporting will apply to dividends in respect of our ADSs or Class A ordinary shares and the proceeds from the sale, exchange or other disposition of our ADSs or Class A ordinary shares that are paid to you within the United States (and in certain cases, outside the United States), unless you are an exempt recipient. A backup withholding tax may apply to such payments if you fail to provide a taxpayer identification number or certification of exempt status or fail to report in full dividend and interest income.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your United States federal income tax liability provided the required information is timely furnished to the Internal Revenue Service.

UNDERWRITING

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. International plc, Credit Suisse Securities (USA) LLC, Citigroup Global Markets Inc., China International Capital Corporation Hong Kong Securities Limited, UBS Securities LLC are acting as representatives, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of ADSs indicated below:

Name	Number of ADSs
Morgan Stanley & Co. International plc	
Credit Suisse Securities (USA) LLC	
Citigroup Global Markets Inc	
China International Capital Corporation Hong Kong Securities Limited	
UBS Securities LLC	
Stifel, Nicolaus and Company, Incorporated	
Needham & Company, LLC	
Total:	

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the ADSs subject to their acceptance of the ADSs from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the ADSs offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the ADSs offered by this prospectus if any such ADSs are taken. However, the underwriters are not required to take or pay for the ADSs covered by the underwriters' over-allotment option described below.

The underwriters initially propose to offer part of the ADSs directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of per ADS under the initial public offering price. After the initial offering of the ADSs, the offering price and other selling terms may from time to time be varied by the representatives.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an additional ADSs at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the ADSs offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional ADSs as the number listed next to the underwriter's name in the preceding table bears to the total number of ADSs listed next to the names of all underwriters in the preceding table.

The following table shows the per ADS and total public offering price, underwriting discounts and commissions, and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional ADSs.

		Total	
	Per ADS	No Exercise	Full Exercise
Public offering price	US$	US$	US$
Underwriting discounts and commissions to be paid by us:	US$	US$	US$
Proceeds, before expenses, to us	US$	US$	US$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately US$.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of ADSs offered by them.

Some of the underwriters are expected to make offers and sales both inside and outside the United States through their respective selling agents. Any offers or sales in the United States will be conducted by broker-dealers registered with the SEC. Morgan Stanley & Co. International plc will offer ADSs in the United States through its registered broker-dealer affiliate in the United States, Morgan Stanley & Co. LLC.

We intend to apply for the listing of our ADSs on the NYSE under the trading symbol “QD.”

[We, our directors, executive officers, existing Shareholders and certain of our option holders have agreed that, without the prior written consent of the representatives on behalf of the underwriters, we and they will not, during the period ending 180 days after the date of this prospectus (the “restricted period”):

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any ordinary shares, ADSs or any securities convertible into or exercisable or exchangeable for ordinary shares or ADSs;
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of ordinary shares or ADSs;
- publicly disclose the intention to make any such offer, sale, pledge or disposition, or enter into any such swap or other arrangements; or
- make any demand for or exercise any right with respect to the registration of any ordinary shares,

whether any such transaction described above is to be settled by delivery of ordinary shares, ADSs or such other securities, in cash or otherwise. In addition, we and each such person agrees that, without the prior written consent of the representatives on behalf of the underwriters, we or such other person will not, during the restricted period, make any demand for, or exercise any right with respect to, the registration of any ordinary shares, ADSs or any security convertible into or exercisable or exchangeable for ordinary shares or ADSs.]

The restrictions described in the preceding paragraph are subject to certain exceptions.

The representatives, in their sole discretion, may release the ordinary shares, ADSs and other securities subject to the lock-up agreements described above in whole or in part at any time.

In order to facilitate the offering of the ADSs, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the ADSs. Specifically, the underwriters may sell more ADSs than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of ADSs available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing ADSs in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell ADSs in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing ADSs in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the ADSs in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, ADSs in the open market to stabilize the price of the ADSs. Finally, the underwriters may reclaim selling concessions allowed to an underwriter or a dealer for distributing the ADSs in this offering, if the syndicate repurchases previously distributed ADSs to cover syndicate short positions or to stabilize the price of the ADSs. These activities may raise or maintain the market price of the ADSs above

independent market levels or prevent or retard a decline in the market price of the ADSs. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of ADSs to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

The address of Morgan Stanley & Co. International plc is 25 Cabot Square, Canary Wharf, London E14 4QA, United Kingdom. The address of Credit Suisse Securities (USA) LLC is Eleven Madison Avenue, New York, New York 10010, United States of America. The address of Citigroup Global Markets Inc. is 388 Greenwich Street, New York, New York 10013, United States of America. The address of China International Capital Corporation Hong Kong Securities Limited is 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong. The address of UBS Securities LLC is 1285 Avenue of the Americas, New York, New York 10019, United States of America. The address of Stifel, Nicolaus and Company, Incorporated is One Montgomery Street, 37th Floor, San Francisco, California 94104, United States of America. The address of Needham & Company LLC is 445 Park Avenue, New York, New York 10022, United States of America.

Pricing of the Offering

Prior to this offering, there has been no public market for our Class A ordinary shares or ADSs. The initial public offering price was determined by negotiations between us and the representatives. Among the factors considered in determining the initial public offering price were our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours.

Directed Share Program

At our request, the underwriters have reserved up to 10% of the ADSs being offered by this prospectus for sale at the initial public offering price to our directors, officers, employees and other individuals associated with us and members of their families. The sales will be made by UBS Financial Services Inc., a selected dealer affiliated with UBS Securities LLC, an underwriter of this offering, through a directed share program. We do not know if these persons will choose to purchase all or any portion of these reserved ADSs, but any purchases they do make will reduce the number of ADSs available to the general public. Any reserved ADSs not so purchased

will be offered by the underwriters to the general public on the same terms as the other ADSs. Any ADSs sold in the directed share program to our directors, executive officers shall be subject to the lock-up agreements described elsewhere in this prospectus.

Selling Restrictions

No action may be taken in any jurisdiction other than the United States that would permit a public offering of the ADSs or the possession, circulation or distribution of this prospectus in any jurisdiction where action for that purpose is required. Accordingly, the ADSs may not be offered or sold, directly or indirectly, and neither the prospectus nor any other offering material or advertisements in connection with the ADSs may be distributed or published in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable laws, rules and regulations of any such country or jurisdiction.

Australia

This document has not been lodged with the Australian Securities & Investments Commission and is only directed to certain categories of exempt persons. Accordingly, if you receive this document in Australia:

(a) you confirm and warrant that you are either:

(i) "sophisticated investor" under section 708(8)(a) or (b) of the Corporations Act 2001 (Cth) of Australia, or the Corporations Act;

(ii) "sophisticated investor" under section 708(8)(c) or (d) of the Corporations Act and that you have provided an accountant's certificate to the company which complies with the requirements of section 708(8)(c)(i) or (ii) of the Corporations Act and related regulations before the offer has been made;

(iii) person associated with the company under section 708(12) of the Corporations Act; or

(iv) "professional investor" within the meaning of section 708(11)(a) or (b) of the Corporations Act;

and to the extent that you are unable to confirm or warrant that you are an exempt sophisticated investor, associated person or professional investor under the Corporations Act, any offer made to you under this document is void and incapable of acceptance;

(b) you warrant and agree that you will not offer any of the ADSs issued to you pursuant to this document for resale in Australia within 12 months of those ADSs being issued unless any such resale offer is exempt from the requirement to issue a disclosure document under section 708 of the Corporations Act.

Canada

The ADSs may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the ADSs must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 *Underwriting Conflicts* ("NI 33-105"), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Cayman Islands

No offer or invitation may be made to the public in the Cayman Islands to subscribe for or purchase the ADSs. The underwriters have not offered or sold, and will not offer or sell, directly or indirectly, any ADSs in the Cayman Islands.

Dubai International Finance Center

This document relates to an Exempt Offer, as defined in the Offered Securities Rules module of the DFSA Rulebook, or the OSR, in accordance with the Offered Securities Rules of the Dubai Financial Services Authority. This document is intended for distribution only to Persons, as defined in the OSR, of a type specified in those rules. It must not be delivered to, or relied on by, any other Person. The Dubai Financial Services Authority has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The Dubai Financial Services Authority has not approved this document nor taken steps to verify the information set out in it, and has no responsibility for it. The ADSs to which this document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the ADSs offered should conduct their own due diligence on the ADSs. If you do not understand the contents of this document you should consult an authorized financial adviser.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") an offer to the public of any shares which are the subject of the offering contemplated by this prospectus may not be made in that Relevant Member State unless the prospectus has been approved by the competent authority in such Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that an offer to the public in that Relevant Member State of any shares may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- to any legal entity which has two or more of (i) an average of at least 250 employees during the last financial year; (ii) a total balance sheet of more than €43,000,000 and (iii) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;
- by the underwriters to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than "qualified investors" as defined in the Prospectus Directive) subject to obtaining the prior consent of the representatives for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive; provided that no such offer of shares shall result in a requirement for the publication by us or any representative of a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

Any person making or intending to make any offer of shares within the EEA should only do so in circumstances in which no obligation arises for us or any of the underwriters to produce a prospectus for such offer. Neither we nor the underwriters have authorized, nor do they authorize, the making of any offer of shares through any financial intermediary, other than offers made by the underwriters which constitute the final offering of shares contemplated in this prospectus.

For the purposes of this provision, and your representation below, the expression an "offer to the public" in relation to any shares in any Relevant Member State means the communication in any form and by any means of

sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase any shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Each person in a Relevant Member State who receives any communication in respect of, or who acquires any shares under, the offer of shares contemplated by this prospectus will be deemed to have represented, warranted and agreed to and with us and each underwriter that:

- it is a "qualified investor" within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive; and
- in the case of any shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (i) the shares acquired by it in the offering have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than "qualified investors" (as defined in the Prospectus Directive), or in circumstances in which the prior consent of the representatives has been given to the offer or resale; or (ii) where shares have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the offer of those shares to it is not treated under the Prospectus Directive as having been made to such persons.

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are "qualified investors" (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, or the Order, and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). This document must not be acted on or relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this document relates is only available to, and will be engaged in with, relevant persons.

Hong Kong

The ADSs may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the ADSs may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to ADSs which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder.

Japan

The ADSs have not been and will not be registered under the Financial Instruments and Exchange Law of Japan, and ADSs will not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or

other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to any exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Korea

The ADSs may not be offered, sold and delivered directly or indirectly, or offered or sold to any person for reoffering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the Korea Securities and Exchange Act and the Foreign Exchange Transaction Law and the decrees and regulations thereunder. The ADSs have not been registered with the Financial Services Commission of Korea for public offering in Korea. Furthermore, the ADSs may not be resold to Korean residents unless the purchaser of the ADSs complies with all applicable regulatory requirements (including but not limited to government approval requirements under the Foreign Exchange Transaction Law and its subordinate decrees and regulations) in connection with the purchase of the ADSs.

Kuwait

Unless all necessary approvals from the Kuwait Ministry of Commerce and Industry required by Law No. 31/1990 “Regulating the Negotiation of Securities and Establishment of Investment Funds,” its Executive Regulations and the various Ministerial Orders issued pursuant thereto or in connection therewith, have been given in relation to the marketing and sale of the ADSs, these may not be marketed, offered for sale, nor sold in the State of Kuwait. Neither this prospectus (including any related document), nor any of the information contained therein is intended to lead to the conclusion of any contract of whatsoever nature within Kuwait.

Malaysia

No prospectus or other offering material or document in connection with the offer and sale of the securities has been or will be registered with the Securities Commission of Malaysia, or Commission, for the Commission’s approval pursuant to the Capital Markets and Services Act 2007. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the securities may not be circulated or distributed, nor may the securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Malaysia other than (i) a closed end fund approved by the Commission; (ii) a holder of a Capital Markets Services License; (iii) a person who acquires the securities as principal, if the offer is on terms that the securities may only be acquired at a consideration of not less than RM250,000 (or its equivalent in foreign currencies) for each transaction; (iv) an individual whose total net personal assets or total net joint assets with his or her spouse exceeds RM3 million (or its equivalent in foreign currencies), excluding the value of the primary residence of the individual; (v) an individual who has a gross annual income exceeding RM300,000 (or its equivalent in foreign currencies) per annum in the preceding twelve months; (vi) an individual who, jointly with his or her spouse, has a gross annual income of RM400,000 (or its equivalent in foreign currencies), per annum in the preceding twelve months; (vii) a corporation with total net assets exceeding RM10 million (or its equivalent in a foreign currencies) based on the last audited accounts; (viii) a partnership with total net assets exceeding RM10 million (or its equivalent in foreign currencies); (ix) a bank licensee or insurance licensee as defined in the Labuan Financial Services and Securities Act 2010; (x) an Islamic bank licensee or takaful licensee as defined in the Labuan Financial Services and Securities Act 2010; and (xi) any other person as may be specified by the Commission; provided that, in the each of the preceding categories (i) to (xi), the distribution of the securities is made by a holder of a Capital Markets Services License who carries on the business of dealing in securities. The distribution in Malaysia of this prospectus is subject to Malaysian laws. This prospectus does not constitute and may not be used for the purpose of public offering or an issue, offer for subscription or purchase, invitation to subscribe for or purchase any securities requiring the registration of a prospectus with the Commission under the Capital Markets and Services Act 2007.

Mexico

None of the ADSs or the ordinary shares have been or will be registered with the National Securities Registry (Registro Nacional de Valores) maintained by the Mexican National Banking and Securities Commission (Comisión Nacional Bancaria y de Valores) of Mexico and, as a result, may not be offered or sold publicly in Mexico. The ADSs and the ordinary shares may only be sold to Mexican institutional and qualified investors, pursuant to the private placement exemption set forth in the Mexican Securities Market Law (Ley del Mercado de Valores).

People's Republic of China

This prospectus has not been and will not be circulated or distributed in the PRC, and ADSs may not be offered or sold, and will not be offered or sold to any person for re-offering or resale, directly or indirectly, to any resident of the PRC except pursuant to applicable laws and regulations of the PRC.

Qatar

In the State of Qatar, the offer contained herein is made on an exclusive basis to the specifically intended recipient thereof, upon that person's request and initiative, for personal use only and shall in no way be construed as a general offer for the sale of securities to the public or an attempt to do business as a bank, an investment company or otherwise in the State of Qatar. This prospectus and the underlying securities have not been approved or licensed by the Qatar Central Bank or the Qatar Financial Centre Regulatory Authority or any other regulator in the State of Qatar. The information contained in this prospectus shall only be shared with any third parties in Qatar on a need to know basis for the purpose of evaluating the contained offer. Any distribution of this prospectus by the recipient to third parties in Qatar beyond the terms hereof is not permitted and shall be at the liability of such recipient.

Saudi Arabia

This prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority. The Capital Market Authority does not make any representation as to the accuracy or completeness of this prospectus, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this prospectus. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this prospectus you should consult an authorized financial adviser.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of our ADSs may not be circulated or distributed, nor may our ADSs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or SFA, (ii) to a relevant person or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where our ADSs are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor as defined in Section 4A of the SFA) the sole business of which

is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor; shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the ADSs under Section 275 of the SFA, except: (1) to an institutional investor (for corporations under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is or will be given for the transfer; or (3) where the transfer is by operation of law.

Switzerland

The ADSs will not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This prospectus has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to our company or the ADSs have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of the ADSs will not be supervised by, the Swiss Financial Market Supervisory Authority, and the offer of the ADSs has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (the "CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of the ADSs.

Taiwan

The ADSs have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan or relevant laws and regulations that require a registration, filing or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the ADSs in Taiwan.

United Arab Emirates.

This prospectus is not intended to constitute an offer, sale or delivery of shares or other securities under the laws of the United Arab Emirates, or the UAE. The ADSs have not been and will not be registered under Federal Law No. 4 of 2000 Concerning the Emirates Securities and Commodities Authority and the Emirates Security and Commodity Exchange, or with the UAE Central Bank, the Dubai Financial Market, the Abu Dhabi Securities Market or with any other UAE exchange.

The offering, the ADSs and interests therein have not been approved or licensed by the UAE Central Bank or any other relevant licensing authorities in the UAE, and do not constitute a public offer of securities in the UAE in accordance with the Commercial Companies Law, Federal Law No. 8 of 1984 (as amended) or otherwise.

In relation to its use in the UAE, this prospectus is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and

may not be reproduced or used for any other purpose. The interests in the ADSs may not be offered or sold directly or indirectly to the public in the UAE.

United Kingdom

Each underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("FSMA") received by it in connection with the issue or sale of the ADSs in circumstances in which Section 21(1) of the FSMA does not apply to us; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the ADSs in, from or otherwise involving the United Kingdom.

EXPENSES RELATED TO THIS OFFERING

Set forth below is an itemization of the total expenses, excluding underwriting discounts and commissions, which are expected to be incurred in connection with the offer and sale of the ADSs by us. With the exception of the SEC registration fee and the Financial Industry Regulatory Authority filing fee, all amounts are estimates.

SEC registration fee	US$
NYSE listing fee	
Financial Industry Regulatory Authority filing fee	
Printing and engraving expenses	
Legal fees and expenses	
Accounting fees and expenses	
Miscellaneous	
Total	US$

These expenses will be borne by us, except for underwriting discounts and commissions, which will be borne by us in proportion to the numbers of ADSs sold in the offering by us, respectively.

LEGAL MATTERS

We are being represented by Simpson Thacher & Bartlett LLP with respect to certain legal matters of United States federal securities and New York state law. The underwriters are being represented by Kirkland & Ellis International LLP with respect to certain legal matters as to United States. The validity of the Class A ordinary shares represented by the ADSs offered in this offering and legal matters as to Cayman Islands law will be passed upon for us by Conyers Dill & Pearman. Certain legal matters as to PRC law will be passed upon for us by Fangda Partners and for the underwriters by Tian Yuan Law Firm. Simpson Thacher & Bartlett LLP and Conyers Dill & Pearman may rely upon Fangda Partners with respect to matters governed by PRC law. Kirkland & Ellis International LLP may rely upon Tian Yuan Law Firm with respect to matters governed by PRC law.

EXPERTS

Our consolidated financial statements at December 31, 2015 and 2016 and in the period from April 9 to December 31, 2014 and the years ended December 31, 2015 and 2016, appearing in this registration statement, have been audited by Ernst & Young Hua Ming LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein are included in reliance on their report given on their authority as experts in accounting and auditing.

The office of Ernst & Young Hua Ming LLP is located at 50/F, Shanghai World Financial Center, 100 Century Avenue, Pudong New Area, Shanghai, People’s Republic of China.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form F-1, including relevant exhibits and schedules under the Securities Act with respect to underlying Class A ordinary shares represented by the ADSs, to be sold in this offering. A related registration statement on F-6 will be filed with the SEC to register the ADSs. This prospectus, which constitutes a part of the registration statement, does not contain all of the information contained in the registration statement. You should read the registration statement and its exhibits and schedules for further information with respect to us and our ADSs.

Immediately upon closing of this offering, we will become subject to periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. Accordingly, we will be required to file reports, including annual reports on Form 20-F, and other information with the SEC. All information filed with the SEC can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of these documents upon payment of a duplicating fee, by writing to the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. Additional information may also be obtained over the Internet at the SEC's web site at www.sec.gov.

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we intend to furnish the depositary with our annual reports, which will include a review of operations and annual audited consolidated combined financial statements prepared in conformity with U.S. GAAP, and all notices of shareholders' meeting and other reports and communications that are made generally available to our shareholders. The depositary will make such notices, reports and communications available to holders of ADSs and will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depositary from us.

QUDIAN INC.
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of Qudian Inc.,

We have audited the accompanying consolidated balance sheets of Qudian Inc. (the "Company") as of December 31, 2016 and 2015, and the related consolidated statements of comprehensive (loss)/ income, changes in shareholders' equity/ (deficit), and cash flows for the period from April 9, 2014 (date of inception) through December 31, 2014 and the years ended December 31, 2015 and 2016. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these 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 consolidated financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes 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 consolidated financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company at December 31, 2016 and 2015, and the consolidated results of its operations and its cash flows for the period from April 9, 2014 (date of inception) through December 31, 2014 and the years ended December 31, 2015 and 2016, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young Hua Ming LLP

Shanghai, the People's Republic of China
May 31, 2017

QUDIAN INC.

CONSOLIDATED BALANCE SHEETS

AS OF DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	As of December 31, 2015 RMB	As of December 31, 2016 RMB	As of December 31, 2016 US$
ASSETS:				
Current assets:				
Cash and cash equivalents (including RMB nil and RMB 431,482,823 (US$ 63,647,106) from consolidated trusts as of December 31, 2015 and 2016, respectively)		210,114,007	785,769,977	115,907,244
Short-term investments	3	49,000,000	430,200,000	63,457,879
Short-term loan principal and financing service fee receivables (net of allowance of RMB 32,381,754 and RMB 103,624,704 (US$ 15,285,458); including net deferred origination costs of RMB 11,386,922 and RMB 100,598 (US$ 14,839) as of December 31, 2015 and 2016, respectively; including RMB nil and RMB 1,003,015,844 (US$ 147,952,715) from consolidated trusts as of December 31, 2015 and 2016, respectively)	4	2,060,768,476	4,826,790,951	711,989,578
Short-term amounts due from related parties (including RMB nil and RMB 122,572,747 (US$ 18,080,443) from consolidated trusts as of December 31, 2015 and 2016, respectively)	21	34,930,175	585,905,707	86,425,694
Other current assets (net of allowance of RMB nil and RMB 11,822,819 (US$ 1,743,959) as of December 31, 2015 and 2016, respectively; including RMB nil and RMB 826,849 (US$ 121,967) from consolidated trusts as of December 31, 2015 and 2016, respectively)	5	89,734,221	300,276,624	44,293,162
Total current assets		**2,444,546,879**	**6,928,943,259**	**1,022,073,557**
Non-current assets:				
Long-term loan principal and financing service fee receivables (net of allowances of RMB 1,805,731 and RMB 1,489,035 (US$ 219,644) as of December 31 2015 and 2016, respectively)	4	177,582,270	87,822,067	12,954,445
Investment in equity method investee	6	—	65,194,817	9,616,748
Property and equipment, net	7	1,881,544	4,885,886	720,707
Intangible assets	8	28,812	128,299	18,925
Deferred tax assets	17	—	17,787,699	2,623,825
Long-term amounts due from related parties	21	1,622,318	1,000,000	147,508
Other non-current assets	9	49,933,831	11,836,980	1,746,048
Total non-current assets		**231,048,775**	**188,655,748**	**27,828,206**
TOTAL ASSETS		**2,675,595,654**	**7,117,599,007**	**1,049,901,763**

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

QUDIAN INC.

CONSOLIDATED BALANCE SHEETS — continued

AS OF DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	As of December 31, 2015 RMB	As of December 31, 2016 RMB	As of December 31, 2016 US$
LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' EQUITY/ (DEFICIT)				
Current liabilities:				
Short-term borrowings and interest payables (including short-term borrowings of the consolidated VIE without recourse to the Company of RMB 1,562,883,429 and RMB 4,183,230,858 (US$ 617,059,410) as of December 31, 2015 and 2016, respectively)	10	1,562,883,429	4,183,230,858	617,059,410
Accrued expenses and other current liabilities (including accrued expenses and other current liabilities of the consolidated VIE without recourse to the Company of RMB 48,613,878 and RMB 158,764,424 (US$ 23,419,000) as of December 31, 2015 and 2016, respectively)	11	48,613,878	215,664,919	31,812,270
Short-term amounts due to related parties (including short-term amounts due to related parties of the consolidated VIE without recourse to the Company of RMB 1,606,109,547 and RMB 19,605,313 (US$ 2,891,938) as of December 31, 2015 and 2016, respectively)	21	1,606,109,547	20,473,187	3,019,956
Guarantee liabilities (including guarantee liabilities of the consolidated VIE without recourse to the Company of RMB nil and RMB 6,207,812 (US$ 915,701) as of December 31, 2015 and 2016, respectively)	12	—	6,207,812	915,701
Income tax payable (including income tax payable of the consolidated VIE without recourse to the Company of RMB nil and RMB 102,380,663 (US$ 15,101,952) as of December 31, 2015 and 2016, respectively)		—	102,380,663	15,101,952
Total current liabilities		**3,217,606,854**	**4,527,957,439**	**667,909,289**
Non-current liabilities:				
Long-term borrowings and interest payables (including long-term borrowings of the consolidated VIE without recourse to the Company of RMB 89,357,959 and RMB 76,052,124 (US$ 11,218,286) as of December 31, 2015 and 2016, respectively)	10	89,357,959	76,052,124	11,218,286
Total non-current liabilities		**89,357,959**	**76,052,124**	**11,218,286**
Total liabilities		**3,306,964,813**	**4,604,009,563**	**679,127,575**

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

QUDIAN INC.

CONSOLIDATED BALANCE SHEETS — continued

AS OF DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	As of December 31, 2015 RMB	As of December 31, 2016 RMB	As of December 31, 2016 US$
Commitments and contingencies	23			
Mezzanine equity				
Convertible Preferred Shares	24			
Series A-1 (US$0.0001 par value; 2,616,641 shares authorized, and outstanding as of December 31, 2015 and 2016)		69,914,696	69,914,696	10,312,967
Series A-2 (US$0.0001 par value; 4,779,796 shares authorized, and outstanding as of December 31, 2015 and 2016)		127,712,583	127,712,583	18,838,609
Series B-1 (US$0.0001 par value; 38,487,004 shares authorized, and outstanding as of December 31, 2015 and 2016)		1,028,344,036	1,028,344,036	151,688,823
Series B-2 (US$0.0001 par value; 5,233,281 shares authorized, and outstanding as of December 31, 2015 and 2016)		139,829,364	139,829,364	20,625,930
Series B-3 (US$0.0001 par value; 31,865,304 shares authorized, and outstanding as of December 31, 2015 and 2016)		851,417,151	851,417,151	125,590,717
Series C-1 (US$0.0001 par value; 37,720,709 shares authorized, and outstanding as of December 31, 2015 and 2016)		1,007,869,205	1,007,869,205	148,668,624
Series C-2 (US$0.0001 par value; 19,469,603 shares authorized, and outstanding as of December 31, 2015 and 2016)		520,213,268	520,213,268	76,735,543
Series C-3 (US$0.0001 par value; 13,391,793 shares authorized, and outstanding as of December 31, 2015 and 2016)		357,818,719	357,818,719	52,781,072
Series C-4 (US$0.0001 par value; 10,823,841 shares authorized, and outstanding as of December 31, 2015 and 2016)		289,204,957	289,204,957	42,660,003
Series C-5 (US$0.0001 par value; 58,072,514 shares authorized, and outstanding as of December 31, 2015 and 2016)		1,551,654,251	1,551,654,251	228,881,190
Total mezzanine equity		**5,943,978,230**	**5,943,978,230**	**876,783,478**

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

QUDIAN INC.

CONSOLIDATED BALANCE SHEETS — continued

AS OF DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	As of December 31,			Pro forma shareholders' equity as of December 31,	
		2015	2016		2016	
		RMB	RMB	US$	(Unaudited) RMB	(Unaudited) US$
Shareholders' equity/ (deficit):						
Ordinary shares (US$0.0001 par value; 577,539,514 shares authorized, and 79,305,191 shares issued outstanding as of December 31, 2015 and 2016)		—	54,754	8,077	—	—
Class A voting ordinary shares (US$0.0001 par value; No share authorized, issued, and outstanding at December 31, 2015 and 2016, 656,508,828 shares authorized, 230,746,898 shares issued and outstanding, unaudited, pro forma)		—	—	—	164,065	24,201
Class B voting ordinary shares (US$0.0001 par value; No share authorized, issued, and outstanding at December 31, 2015 and 2016, 63,491,172 shares authorized, issued and outstanding, unaudited, pro forma)		—	—	—	45,143	6,659
Additional paid-in capital		58,324,589	80,458,209	11,868,218	2,210,284,197	326,034,280
Accumulated (deficit)/ retained earnings		(6,633,671,978)	(3,510,901,749)	(517,885,585)	303,096,039	44,709,048
Total shareholders' equity/ (deficit)		**(6,575,347,389)**	**(3,430,388,786)**	**(506,009,290)**	**2,513,589,444**	**370,774,188**
TOTAL LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' EQUITY/ (DEFICIT)		**2,675,595,654**	**7,117,599,007**	**1,049,901,763**		

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

QUDIAN INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS)/ INCOME

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31, 2015	For the year ended December 31, 2016	
		RMB	RMB	RMB	US$
Revenues:					
Financing income (including related party amounts of RMB nil, RMB 133,380 and RMB 90,539 (US$ 13,355) for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016, respectively)		21,093,779	153,554,326	1,271,455,857	187,549,725
Sales commission fee		2,925,952	62,181,657	126,693,335	18,688,262
Penalty fees		113,591	19,271,448	22,943,166	3,384,297
Loan facilitation income and others		—	—	21,753,981	3,208,883
Total revenues		**24,133,322**	**235,007,431**	**1,442,846,339**	**212,831,167**
Operating cost and expenses:					
Cost of revenue (including related party amounts of RMB nil, RMB 8,185,069 and RMB 47,336,686 (US$ 6,982,533) for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016, respectively)	13	(9,013,805)	(148,416,681)	(267,862,006)	(39,511,749)
Sales and marketing (including related party amounts of RMB nil, RMB nil and RMB 36,149,807 (US$ 5,332,380) for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016, respectively)		(46,367,532)	(192,602,650)	(182,457,597)	(26,913,929)
General and administrative		(3,502,752)	(42,425,953)	(108,786,166)	(16,046,812)
Research and development		(4,359,858)	(37,529,908)	(52,275,077)	(7,710,984)
Loss of guarantee liability		—	—	(860,989)	(127,003)
Provision for loan principal, financing service fee receivables and other receivables		(1,667,465)	(45,110,717)	(132,176,545)	(19,497,079)
Total operation cost and expense		**(64,911,412)**	**(466,085,909)**	**(744,418,380)**	**(109,807,556)**
Other operating income		**—**	**—**	**14,646,251**	**2,160,437**
(Loss)/income from operations		**(40,778,090)**	**(231,078,478)**	**713,074,210**	**105,184,048**
Interest and investment income, net	14	8,146	2,888,911	1,857,328	273,970
Foreign exchange gain/(loss), net		—	752,253	(9,651,304)	(1,423,643)
Other income	15	98	778,777	47,186	6,960
Other expenses	16	(5,186)	(6,505,207)	(1,834,352)	(270,581)
Net (loss)/income before income taxes		**(40,775,032)**	**(233,163,744)**	**703,493,068**	**103,770,754**
Income tax expenses	17	—	—	(126,840,450)	(18,709,963)
Net (loss)/income		**(40,775,032)**	**(233,163,744)**	**576,652,618**	**85,060,791**

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

QUDIAN INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS)/ INCOME — continued

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31, 2015	For the year ended December 31, 2016	
		RMB	RMB	RMB	US$
Net (loss)/income attributable to Qudian Inc.'s shareholders		**(40,775,032)**	**(233,163,744)**	**576,652,618**	**85,060,791**
Net (loss)/income per share — basic	18	(0.51)	(2.94)	7.27	1.07
Net (loss)/income per share — diluted	18	(0.51)	(2.94)	1.90	0.28
Weighted average shares outstanding — basic		79,305,191	79,305,191	79,305,191	79,305,191
Weighted average shares outstanding — diluted		79,305,191	79,305,191	303,778,745	303,778,745
Pro forma basic income per share attributable to Class A and Class B common shareholders (unaudited)	18			1.96	0.29
Pro forma diluted income per share attributable to Class A and Class B common shareholders (unaudited)	18			1.95	0.29
Class A and Class B shares used in pro forma basic income per share computation (unaudited)				294,238,070	294,238,070
Class A and Class B shares used in pro forma diluted income per share computation (unaudited)				296,251,138	296,251,138
Total comprehensive/(loss) income		**(40,775,032)**	**(233,163,744)**	**576,652,618**	**85,060,791**
Total comprehensive/(loss) income attributable to Qudian Inc.'s shareholders		**(40,775,032)**	**(233,163,744)**	**576,652,618**	**85,060,791**

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

QUDIAN INC.

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY/ (DEFICIT)

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Ordinary shares		Additional paid-in capital	Accumulated deficit	Total equity/ (deficit)
	Number of shares	Amount			
		RMB	RMB	RMB	RMB
Balance at April 9, 2014 (date of inception)	79,305,191	—	—	(5,943,978,230)	(5,943,978,230)
Share-based compensation (Note 22)	—	—	2,717,419	—	2,717,419
Net loss	—	—	—	(40,775,032)	(40,775,032)
Balance at December 31, 2014	79,305,191	—	2,717,419	(5,984,753,262)	(5,982,035,843)
Capital contribution by shareholders	—	—	422,679,605	—	422,679,605
Stock-based compensation (Note 22)	—	—	55,607,170	—	55,607,170
Shareholder distribution (Note 20)	—	—	(422,679,605)	(415,754,972)	(838,434,577)
Net loss	—	—	—	(233,163,744)	(233,163,744)
Balance at December 31, 2015	79,305,191	—	58,324,589	(6,633,671,978)	(6,575,347,389)
Capital contribution by shareholders	—	—	2,546,172,365	—	2,546,172,365
Stock-based compensation (Note 22)	—	—	22,133,620	—	22,133,620
Change in capital contribution	—	54,754	(2,546,172,365)	2,546,117,611	—
Net income	—	—	—	576,652,618	576,652,618
Balance at December 31, 2016	79,305,191	54,754	80,458,209	(3,510,901,749)	(3,430,388,786)

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

QUDIAN INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Cash flows from operating activities:				
Net (loss)/income	(40,775,032)	(233,163,744)	576,652,618	85,060,791
Adjustments to reconcile net (loss)/ income to net cash used in operating activities:				
Provision for loan principal, financing service fee receivables and other receivables	1,667,465	45,110,717	132,176,545	19,497,079
Depreciation and amortization	56,861	681,004	1,503,467	221,773
Amortization of deferred origination costs	—	17,559,933	24,602,131	3,629,008
Share-based compensation expense	2,717,419	55,607,170	22,133,620	3,264,883
Share of loss from equity method investment	—	—	4,805,183	708,802
Investment income on short-term investments	—	(764,538)	—	—
Foreign exchange (loss) gain, net	—	—	9,651,304	1,423,643
Changes in operating assets and liabilities:				
Financing service fee receivables	(1,973,141)	718,823	(48,525,142)	(7,157,840)
Receivables from related parties	(2,092,490)	2,017,359	(180,927,010)	(26,688,155)
Deferred tax assets	—	—	(17,787,699)	(2,623,825)
Other current and non-current assets	(3,416,958)	(28,177,699)	(39,046,338)	(5,759,642)
Interest payables	1,564,919	6,174,213	17,598,338	2,595,893
Payables to related parties	—	—	20,473,187	3,019,956
Guarantee liabilities	—	—	6,357,074	937,718
Other current and non-current liabilities	11,730,432	31,917,006	264,395,861	39,000,467
Net cash (used in)/ provided by operating activities	**(30,520,525)**	**(102,319,756)**	**794,063,139**	**117,130,551**
Cash flows from investing activities:				
Proceeds from redemption of short-term investments	—	828,237,006	4,529,102,112	668,078,137
Proceeds from collection of loan principal	60,100,410	2,437,826,998	27,075,216,252	3,993,807,067
Proceeds from collection of loan principal due from related parties	—	810,234	4,132,735	609,611
Realized investment income of short-term investments	—	764,538	—	—
Purchase of short-term investments	—	(877,237,006)	(4,910,302,112)	(724,308,131)
Purchases of property and equipment and intangible assets	(1,137,545)	(1,510,676)	(4,607,296)	(679,612)
Purchase of equity method investment	—	—	(70,000,000)	(10,325,550)
Payments to originate loan principal	(578,240,854)	(4,250,330,419)	(30,218,978,369)	(4,457,536,673)
Payments to originate loan principal due from related parties	—	(3,515,287)	(2,700,000)	(398,271)
Net cash used in investing activities	**(519,277,989)**	**(1,864,954,612)**	**(3,598,136,678)**	**(530,753,422)**

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

QUDIAN INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS — continued

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Cash flows from financing activities:				
Contribution from shareholders	—	422,679,605	2,546,172,365	375,580,423
Proceeds from borrowings	512,253,279	3,162,152,632	9,487,194,896	1,399,435,767
Proceeds from related parties	102,353,346	665,321,624	—	—
Refund of guarantee deposits from Funding Partners	—	62,307,707	90,375,383	13,331,079
Payments to related parties	—	—	(777,326,275)	(114,661,731)
Repayment of borrowings	(45,952,285)	(1,983,951,370)	(6,897,751,640)	(1,017,472,547)
Distribution to shareholders	—	—	(838,434,577)	(123,675,686)
Payments for IPO expenditure	—	—	(450,000)	(66,379)
Payment of guarantee deposits to Funding Partners	(16,926,996)	(153,050,653)	(230,050,643)	(33,934,277)
Net cash provided by financing activities	**551,727,344**	**2,175,459,545**	**3,379,729,509**	**498,536,649**
Net increase in cash and cash equivalents	1,928,830	208,185,177	575,655,970	84,913,778
Cash and cash equivalents at beginning of the year	—	1,928,830	210,114,007	30,993,466
Cash and cash equivalents at end of period	**1,928,830**	**210,114,007**	**785,769,977**	**115,907,244**
Supplemental disclosures of cash flow information:				
Income taxes paid	—	—	54,370,824	8,020,123
Interest expense paid	6,242,324	116,668,440	193,351,692	28,520,893

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

QUDIAN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

1. Organization

Qudian Inc. (the "Company", and where appropriate, the term "Company" also refers to its subsidiaries, variable interest entity and subsidiaries of the variable interest entity as a whole) is a limited company incorporated in the Cayman Islands under the laws of the Cayman Islands on November 16, 2016. The Company, through its subsidiaries, variable interest entity ("VIE") and subsidiaries of the VIE, are principally engaged in the operation of online platforms to provide small cash credit products in the People's Republic of China (the "PRC"). The Company does not conduct any substantive operations of its own. As PRC law and regulations prohibit foreign control of companies involved in internet value-added business, the Company conducts its primary business operations through its VIE and the subsidiaries of the VIE.

In preparation of its initial public offering in the United States, the Company was restructured on December 9, 2016 (the "Restructuring date") in order to establish the Company as the parent company. As part of the restructuring, the business operations of the VIE were transferred to the Company. In return, the Company issued 79,305,191 of ordinary shares to Qufenqi Holding Limited, a company wholly owned by Mr. Luo Min ("the Founder"), as well as 2,616,641 of Series A-1 preferred shares, 4,779,796 of Series A-2 preferred shares (collectively "Series A"), 38,487,004 of Series B-1 preferred shares, 5,233,281 of Series B-2 preferred shares, 31,865,304 of Series B-3 preferred shares (collectively "Series B"), 37,720,709 of Series C-1 preferred shares, 19,469,603 of Series C-2 preferred shares, 13,391,793 of Series C-3 preferred shares, 10,823,841 of Series C-4 preferred shares and 58,072,514 of Series C-5 preferred shares (collectively "Series C") to the same group of third party shareholders of the VIE.

As the shareholdings in the Company and the VIE were identical immediately before and after the restructuring, the transaction was accounted for under common ownership, in a manner similar to a pooling of interests. Therefore, the accompanying consolidated financial statements have been prepared as if the corporate structure of the Company had been in existence since the beginning of the periods presented. Furthermore, the Series A, B and C preferred shares were recorded at fair value on the Restructuring date and presented on a retroactive basis.

As of December 31, 2016, the Company's subsidiaries, VIE and subsidiaries of the VIE are as follows:

Entity	Date of incorporation	Place of incorporation	Percentage of legal ownership by the Company	Principal activities
Subsidiaries				
QD Data Limited ("Qudian HK")	December 2, 2016	Hong Kong ("HK")	100%	Investment holding
QD Technologies Limited ("Qudian BVI")	November 23, 2016	British Virgin Islands ("BVI")	100%	Investment holding
Qufenqi (Ganzhou) Information Technology Co., Ltd. ("Qufenqi Ganzhou")	September 5, 2016	PRC	100%	Investment holding, research and development
Qudian Inc. Equity Incentive Trust ("Share Based Payment Trust")	December 30, 2016	HK	Nil	Employee benefits
VIE				
Beijing Happy Time Technology Co., Ltd. ("Beijing Happy Time")	April 9, 2014	PRC	Nil	Technology development and service, sale of products

QUDIAN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

1. Organization — continued

Entity	Date of incorporation	Place of incorporation	Percentage of legal ownership by the Company	Principal activities
Subsidiaries of the VIE				
Qufenqi (Beijing) Information Technology Co., Ltd. ("Qufenqi Beijing")	August 15, 2014	PRC	Nil	Technology development and service
Beijing Happy Fenqi Technology Development Co., Ltd. ("Beijing Happy Fenqi")	November 19, 2014	PRC	Nil	Technology development and service
Tianjin Happy Time Technology Development Co., Ltd. ("Tianjin Happy Time")	March 20, 2015	PRC	Nil	Technology development and service, sale of products
Tianjin Qufenqi Technology Co., Ltd. ("Tianjin Qufenqi")	June 5, 2015	PRC	Nil	Technology development and service, sale of products
Tianjin Happy Fenqi Technology Development Co., Ltd. ("Tianjin Happy Fenqi")	September 6, 2015	PRC	Nil	Technology development and service
Tianjin Happy Share Asset Management LLP ("Tianjin Happy Share")	December 15, 2015	PRC	Nil	Investment holding
Ganzhou Happy Fenqi Technology Development Co., Ltd. ("Ganzhou Happy Fenqi")	March 21, 2016	PRC	Nil	Technology development and service, sale of products
Ganzhou Happy Fenqi Network Service Co., Ltd. ("Ganzhou Happy Fenqi Network")	March 21, 2016	PRC	Nil	Technology development and service, sale of products
Fuzhou Happy Time Technology Development Co., Ltd. ("Fuzhou Happy Time")	March 30, 2016	PRC	Nil	Technology development and service, sale of products
Fuzhou High-tech Zone Microcredit Co., Ltd. ("Fuzhou Microcredit")	May 19, 2016	PRC	Nil	Credit service
Ganzhou Happy Time E-commerce Co., Ltd. ("Ganzhou E-commerce")	September 12, 2016	PRC	Nil	Technology development and service, sale of products
Hunan Happy Time Technology Development Co., Ltd. ("Hunan Happy Time")	November 24, 2016	PRC	Nil	Technology development and service, sale of products
Ganzhou Happy Life Network Microcredit Co., Ltd. ("Ganzhou Microcredit")	December 14, 2016	PRC	Nil	Credit service
Bohai–Qudian Consumer Loan Single Capital Trust (the "Trust I")	November 7, 2016	PRC	Nil	Loan issuance
Bohai–Qudian Consumer Loan Single Capital Trust (the "Trust II")	December 20, 2016	PRC	Nil	Loan issuance
Bohai–Qudian Consumer Loan Single Capital Trust (the "Trust III")	December 29, 2016	PRC	Nil	Loan issuance

1. Organization — continued

On November 23, 2016, the Company set up a wholly-owned subsidiary, Qudian BVI in the BVI. On December 2, 2016, the Company set up another wholly-owned subsidiary, Qudian HK in Hong Kong. On December 5, 2016, the Company transferred all of its shares of Qudian HK to Qudian BVI. On December 9, 2016, Qudian HK acquired all the equity interests of Qufenqi Ganzhou from Qufenqi (HK) Limited (an entity controlled by the Founder, "Qufenqi HK"), for a consideration of US$100,000. On December 9, 2016, Beijing Happy Time signed a series of contractual agreements with Qufenqi Ganzhou and its shareholders (the "VIE Agreements")

As PRC laws and regulations prohibit and restrict foreign ownership of internet value-added businesses, the Company operates its business, primarily through the VIE and the subsidiaries of the VIE. The Company, through Qufenqi Ganzhou entered into power of attorney and an exclusive call option agreement with the nominee shareholders of the VIE, that gave Qufenqi Ganzhou the power to direct the activities that most significantly affect the economic performance of the VIE and to acquire the equity interests in the VIE when permitted by the PRC laws, respectively. Certain exclusive agreements have been entered into with the VIE through Qufenqi Ganzhou, which obligate Qufenqi Ganzhou to absorb a majority of the risk of loss from the VIE's activities and entitles Qufenqi Ganzhou to receive a majority of their residual returns. In addition, the Company has entered into a share pledge agreement for the equity interests in the VIE held by the nominee shareholders of the VIE. On February 15, 2017, Qudian Inc. agreed to provide unlimited financial support to the VIE for its operations. In addition, pursuant to the resolution of all shareholders of the Company and the resolution of the board of directors of the Company (the "Resolutions"), the board of directors of the Company (the "Board") or any officer authorized by the Board (the "Authorized Officer") shall cause Qufenqi Ganzhou to exercise the rights under the power of attorney entered into among Qufenqi Ganzhou, the VIE and the nominee shareholders of the VIE and Qufenqi Ganzhou's rights under the exclusive call option agreement between Qufenqi Ganzhou and the VIE on December 9, 2016. As a result of the Resolutions and the provision of unlimited financial support from the Company to the VIE, Qudian Inc. has been determined to be most closely associated with the VIE within the group of related parties and was considered to be the Primary Beneficiary.

Despite the lack of technical majority ownership, there exists a parent-subsidiary relationship between Qufenqi Ganzhou and the VIE through the aforementioned agreements with the nominee shareholders of the VIE. The nominee shareholders of the VIE effectively assigned all of their voting rights underlying their equity interest in the VIE to Qufenzi Ganzhou. In addition, through the exclusive business operations agreement and financial support undertaking letter, Qufenzi Ganzhou demonstrates its ability and intention to continue to exercise the ability to absorb substantially all of the profits and all of the expected losses of the VIE. The VIE is subject to operating risks, which determine the variability of the Company's interest in those entities. Based on these contractual arrangements, the Company consolidates the VIE in accordance with SEC Regulation S-X Rule 3A-02 and Accounting Standards Codification ("ASC") topic 810 ("ASC 810"), *Consolidation*, because the Company holds all the variable interests of the VIE through Qufenzi Ganzhou.

The following is a summary of the VIE Agreements:

(1) Power of Attorney Agreements:

Pursuant to the power of attorney signed between Beijing Happy Time's nominee shareholders and Qufenqi Ganzhou, each nominee shareholder irrevocably appointed Qufenqi Ganzhou as its attorney-in-fact to exercise on

1. Organization — continued

each shareholder's behalf any and all rights that each shareholder has in respect of its equity interest in Beijing Happy Time (including but not limited to executing the exclusive right to purchase agreements, the voting rights and the right to appoint directors and executive officers of Beijing Happy Time). This agreement is effective and irrevocable as long as the nominee shareholder remains a shareholder of Beijing Happy Time.

(2) Exclusive Call Option Agreement:

Pursuant to the exclusive call option agreement entered into between Beijing Happy Time's nominee shareholders and Qufenqi Ganzhou, the nominee shareholders irrevocably granted Qufenqi Ganzhou a call option to request the nominee shareholders to transfer or sell any part or all of its equity interests in the VIE, or any or all of the assets of VIE, to Qufenqi Ganzhou, or their designees. The purchase price of the equity interests in the VIE shall be equal to the minimum price required by PRC law. As for the assets of VIE, the purchase price should be equal to the book value of the assets or the minimum price as permitted by applicable PRC law, whichever is higher. Without Qufenqi Ganzhou's prior written consent, the VIE and its nominee shareholders shall not amend its articles of association, increase or decrease the registered capital, sell or otherwise dispose of its assets or beneficial interest, create or allow any encumbrance on its assets or other beneficial interests and provide any loans or guarantees, etc. The nominee shareholders cannot request any dividends or other form of assets. If dividends or other form of assets were distributed, the nominee shareholders shall transfer all received distribution to Qufenqi Ganzhou or their designees. This agreement is not terminated until all of the equity interest of the VIE has been transferred to Qufenqi Ganzhou or the person(s) designated by Qufenqi Ganzhou. None of the nominee shareholders have the right to terminate or revoke the agreement under any circumstance unless otherwise regulated by law.

(3) Exclusive Business Cooperation Agreement:

Pursuant to the exclusive business cooperation agreement entered into by Qufenqi Ganzhou and Beijing Happy Time and its subsidiaries, Qufenqi Ganzhou provides exclusive technical support and consulting services in return for fees based on 100% of Beijing Happy Time's profit before tax, which is adjustable at the sole discretion of Qufenqi Ganzhou. Without Qufenqi Ganzhou's consent, the VIE and its subsidiaries cannot procure services from any third party or enter into similar service arrangements with any other third party, except for those from Qufenqi Ganzhou. In addition, the profitable consolidated VIE and its subsidiaries has granted Qufenqi Ganzhou an exclusive right to purchase any or all of the business or assets of each of the profitable consolidated VIE and its subsidiaries at the lowest price permitted under PRC law. This agreement is irrevocable or can only be unilaterally revoked/amended by Qufenqi Ganzhou.

(4) Equity Pledge Agreement:

Pursuant to the equity interest pledge agreements, each nominee shareholder of the VIE has pledged all of their respective equity interests in the VIE to Qufenqi Ganzhou as continuing first priority security interest to guarantee the performance of their and the VIE's obligations under the power of attorney agreement, the exclusive call option agreement and the exclusive business cooperation agreement. Qufenqi Ganzhou is entitled to all dividends during the effective period of the share pledge except as it agrees otherwise in writing. If Beijing Happy Time or any of the nominee shareholder breaches its contractual obligations, Qufenqi Ganzhou will be entitled to certain rights regarding the pledged equity interests, including receiving proceeds from the auction or

QUDIAN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

1. Organization — continued

sale of all or part of the pledged equity interests of Beijing Happy Time in accordance with PRC law. None of the nominee shareholders shall, without the prior written consent of Qufenqi Ganzhou, assign or transfer to any third party, distribute dividends and create or cause any security interest and any liability in whatsoever form to be created on, all or any part of the equity interests it holds in the VIE. This agreement is not terminated until all of the technical support and consulting and service fees have been fully paid under the exclusive business cooperation agreement and all of Beijing Happy Time's obligations have been terminated under the other controlling agreements. On February 23, 2017, the Company registered the equity pledge with the relevant office of the administration for industry and commerce in accordance with the PRC Property Rights Law.

Subsequently, in February 2017, the following agreements were entered into:

(1) Financial support undertaking letter

Pursuant to the financial support undertaking letter, the Company is obligated and hereby undertakes to provide unlimited financial support to the VIE, to the extent permissible under the applicable PRC laws and regulations, whether or not any such operational loss is actually incurred. The Company will not request repayment of the loans or borrowings if the VIE Entity or its shareholders do not have sufficient funds or are unable to repay.

(2) Resolutions of all shareholders and resolution of the board of directors of Qudian Inc. (the "Resolutions")

The shareholders and the Board of Directors resolved that the Board of Directors or any officer authorized by the Board of Directors shall cause Qufenqi Ganzhou to exercise its rights under the power of attorney agreements and the exclusive call option agreement when the Board of Directors or the Authorized Officer determines that such exercise is in the best interests of the Company and Qufenqi Ganzhou to do so.

In the opinion of the Company's legal counsel, (i) the ownership structure of the PRC subsidiaries and the VIE, both currently and immediately after giving effect to the initial public offering, does not and will not violate applicable PRC laws and regulations; (ii) each of the VIE Agreements is valid, binding and enforceable in accordance with its terms and applicable PRC laws or regulations and will not violate applicable PRC laws or regulations; (iii) the financial support letter issued by the PRC subsidiaries to the VIE, dated as of December 9, 2016, does not violate the PRC laws and regulations (iv) the resolutions contained in the Resolutions are valid in accordance with the articles of association of the Company and Cayman Island Law.

However, uncertainties in the PRC legal system could cause the Company's current ownership structure to be found in violation of existing and/or future PRC laws or regulations and could limit the Company's ability to enforce its rights under these contractual arrangements. Furthermore, the nominee shareholders of the VIE may have interests that are different than those of the Company, which could potentially increase the risk that they would seek to act contrary to the terms of the contractual agreements with the VIE.

In addition, if the current structure or any of the contractual arrangements were found to be in violation of any existing or future PRC laws or regulations, the Company could be subject to penalties, which could include, but not be limited to, revocation of business and operating licenses, discontinuing or restricting business operations, restricting the Company's right to collect revenues, temporary or permanent blocking of the Company's internet

QUDIAN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

1. Organization — continued

financial services platforms, restructuring of the Company's operations, imposition of additional conditions or requirements with which the Company may not be able to comply, or other regulatory or enforcement actions against the Company that could be harmful to its business. The imposition of any of these or other penalties could have a material adverse effect on the Company's ability to conduct its business.

Except for all assets of the consolidated trusts and the deposits that were held by Peer-to-Peer lending platforms ("P2P platforms"), banks and other institutions, which including private financial assets trading platform, trust investors and other funding partners, (collectively referred as the "Funding Partners") as guarantee deposits, there was no other pledge or collateralization of the VIE's assets. Creditors of the VIE have no recourse to the general credit of the Company, who is the primary beneficiary of the VIE, through its 100% controlled subsidiary Qufenqi Ganzhou. The Company has not provided any financial or other support that it was not previously contractually required to provide to the VIE during the periods presented. The table sets forth the assets and liabilities of the VIEs included in the Company's consolidated balance sheets:

	As of December 31,		
	2015	2016	
	RMB	RMB	US$
Loan principal and financing service fee receivables	2,060,768,476	4,826,790,951	711,989,578
Other current assets	383,778,403	2,096,813,435	309,296,453
Total current assets	**2,444,546,879**	**6,923,604,386**	**1,021,286,031**
Total non-current assets	231,048,775	188,655,748	27,828,206
Total assets	**2,675,595,654**	**7,112,260,134**	**1,049,114,237**
Total current liabilities	3,217,606,854	4,470,189,070	659,388,001
Total non-current liabilities	89,357,959	76,052,124	11,218,286
Total liabilities	**3,306,964,813**	**4,546,241,194**	**670,606,287**

The table sets forth the results of operations of the VIE included in the Company's consolidated statements of comprehensive (loss)/income:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Revenues	24,133,322	235,007,431	1,442,846,339	212,831,167
Net (loss)/ income	(40,775,032)	(233,163,744)	650,872,408	96,008,793

QUDIAN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

1. Organization — continued

The table sets forth the cash flows of the VIE included in the Company's consolidated statements of cash flows:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Net cash (used in)/ provided by operating activities	(30,520,525)	(102,319,756)	793,604,997	117,062,971
Net cash used in investing activities	(519,277,989)	(1,864,954,612)	(3,598,136,678)	(530,753,423)
Net cash provided by financing activities	551,727,344	2,175,459,545	3,380,179,509	498,603,028

As of December 31, 2015 and 2016, except for all assets of the consolidated trusts, the deposits that were held by the Funding Partners as guarantee deposits, there was no pledge or collateralization of the VIE's assets. The amount of the net liability of the VIE was RMB 631 million as of December 31, 2015. The amount of the net asset of the VIE was RMB 2,566 million (US$379 million) as of December 31, 2016. The creditors of the VIE's third-party liabilities did not have recourse to the general credit of the Primary Beneficiary in the normal course of business. The Company did not provide or intend to provide financial or other supports not previously contractually required to the VIE during the periods presented.

Consolidated trusts

Since November 2016, the Company established several trusts to invest in loans through the Company's platform using both funds from third party and the Company. Such trusts are administered by a third party trust company as the trustee. The Company provides loan facilitating and financial guarantee to the trusts.

All assets of the consolidated trusts are collateral for the trusts' obligations and can only be used to settle the trusts' obligations.

On December 30, 2016, the board of the Company approved and set up the Share Based Payment Trust for the purpose of holding options awarded to certain employees and the underlying shares before they are exercised as instructed by the employees. Upon the options are exercised, the shares will be transferred to the relevant employees. As the Company has the power to govern the financial and operating policies of the Share Based Payment Trust and derives benefits from the contributions of the employees who have been awarded the options of the Company through their continued employment with the Company, the assets and liabilities of the Share Based Payment Trust are included in the consolidated balance sheets.

2. Summary of Significant Accounting Policies

Basis of presentation

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

2. Summary of Significant Accounting Policies — continued

Principles of consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries, VIE and the subsidiaries of the VIE. All inter-company transactions and balances have been eliminated.

Pro forma information (unaudited)

The unaudited pro forma balance sheet information as of December 31, 2016 assumes (i) the automatic conversion of all of the outstanding Convertible Preferred Shares into 222,460,486 ordinary shares on a 1:1 basis upon the completion of the Qualified IPO, (ii) the cancellation of 15,814,019 ordinary shares held by Qufenqi Holding Limited owned by Tianjin Happy Share under the entrustment arrangement in April 2017, (iii) the issuance of 13,865,219 ordinary shares to a trustee for the benefit of certain employees in April 2017 related to share options granted to such employees, net of 5,578,807 ordinary shares underlying unvested options that are issued but deemed to be not outstanding as of May 31, 2017, (iv) the designation of all ordinary shares owned by Mr. Min Luo into 63,491,172 Class B ordinary shares on a 1:1 basis upon the completion of the Qualified IPO, (v) the designation of all of the remaining outstanding ordinary shares and the automatic conversion of all outstanding Convertible Preferred Shares into 230,746,898 Class A ordinary shares on a 1:1 basis upon the completion of the Qualified IPO.

Use of estimates

The preparation of 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, disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant accounting estimates reflected in the Company's consolidated financial statements include, but are not limited to, allowance for loan principal and financing service fee receivables, allowance for the receivables from suppliers, share-based compensation, valuation allowance for deferred tax assets, goodwill, uncertain tax positions and fair value of investments and guarantee liabilities. Actual results could differ from these estimates.

Revenue recognition

Credit services

The Company generates revenues primarily by providing borrowers with merchandise and cash installment credit financing. The Company records financing service fee relating to loan principal derived from these credit services over the life of the underlying loan principal using the effective interest method on unpaid principal amounts. Incentives provided to certain borrowers and deferred origination costs are recorded as a reduction in financing service fees using the effective interest method. Such financing service fees are recorded as financing income in the consolidated statements of comprehensive (loss)/income.

2. Summary of Significant Accounting Policies — continued

Revenue recognition — continued

Credit services — continued

The incentives are provided to certain borrowers and can only be applied as a reduction to the borrower's repayments and cannot be withdrawn by the borrowers in cash.

The loan origination costs primarily include payments to vendors for individual credit assessments and commissions to individuals directly involved in the successful loan origination.

Financing income

Borrowers can withdraw cash ("cash installment credit services") or purchase products (e.g. personal consumer electronics) ("merchandise installment credit services") up to their approved credit limit and elect the installment repayment period, mainly ranging from 1 to 36 installments (either weekly or monthly) through the Company's online website and application (collectively "financing platform") or via borrowers' Alipay accounts. The Company charges financing service fees for facilitating the financing, managing the financing platform and for acting as a guarantor for the financing. The financing service fees are recorded as financing income in the statement of comprehensive (loss)/ income in accordance with ASC 310. The Company may subsequently transfer the loans to Funding Partners.

Penalty fees

The Company charges borrowers penalty fees for late repayment of credit services. The penalty fee is calculated based on the number of overdue days of loan principals and the late payment rate. As collectability is not reasonably assured, the penalty fee is recorded on a cash basis. Penalty fees are recorded in revenue in the consolidated statements of comprehensive (loss)/income.

Sales commission fees

In addition to financing income, the Company earns a margin from its merchandise installment credit services on the products purchased from suppliers on behalf of the borrowers. The margin earned is fixed based on the retail sales price without considering the financing terms chosen by the borrower.

Sales commission fees is recorded net of the related cost on delivery date, as the Company does not assume inventory risk for the products and is considered to be an agent in accordance with ASC 605. Additionally, the Company is not responsible for providing any post-sale support to the borrowers nor does the Company make any changes to the products purchased by the borrowers. Accordingly, the Company recognizes the sales commission fees when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable and collection is probable.

Multiple element revenue recognition

The Company entered into the credit facilitation arrangement with financial institutions. The Company matches borrowers with the financial institutions which directly funds the credit drawdowns to the borrowers and provides

2. Summary of Significant Accounting Policies — continued

Revenue recognition — continued

Multiple element revenue recognition — continued

post-origination services, for example, short messaging reminder services throughout the term of the loans. For each successful match, the Company earns an initial intermediary fee and a recurring service fee throughout the term of the loans. Borrowers make repayments directly to the consumer finance company and the consumer finance company will then remit the initial intermediary fees and recurring service fees to the Company on a periodic basis. The two deliverables provided by the Company are loan facilitation services and post origination services. In addition, the Company provides a guarantee to the financial institutions which requires the Company to make payments to the financial institutions based on the overdue rate of the credit portfolio under this arrangement. The Company considers the loan facilitation services and the post origination services as a multiple element revenue arrangement, and the financial institutions as the sole customer in the arrangement. The Company first allocates the consideration to the guarantee liability equaling to the fair value of the guarantee liability. The remaining consideration is allocated to the loan facilitation services and post origination services. The Company does not have vendor specific objective evidence, or VSOE, of selling price for the loan facilitation services and post origination services because the Company does not provide loan facilitation services or post origination services on a standalone basis. There is also no third-party evidence of the prices charged by third-party service providers when such services are sold separately as the basis of revenue allocation. As a result, the Company uses the best estimate of selling prices of loan facilitation services and post origination services as the basis of revenue allocation. Nevertheless, the amount allocated to the delivered loan facilitation services is limited to the amount that is not contingent on the delivery of the undelivered post origination services in accordance with ASC 605-25. The loan facilitation services and post origination services are recorded as loan facilitation income and others in the consolidated statements of comprehensive (loss)/income.

For loan facilitation services, post origination services and sales commission fees, the Company recognizes revenue when the following four revenue recognition criteria are met: (i) persuasive evidence of an arrangement exists, (ii) services have been rendered, (iii) the fee is fixed or determinable, and (iv) collectability is reasonably assured, in accordance with ASC 605, *Revenue Recognition* ("ASC 605"). As collectability is uncertain in relation to the remaining loan facilitation services income due to the potential default by borrowers such that they are not considered to be fixed or determinable, the remaining loan facilitation service income is recorded on a cash basis.

Foreign currency translation and transactions

The functional currency of the Company, Qudian BVI and Qudian HK is US$. The Company's subsidiaries, VIE and subsidiaries of the VIE with operations in the PRC adopted RMB as their functional currencies. The determination of the respective functional currency is based on the criteria stated in ASC 830, *Foreign Currency Matters*. The Company uses RMB as its reporting currency. The financial statements of the Company, Qudian BVI and Qudian HK are translated into RMB using the exchange rate as of the balance sheet date for assets and liabilities and average exchange rate for the year for income and expense items. Translation gains and losses are recorded in accumulated other comprehensive (loss)/income, as a component of shareholders' equity/(deficit).

Transactions in currencies other than the functional currency are measured and recorded in the functional currency at the exchange rate prevailing on the transaction date.

2. Summary of Significant Accounting Policies — continued

Foreign currency translation and transactions — continued

Monetary assets and liabilities denominated in currencies other than the functional currency are remeasured into the functional currency at the rates of exchange prevailing at the balance sheet dates. Transaction gains and losses are recognized in the consolidated statements of comprehensive (loss)/income during the period or year in which they occur.

Cash and cash equivalents

Cash and cash equivalents primarily consist of cash and demand deposits which are highly liquid. The Company considers highly liquid investments that are readily convertible to known amounts of cash and with original maturities from the date of purchase of three months or less to be cash equivalents. All cash and cash equivalents are unrestricted as to withdrawal and use.

Guarantee deposits

In the ordinary course of business, the loan principal advanced by the Company to borrowers are transferred to its Funding Partners. The Company is required to guarantee the recoverability of the loan principal and interest. As a result, the Company may provide a cash deposit to the respective Funding Partners. The cash deposits are released only after the loan principal and interest are settled. Guarantee deposits represent cash that cannot be withdrawn without the permission of the Funding Partners. These guarantee deposits qualify as compensating balance arrangements under SEC Regulation S-X Rule 5-02, and are classified as current or non-current assets in the consolidated balance sheets based on the terms of the underlying borrowing arrangements (Note 5.1 and 9.1).

Loan principal and financing service fee receivables

Loan principal and financing service fee receivables represent payments due from borrowers that utilize the Company's credit services. Loan principal and financing service fee receivables are recorded at amortized cost (i.e. unpaid principal and deferred origination costs), net of allowance for loan principal. Deferred origination costs are netted against revenue and amortized over the financing term using the effective interest method.

Allowance for loan principal and financing service fee receivables

The Company considers the loans to be homogenous as they are all unsecured consumer loans of similar principal amounts. The profile of the borrowers are also similar i.e. age, credit histories and employment status. Therefore, the Company applies a consistent credit risk management framework to the entire portfolio of loans in accordance with ASC 450-20.

The allowance for loan principal and financing service fee receivables is calculated based on historical loss experience using a roll rate-based model. The roll rate-based model stratifies the loan principal and financing service fee receivables by delinquency stages (i.e., current, 1-30 days past due, and 31-60 days past due etc.) and projected forward in one-month increments using historical roll rates. In each month of the simulation, losses on the loan principal and financing service fee receivables types are captured, and the ending delinquency

2. Summary of Significant Accounting Policies — continued

Allowance for loan principal and financing service fee receivables — continued

stratification serves as the beginning point of the next iteration. This process is repeated on a monthly rolling basis. The loss rate calculated for each delinquency stage is then applied to the respective loan principal and financing service fees balance. The Company adjusts the allowance that is determined by the roll rate-based model for various Chinese macroeconomic factors i.e. gross-domestic product rates, per capita disposable income, interest rates and consumer price indexes. Each of these macroeconomic factors are equally weighted, and a score is applied to each factor based on year-on-year increases and decreases in that respective factor.

Loan principal and financing service fee receivables are charged off when a settlement is reached for an amount that is less than the outstanding balance or when the Company has determined the balance is uncollectable. In general, the Company considers loan principal and financing service fee receivables meeting any of the following conditions as uncollectable and charged-off: (i) death of the borrower; (ii) identification of fraud, and the fraud is officially reported to and filed with relevant law enforcement departments or (iii) the amount remained outstanding 180 days past due and therefore deemed uncollectible.

Nonaccrual loan principal and financing service fee receivables

The Company does not accrue financing service fee on loan principals that are considered impaired or are more than 90 days past due. A corresponding allowance is determined under ASC 450-20 and allocated accordingly. After an impaired financing service fee receivable has been placed on nonaccrual status, financing service fee will be recognized when cash is received on a cash basis cost recovery method by applying first to reduce principal and then to financing income thereafter. Financing service fee accrued but not received is generally reversed against financing income. Financing service fee receivables may be returned to accrual status after all of the borrower's delinquent balances of loan principal and financing service fee have been settled and the borrower remains current for an appropriate period.

Borrowings

The Company facilitates credit to borrowers and then transfers certain loan principals to the Funding Partners. The payment terms with the Funding Partners range from 13 days to 34 months at varying annual interest rates. Although the loan principals are transferred to the Funding Partners, the loan principals are not derecognized upon transfer, as they are not legally isolated in accordance with ASC 860, *Transfers and servicing*. In accordance with PRC law, the Company should give a notice regarding the loan transfer to the borrower, otherwise the transfer will not be effective for the borrower. As the Company did not provide such notice to the borrower, the transfer of the loan cannot be effective for the borrower. Therefore, the borrower is still obligated to repay the loan to the Company. Additionally, the terms of the transfer require the Company to guarantee the principal and interest, in case of default by the borrowers. As a result, the transfer of the loan principal is not accounted for as a sale, and the loan principal remains on the Company's consolidated balance sheets, whilst the funds received from the Funding Partners are recorded as Borrowings in the Company's consolidated balance sheets. Borrowings are initially recognized at fair value which is the cash received from Funding Partners, and measured subsequently at amortized cost using the effective interest method.

2. Summary of Significant Accounting Policies — continued

Borrowings — continued

The Company's consolidated trust's payable to the third party beneficiary is initially recognized equaling to the cash received from the beneficiary and measured subsequently at amortized cost using the effective interest method.

Guarantee liabilities

As part of the Company's cooperation with various financial institutions, the Company provides guarantee on the principal and accrued interest repayment of the defaulted loans to the financial institutions, even in the event the loans are subsequently sold by the financial institutions.

The financial guarantee is accounted for as a credit derivative under ASC 815 because the scope exemption in ASC815-10-15-58(c) is not met. The guarantee liability is remeasured at each reporting period. The change in fair value of the guarantee liability is recorded as loss of guarantee liability in the consolidated statements of comprehensive (loss)/income. When the Company settles the guarantee liability through performance of the guarantee by making requisite payments on the respective defaulted loans, the Company records a corresponding deduction the guarantee liability. Subsequent collection from the borrower through the financial institutions will be recognized as a reversal of deduction to guarantee liabilities.

Fair value measurements of financial instruments

Financial instruments include guarantee deposits, short-term investments, loan principal and financing service fee receivables, amounts due to related parties, short-term and long-term borrowings, and guarantee liability. The carrying amount of the financial instruments, except for long-term loan principal and long-term borrowings, approximate fair value because of their short maturities. The short-term investments are carried at fair value. The Company's short-term investments comprise of monetary wealth management products which are classified as held for trading. The fair value of such monetary wealth management products are determined based on the quoted subscription/ redemption price published by the investment manager of the products.

Fair value of guarantee liabilities

The fair value of the guarantee liability recorded at the inception of the loan was estimated using a discounted cash flow model based on our expected payouts from the arrangement with the financial institutions. The Company estimates its expected future payouts based on estimates of expected delinquency rate and a discount rate for time value.

2. Summary of Significant Accounting Policies — continued

Property and equipment, net

Property and equipment are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method with the residual value based on the estimated useful lives of the class of asset, which range as follows:

Category:	Estimated Useful Life	Estimated Residual
Office and electronic equipment	3-5 years	0%-5%
Leasehold improvements	Over the shorter of the expected life of leasehold improvements or the lease term	0%

Costs associated with the repair and maintenance of property and equipment are expensed as incurred.

Intangible assets

Intangible assets represent purchased computer software. These intangible assets are amortized on a straight line basis over their estimated useful lives of the respective assets, which varies from 1-10 years.

Research and development

Research and development expenses are primarily incurred in the development of new services, new features and general improvement of the Company's technology infrastructure to support its business operations. Research and development costs are expensed as incurred unless such costs qualify for capitalization as software development costs. In order to qualify for capitalization, (i) the preliminary project should be completed, (ii) management has committed to funding the project and it is probable that the project will be completed and the software will be used to perform the function intended, and (iii) it will result in significant additional functionality in the Company's services. No research and development costs were capitalized during any period and year presented as the Company has not met all of the necessary capitalization requirements.

Impairment of long-lived assets and intangible assets with definite lives

Long-lived assets including intangible assets with definite lives, are assessed for impairment, whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable in accordance with ASC 360, *Property, Plant and Equipment*. The Company measures the carrying amount of long-lived assets against the estimated undiscounted future cash flows associated with it. Impairment exists when the estimated undiscounted future cash flows are less than the carrying value of the asset being evaluated. Impairment loss is calculated as the amount by which the carrying value of the asset exceeds its fair value. No impairment loss was recognized, for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016, respectively.

Employee defined contribution plan

Full time employees of the Company in the PRC participate in a government mandated multi-employer defined contribution plan pursuant to which certain pension benefits, medical care, unemployment insurance, employee

2. Summary of Significant Accounting Policies — continued

Employee defined contribution plan — continued

housing fund and other welfare benefits are provided to employees. Chinese labor regulations require that the Company make contributions to the government for these benefits based on a certain percentage of the employee's salaries. The Company has no legal obligation for the benefits beyond the contributions. The total amount that was expensed as incurred, was RMB 1,055,844, RMB 14,510,236 and RMB 16,070,410 (US$2,370,512) for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016, respectively.

Advertising costs

Advertising costs are expensed as incurred in accordance with ASC 720-35 *Other Expense-Advertising costs*. Advertising costs were RMB2,140,699, RMB 56,366,748 and RMB 67,258,213 (US$9,921,115) for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016, respectively. Advertising costs are included in sales and marketing expense in the consolidated statements of comprehensive (loss)/ income.

Government grants

Government grants include cash subsidies received by the Company's entities in the PRC from local governments as incentives for investing in certain local districts, and are typically granted based on the amount of investment made by the Company in form of registered capital or taxable income generated by the Company in these local districts. Such grants allow the Company full discretion in utilizing the funds and are used by the Company for general corporate purposes. The local governments have final discretion as to whether the Company met all of the criteria to be entitled to the subsidies. The Company does not in all instances receive written confirmation from local governments indicating the approval of the cash subsidies before cash is received. Cash subsidies of RMB nil, RMB730,000 and RMB nil are included in other non-operating income for the period from April 9, 2014 (date of inception) through December 31, 2014 and the year ended December 31, 2015, and 2016, respectively. Refunds for the value-added taxes paid of RMB nil, RMB nil and RMB 14,646,251 (US$2,160,437) are included in other operating income. Refunds for the corporate income taxes paid of RMB nil, RMB nil and RMB 12,123,338 (US$1,788,288) are recognized as deduction of income tax expense. Cash subsidies are recognized as other non-operating income when received and all the conditions for their receipt have been satisfied.

Value added taxes

Since its inception, Beijing Happy Time was certified as a small-scale VAT taxpayer whose applicable tax rate was 3%. In February 2015, it changed its status to a general VAT taxpayer (applicable tax rate: 6%), as approved by Chaoyang District Bureau of State Taxation. Beijing Happy Fenqi, a subsidiary of the VIE, is a small-scale VAT taxpayer with an applicable VAT rate of 3%. The other subsidiaries of the VIE are all general VAT taxpayers. VAT is reported as a deduction to revenue when incurred and amounted to RMB1,273,849, RMB 16,750,495 and RMB 107,065,470 (US$15,792,997) for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016, respectively. Entities that are

2. Summary of Significant Accounting Policies — continued

Value added taxes — continued

VAT general taxpayers are allowed to offset qualified input VAT paid to suppliers against their output VAT liabilities. Net VAT balance between input VAT and output VAT is recorded in accrued expenses and other current liabilities on the consolidated balance sheets.

Income taxes

The Company accounts for income taxes using the liability approach and recognizes deferred tax assets and liabilities for the expected future consequences of events that have been recognized in the consolidated financial statements or in the Company's tax returns. Deferred tax assets and liabilities are recognized on the basis of the temporary differences that exist between the tax basis of assets and liabilities and their reported amounts in the consolidated financial statements using enacted tax rates in effect for the year in which the differences are expected to reverse. Changes in deferred tax assets and liabilities are recorded in earnings. Deferred tax assets are reduced by a valuation allowance through a charge to income tax expense when, in the opinion of management, it is more-likely-than-not that a portion of or all of the deferred tax assets will not be realized. Potential for recovery of deferred tax assets is evaluated by estimating the future taxable profits expected and considering prudent and feasible tax planning strategies. The components of the deferred tax assets and liabilities are classified as non-current.

The Company accounts for uncertainty in income taxes recognized in the consolidated financial statements by applying a two-step process to determine the amount of the benefit to be recognized. First, the tax position must be evaluated to determine the likelihood that it will be sustained upon external examination by the taxing authorities. If the tax position is deemed more-likely-than-not to be sustained (defined as a likelihood of more than fifty percent of being sustained upon an audit, based on the technical merits of the tax position). The tax position is then assessed to determine the amount of benefits to recognize in the consolidated financial statements. The amount of the benefits that may be recognized is the largest amount that has a greater than 50% likelihood of being realized upon ultimate settlement. Interest and penalties on income taxes will be classified as a component of the provisions for income taxes. The Company did not recognize any income tax due to uncertain tax position or incur any interest and penalties related to potential underpaid income tax expenses for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the years ended December 31, 2015 and 2016.

Segment information

The Company's chief operating decision maker is the chief executive officer, who makes resource allocation decisions and assesses performance based on the consolidated financial results. As a result, the Company has only one reportable segment.

As the Company generates substantially all of its revenues in the PRC, no geographical segments are presented.

2. Summary of Significant Accounting Policies — continued

Operating Leases

Leases where substantially all the rewards and risks of ownership of assets remain with the lessor are accounted for as operating leases. Rentals applicable to such operating leases are recognized on a straight-line basis over the lease term. Certain of the operating lease agreements contain rent holidays. Rent holidays are considered in determining the straight-line rent expense to be recorded over the lease term.

Fair value measurements

Fair value is the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Company considers the principal or most advantageous market in which it would transact and the market-based risk measurement or assumptions that market participants would use when pricing the asset or liability.

Fair value is estimated by applying the following hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

- Level 1 Quoted prices in active markets for identical assets or liabilities.
- Level 2 Observable inputs other than quoted prices in active markets, quoted prices for identical or similar assets and liabilities in inactive markets or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 Inputs that are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability.

Share-based compensation

Share-based payment transactions with employees, such as share options are measured based on the grant date fair value of the equity instrument. The Company recognizes the compensation costs net of estimated forfeitures using the straight-line method, over the applicable vesting period for each separately vesting portion of the award. The estimate of forfeitures will be adjusted over the requisite service period to the extent that actual forfeitures differ, or are expected to differ, from such estimates. Changes in estimated forfeitures will be recognized through a cumulative catch-up adjustment in the period of change and will also impact the amount of share-based compensation expense to be recognized in future periods.

A change in any of the terms or conditions of share options is accounted for as a modification of share options. The Company calculates the incremental compensation cost of a modification as the excess of the fair value of the modified option over the fair value of the original option immediately before its terms are modified, measured based on the share price and other pertinent factors at the modification date. For vested options, the Company recognizes incremental compensation cost in the period the modification occurred. For unvested options, the Company recognizes, over the remaining requisite service period, the sum of the incremental compensation cost and the remaining unrecognized compensation cost for the original award on the modification date.

2. Summary of Significant Accounting Policies — continued

Earnings (loss) per share

Basic earnings (loss) per share is computed by dividing net income (loss) attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period and year presented.

Diluted earnings (loss) per ordinary share reflect the potential dilution that could occur if securities were exercised or converted into ordinary shares.

Investment in equity method investee

The Company uses the equity method to account for an equity investment over which it has significant influence but does not own a majority equity interest or otherwise control, generally accompanying a shareholding of between 20% and 50% of the voting rights. The share of earnings or losses of the investee are recognized in the consolidated statements of comprehensive (loss)/ income. Equity method adjustments include the company's proportionate share of investee income or loss and other adjustments required by the equity method.

The Company assesses its equity investment for other-than-temporary impairment by considering factors as well as relevant and available information including, but not limited to, current economic and market conditions, the operating performance of the investees including current earning trends, the general market conditions in the investee's industry or geographic area, factors related to the investee's ability to remain in business, such as the investee's liquidity, debt ratios, cash burn rate and other company-specific information.

Significant risks and uncertainties

Currency convertibility risk

Substantially all of the Company's businesses are transacted in RMB, which is not freely convertible into foreign currencies. All foreign exchange transactions take place either through the People's Bank of China ("PBOC") or other authorized financial institution at exchange rates quoted by PBOC. Approval of foreign currency payments by the PBOC or other regulatory institutions requires submitting a payment application form together with suppliers' invoices and signed contracts.

Concentration of credit risk

Financial assets that potentially expose the Company to concentrations of credit risk consist primarily of cash and cash equivalents, guarantee deposits, short-term investment, loan principal and financing service fee receivables and other receivables.

The Company places its cash and cash equivalents and short-term investments, with reputable financial institutions that have high-credit ratings and quality. There has been no recent history of default in relation to these financial institutions.

The Company manages credit risk of loan principal and financing service fee receivables by performing credit assessments on its borrowers and its ongoing monitoring of the outstanding balances.

2. Summary of Significant Accounting Policies — continued

Significant risks and uncertainties — continued

Concentration of credit risk — continued

No borrower represented 10% or more of total revenues and loan receivable and financing service fee receivable for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the years ended December 31, 2015 and 2016.

Credit derivatives

The Company enters into guarantee arrangements with financial institutions classified as a credit derivative contract to facilitate borrowing transactions, under which the Company provides the financial institutions protection against the risk of default on a set of loans invested by the Consumer Finance Company. The Company will have to perform the guarantee obligation if a default event as defined under the contract occurs. The contractual or notional amounts of these credit derivatives represent the maximum potential amounts of future payments without consideration of possible recoveries under recourse provisions.

The Company manages current payment/performance risk of the credit derivatives through self-developed risk management model. The rating scale of risk management model takes into account factors such as identity characteristics, credit history, payment overdue history, payment capacity, behavioral characteristics and online social network activity.

Liquidity risk

The Company is exposed to liquidity risk as it may not have sufficient working capital to meet its commitments and business needs. Liquidity risk is monitored through the Company's budgeting and monitoring procedures. As of December 31, 2014, 2015 and 2016, the Company had RMB 1, 928,830, RMB 210,114,007 and RMB 785,769,977 (US$115,907,244) of cash and cash equivalents and a working capital deficit of RMB 61,372,096 and RMB 773,059,975, working capital surplus of RMB 2,400,985,820 (US$354,164,268), respectively. For the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended 2015, the Company used RMB 30,520,525 and RMB 102,319,756 in its operations and incurred RMB 1,137,545 and RMB 1,510,676 of capital expenditures. For the year ended 2016, the cash provided by operating activities is RMB 794,063,139 (US$117,130,551) and the Company incurred RMB 4,607,296 (US$679,612) of capital expenditures, respectively. The Company believes that its current liquidity resources will be adequate to meet its obligations as they come due for a period of at least one year from May 31, 2017, the date at which the consolidated financial statements were available to be issued. In the event of any unexpected adverse change in its business, the Company has the ability and intent to reduce discretionary spending to increase liquidity and also has the ability to obtain additional equity financing.

Interest rate risk

The Company is exposed to interest rate risk on its interest-bearing assets and liabilities. As part of its asset and liability risk management, the Company reviews and takes appropriate steps to manage its interest rate exposures

2. Summary of Significant Accounting Policies — continued

Significant risks and uncertainties — continued

Interest rate risk — continued

on its interest-bearing assets and liabilities. The Company has not been exposed to material risks due to changes in market interest rates, and not used any derivative financial instruments to manage the interest risk exposure during the year presented.

Business and economic risk

The Company believes that changes in any of the following areas could have a material adverse effect on the Company's future financial position, results of operations or cash flows: changes in the overall demand for services and products; competitive pressures due to new entrants; advances and new trends in new technologies and industry standards; changes in certain strategic relationships; regulatory considerations and risks associated with the Company's ability to attract employees necessary to support its growth. The Company's operations could also be adversely affected by significant political, economic and social uncertainties in the PRC.

Recent accounting pronouncements

In May 2014, the Financial Accounting Standard Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers* (Topic 606). The guidance substantially converges final standards on revenue recognition between the FASB and the International Accounting Standards Board providing a framework on addressing revenue recognition issues and, upon its effective date, replaces almost all exiting revenue recognition guidance, including industry-specific guidance, in current U.S. GAAP.

The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve that core principle, an entity should apply the following steps:

Step 1: Identify the contract(s) with a customer.

Step 2: Identify the performance obligations in the contract.

Step 3: Determine the transaction price.

Step 4: Allocate the transaction price to the performance obligations in the contract.

Step 5: Recognize revenue when (or as) the entity satisfies a performance obligation.

In August 2015, FASB issued its final standard formally amending the effective date of the new revenue recognition guidance. The amendments in this ASU are effective for annual reporting periods beginning after December 15, 2017, including interim 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 is in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

2. Summary of Significant Accounting Policies — continued

Recent accounting pronouncements — continued

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments — Overall (Subtopic 825-10)* ("ASU 2016-01"). The amendments require all equity investments to be measured at fair value with changes in the fair value recognized through net income (other than those accounted for under equity method of accounting or those that result in consolidation of the investee). The amendments also require an entity to present separately in other comprehensive income the portion of the total change in the fair value of a liability resulting from a change in the instruments-specific credit risk when the entity has elected to measure the liability at fair value in accordance with the fair value option for financial instruments. In addition, the amendments eliminate the requirement to disclose the fair value of financial instruments measured at amortized cost for entities that are not public business entities and the requirement for to disclose the method(s) and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost on the balance sheet for public business entities. This updated guidance is effective for the annual period beginning after December 15, 2017, including interim periods within the year. Early adoption is permitted. The Company is in the process of evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases* ("ASU 2016-02"), which requires lessees to recognize assets and liabilities related to lease arrangements longer than 12 months on the balance sheet. This standard also requires additional disclosures by lessees and contains targeted changes to accounting by lessors. The updated guidance is effective for interim and annual periods beginning after December 15, 2018, and early adoption is permitted. The recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee have not significantly changed from previous GAAP. The Company is in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

In March 2016, the FASB issued ASU 2016-06, *Derivatives and Hedging* (Topic 815), which clarifies the requirements for assessing whether contingent call (put) options that can accelerate the payment of principal on debt instruments are clearly and closely related to their debt hosts. An entity performing the assessment under the amendments in this ASU is required to assess the embedded call (put) options solely in accordance with the four step decision sequence. For public business entities, the amendments in this ASU are effective for financial statements issued for fiscal years beginning after December 15, 2016, and interim periods within those fiscal years. An entity should apply the amendments in this ASU on a modified retrospective basis to existing debt instruments as of the beginning of the fiscal year for which the amendments are effective. Early adoption is permitted, including adoption in an interim period. If an entity early adopts the amendments in an interim period, any adjustments should be reflected as of the beginning of the fiscal year that includes that interim period. The Company is in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-09, *Compensation-Stock Compensation* (Topic 718): *Improvements to Employee Share-Based Payment Accounting.* This ASU makes targeted amendments to the accounting for employee share-based payments. This guidance is to be applied using various transition methods such as full retrospective, modified retrospective, and prospective based on the criteria for the specific amendments as outlined in the guidance. The guidance is effective for annual periods, and interim periods within

2. Summary of Significant Accounting Policies — continued

Recent accounting pronouncements — continued

those annual periods, beginning after December 15, 2016. The Company is in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments — Credit Losses* (Topic 326): *Measurement of Credit Losses on Financial Instruments.* This ASU is intended to improve financial reporting by requiring timelier recording of credit losses on loans and other financial instruments held by financial institutions and other organizations. This ASU requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. This ASU requires enhanced disclosures to help investors and other financial statement users better understand significant estimates and judgments used in estimating credit losses, as well as the credit quality and underwriting standards of the Company's portfolio. These disclosures include qualitative and quantitative requirements that provide additional information about the amounts recorded in the financial statements. All entities may adopt the amendments in this Update earlier as of the fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. The Company is in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows* (Topic 230): *Classification of Certain Cash Receipts and Cash Payments.* This ASU is intended to improve financial reporting by requiring timelier recording of credit losses on loans and other financial instruments held by financial institutions and other organizations. This ASU requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. This ASU requires enhanced disclosures to help investors and other financial statement users better understand significant estimates and judgments used in estimating credit losses, as well as the credit quality and underwriting standards of the Company's portfolio. These disclosures include qualitative and quantitative requirements that provide additional information about the amounts recorded in the financial statements. All entities may adopt the amendments in this Update earlier as of the fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. The Company is in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows* (Topic 230): Restricted Cash. This ASU requires 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. This ASU do not provide a definition of restricted cash or restricted cash equivalents. This ASU is effective for public business entities for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted, including adoption in an interim period. The Company is in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

3. Short-term investments

Short-term investments consists of wealth management products issued by China Merchants Bank which are redeemable by the Company at any time. The wealth management products are primarily invested in debt securities issued by the PRC government, corporate debt securities and central bank bills. The Company valued the short-term investments based on the quoted subscription/redemption price published by China Merchants Bank. As of December 31, 2015 and 2016, the net adjustment to unrealized holding gains/losses on short-term investments is nil, respectively.

4. Loan principal and financing service fee receivables

4.1 Loan principal and financing service fee receivables consists of the following:

	As of December 31,		
	2015	2016	
	RMB	RMB	US$
Short-term loan principal and financing service fee receivables			
Loan principal and financing service fee receivables	2,081,763,308	4,930,315,057	727,260,197
Deferred origination costs	11,386,922	100,598	14,839
Less: allowance for loan principal and financing service fee receivables	(32,381,754)	(103,624,704)	(15,285,458)
Short-term loan principal and financing service fee receivables, net	2,060,768,476	4,826,790,951	711,989,578
Long-term loan principal and financing service fee receivables			
Loan principal and financing service fee receivables	179,388,001	89,311,102	13,174,089
Less: allowance for loan principal and financing service fee receivables	(1,805,731)	(1,489,035)	(219,644)
Long-term loan principal and financing service fee receivables, net	177,582,270	87,822,067	12,954,445

As of December 31, 2015 and 2016, RMB 1,644,502,256 and RMB 3,733,945,521 (US$550,786,294), respectively, have been transferred to the Funding Partners, but were not derecognized upon transfer, as the loan principal and financing service fee receivables are not legally isolated in accordance with ASC 860, *Transfers and servicing*.

QUDIAN INC.

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(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

4. Loan principal and financing service fee receivables — continued

4.2 The following table presents nonaccrual loan principal as of December 31, 2015 and 2016, respectively.

	As of December 31,		
	2015	2016	
	RMB	RMB	US$
Nonaccrual loan principal	11,615,468	29,770,427	4,391,372
Less: allowance for nonaccrual loan principal	(10,209,853)	(25,312,490)	(3,733,791)
Nonaccrual loan principal, net	1,405,615	4,457,937	657,581

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4. Loan principal and financing service fee receivables — continued

4.3 The following tables present the aging of past-due loan principal and financing service fee receivables as of December 31, 2015 and 2016:

As of December 31, 2015:

	1-30 days RMB	31-60 days RMB	61-90 days RMB	91-120 days RMB	121-150 days RMB	151-180 days RMB	Total past due RMB	Current RMB	Total RMB
Domestic consumer loans (uncollateralized):									
-Loan principal	10,581,912	4,790,833	4,345,183	3,434,317	4,141,727	4,039,424	31,333,396	2,228,563,595	2,259,896,991
-Financing service fee receivables	157,367	98,065	131,829	—	—	—	387,261	867,057	1,254,318
Total	10,739,279	4,888,898	4,477,012	3,434,317	4,141,727	4,039,424	31,720,657	2,229,430,652	2,261,151,309

As of December 31, 2016:

	1-30 days RMB	31-60 days RMB	61-90 days RMB	91-120 days RMB	121-150 days RMB	151-180 days RMB	Total past due RMB	Current RMB	Total RMB	Total US$
Domestic consumer loans (uncollateralized):										
-Loan principal	74,833,461	19,548,573	14,677,810	11,429,365	9,186,682	9,154,380	138,830,271	4,831,016,428	4,969,846,699	733,091,425
-Financing service fee receivables	1,850,790	756,907	679,930	—	—	—	3,287,627	46,491,833	49,779,460	7,342,861
Total	76,684,251	20,305,480	15,357,740	11,429,365	9,186,682	9,154,380	142,117,898	4,877,508,261	5,019,626,159	740,434,286

As of December 31, 2015 and 2016, all loans which are past due 90 days or more are nonaccrual.

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4. Loan principal and financing service fee receivables — continued

4.4 Movement of allowance for loan principal and financing service fee receivables is as follows:

	As of December 31,						
	2015			2016			
	Loan principal	Financing service fee receivables	Total	Loan principal	Financing service fee receivables	Total	
	RMB	RMB	RMB	RMB	RMB	RMB	US$
Balance at the beginning of the year	1,635,845	31,620	1,667,465	33,803,140	384,345	34,187,485	5,042,923
Additions	44,757,992	352,725	45,110,717	118,735,466	1,618,260	120,353,726	17,753,120
Charge-offs	(12,590,697)	—	(12,590,697)	(49,427,472)	—	(49,427,472)	(7,290,940)
Balance at the end of the year	33,803,140	384,345	34,187,485	103,111,134	2,002,605	105,113,739	15,505,102
Evaluated for impairment on a pooled basis	33,803,140	384,345	34,187,485	103,111,134	2,002,605	105,113,739	15,505,102

5. Other current assets

Other current assets consist of the following:

		As of December 31,		
		2015	2016	
		RMB	RMB	US$
Prepaid expenses		6,170,596	14,387,545	2,122,276
Employee advances		1,091,182	345,915	51,025
Guarantee deposits held by Funding Partners	5.1	58,985,638	241,669,750	35,648,187
Deposits held by third-parties		5,228,249	1,761,583	259,847
Receivables from suppliers	5.2	17,521,227	22,733,293	3,353,339
Receivables from third party payment service providers		403,457	613,648	90,518
Sales commission fees receivables		333,872	516,573	76,198
Deferred Initial Public Offering ("IPO") costs		—	6,204,456	915,206
Receivables from the Consumer Finance Company		—	23,866,680	3,520,525
Total		89,734,221	312,099,443	46,037,121
Less: Allowance for the receivables from suppliers		—	(11,822,819)	(1,743,959)
		89,734,221	300,276,624	44,293,162

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(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

5. Other current assets — continued

5.1 Movement of current guarantee deposits held by Funding Partners is as follows:

	As of December 31,						
	2015			2016			
	P2P platforms	Other institutions	Total	P2P platforms	Other institutions	Total	
	RMB	RMB	RMB	RMB	RMB	RMB	US$
Balance at the beginning of the year	13,743,538	—	13,743,538	10,746,900	48,238,738	58,985,638	8,700,845
Payment to Funding Partners	56,127,611	48,238,738	104,366,349	161,004,146	64,904,547	225,908,693	33,323,307
Transfer from non-current guarantee deposits	3,183,458	—	3,183,458	39,297,469	7,853,333	47,150,802	6,955,114
Refund from Funding Partners	(62,307,707)	—	(62,307,707)	(53,710,498)	(36,664,885)	(90,375,383)	(13,331,079)
Balance at the end of the year	10,746,900	48,238,738	58,985,638	157,338,017	84,331,733	241,669,750	35,648,187

5.2 Receivables from suppliers represent the refunds for the return of merchandise sales, which are due from suppliers within approximately one week from the Company's notification of the refund.

6. Investment in equity method investee

On October 17, 2016, the Company made a commitment to invest RMB 190 million in cash for 45.9% of the equity interest in Ganzhou Qu Campus Technology Co., Ltd ("Ganzhou Qu Campus") which mainly operates computer services, advisory, and online merchandise services. As of December 31, 2016, the Company contributed RMB 70 million in Ganzhou Qu Campus and held a 45.9% equity interest in Ganzhou Qu Campus. As the Company has significant influence over Ganzhou Qu Campus, Ganzhou Qu Campus was accounted for as an equity method investment. The cost of the investment over the proportional fair value of the assets and liabilities of the investee is reflected in the Company's memo accounts as "equity method goodwill". The equity method goodwill is not subsequently amortized and is not tested for impairment under ASC 350. Equity method investments shall continue to be reviewed for impairment in accordance with paragraph ASC 323-10-35-32. The Company's share of loss in Ganzhou Qu Campus for the year ended December 31, 2016 was RMB 4,805,183 (US$ 708,802), which was recognized in the consolidated statements of comprehensive (loss)/ income. Due to the short operating history of Ganzhou Qu Campus, the Company determined that the investment is not impaired as of December 31, 2016.

7. Property and equipment, net

Property and equipment consist of the following:

	As of December 31,		
	2015	2016	
	RMB	RMB	US$
Office and electronic equipment	2,584,923	3,725,410	549,527
Leasehold improvements	—	3,181,328	469,271
Less: Accumulated depreciation	(703,379)	(2,020,852)	(298,091)
	1,881,544	4,885,886	720,707

Depreciation expense for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016 were RMB 56,861, RMB 646,518 and RMB 1,317,473 (US$ 194,337), respectively.

8. Intangible assets

Intangible assets consist of the following:

	As of December 31,		
	2015	2016	
	RMB	RMB	US$
Software	63,298	348,779	51,448
Less: Accumulated amortization	(34,486)	(220,480)	(32,523)
	28,812	128,299	18,925

Amortization expenses for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016 were RMB nil, RMB 34,486 and RMB 185,994 (US$ 27,436), respectively.

The estimated useful life of the intangible assets are 1 to 10 years. The estimated aggregate amortization expense for the next fiscal year is RMB 54,741 (US$ 8,075).

9. Other non-current assets

Other non-current assets consist of the following:

		As of December 31,		
		2015	2016	
		RMB	RMB	US$
Guarantee deposits held by Funding Partners	9.1	48,684,304	5,675,452	837,173
Prepaid expense		—	2,466,199	363,785
Rental deposits		1,249,527	3,695,329	545,090
		49,933,831	11,836,980	1,746,048

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9. Other non-current assets — continued

9.1 Movement of non-current guarantee deposits held by Funding Partners is as follows:

	As of December 31,						
	2015			2016			
	P2P platforms	Other institutions	Total	P2P platforms	Other institutions	Total	Total
	RMB	RMB	RMB	RMB	RMB	RMB	US$
Balance at the beginning of the year	3,183,458	—	3,183,458	40,830,971	7,853,333	48,684,304	7,181,317
Payment to Funding Partners	40,830,971	7,853,333	48,684,304	4,141,950	—	4,141,950	610,970
Transfer to current guarantee deposits	(3,183,458)	—	(3,183,458)	(39,297,469)	(7,853,333)	(47,150,802)	(6,955,114)
Balance at the end of the year	40,830,971	7,853,333	48,684,304	5,675,452	—	5,675,452	837,173

10. Short-term and long-term borrowings

In the ordinary course of business, the Company transfers loan principals to the Funding Partners. However, in accordance with ASC 860, *Transfers and servicing*, the loan principals are not derecognized upon transfer as they are not legally isolated. Hence, the Company continues to report the transferred loan principal in the consolidated balance sheets and account for the proceeds from the transfer as a secured borrowing with pledge of collateral.

The following table presents short-term borrowings from the Funding Partners as of December 31, 2015 and 2016. Short-term borrowings includes borrowings with terms shorter than one year, the current portion of the long-term borrowings and long-term borrowings with early repayment options that are exercisable by the Funding Partners on demand:

			As of December 31,		
Funding Partners	Fixed annual rate (%)	Term*	2015	2016	
			RMB	RMB	US$
P2P platforms	5.5 to 14	1 month to 24 months	1,269,636,642	3,141,161,270	463,345,960
Other institutions	3.5 to 12	13 days to 698 days	293,246,787	1,042,069,588	153,713,450
			1,562,883,429	4,183,230,858	617,059,410

* Includes current portion of borrowings greater than 1 year.

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10. Short-term and long-term borrowings — continued

The following table presents long-term borrowings from Funding Partners as of December 31, 2015 and 2016:

Funding Partners	Fixed annual rate (%)	Term	As of December 31, 2015	As of December 31, 2016	
			RMB	RMB	US$
P2P platforms	6 to 12	13 months to 34 months	41,701,844	76,052,124	11,218,286
Other institutions	5.5 to 6.42	370 days to 698 days	47,656,115	—	—
			89,357,959	76,052,124	11,218,286

The weighted average interest rate for the outstanding borrowings was approximately 9.88% and 9.15% as of December 31, 2015 and 2016, respectively.

The following table sets forth the contractual obligations which has not included impact of discount of time value as of December 31, 2015 and 2016:

	Payment due by period			
	Less than 1 year	1 – 2 years	Greater than 2 years	Total
As of December 31, 2015 (RMB) Long-term borrowings and interest payables	145,804,192	95,399,751	1,003,119	242,207,062
As of December 31, 2016 (RMB) Long-term borrowings and interest payables	217,633,327	78,081,207	—	295,714,534
As of December 31, 2016 (US$) Long-term borrowings and interest payables	32,102,625	11,517,591	—	43,620,216

11. Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consist of the following:

	As of December 31,		
	2015	2016	
	RMB	RMB	US$
Accrued payroll			
Salaries, bonuses, subsidies and allowances	7,826,454	15,128,869	2,231,627
Social benefits	297,067	331,094	48,839
Housing funding	18,360	14,992	2,211
Pension insurance	389,087	534,840	78,893
Unemployment insurance	19,454	23,908	3,527
Other tax payables	10,890,659	90,478,748	13,346,326
Payable to suppliers	16,144,698	75,160,792	11,086,807
Payable to employee	248,043	18,146	2,677
Payable to external service providers	4,398,111	16,347,014	2,411,313
Business deposits	2,667,742	11,240,633	1,658,082
Payable to campus representatives	4,966,440	—	—
IPO expenses	—	4,886,581	720,809
Trust administration fee payables	—	164,384	24,248
Others	747,763	1,334,918	196,911
	48,613,878	215,664,919	31,812,270

12. Guarantee liabilities

The movement of guarantee liabilities during the year ended December 31, 2016 is as follows:

	For the year ended December 31, 2016	
	RMB	US$
Balance at the beginning of the year	—	—
Fair value of guarantee liabilities upon the inception of new loans	5,496,085	810,716
Performed guarantee	(149,262)	(22,018)
Change in fair value of guarantee liabilities	860,989	127,003
As of December 31, 2016	6,207,812	915,701

As of December 31, 2016, the maximum potential undiscounted future payment the Company would be required to make is RMB 1,373,139,357 (US$202,548,841). The term of the guarantee is the same as the term of loans facilitated under the arrangement with the Consumer Finance Company, which ranges from 7 days to 2 years, as of December 31, 2016.

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13. Cost of revenues

Cost of revenues consists of the following:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Interest expenses of borrowings	7,807,243	122,705,588	210,950,030	31,116,786
Other lending related costs	1,206,562	25,711,093	56,911,976	8,394,963
	9,013,805	148,416,681	267,862,006	39,511,749

14. Interest and investment income, net

Interest and investment income, net consists of the following:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Share of loss from equity method investment	—	—	(4,805,183)	(708,802)
Investment income of short-term investments	—	764,538	3,406,166	502,436
Interest income	8,146	2,124,373	3,256,345	480,336
	8,146	2,888,911	1,857,328	273,970

15. Other income

Other income consists of the following:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Government subsidies	—	730,000	—	—
Others	98	48,777	47,186	6,960
	98	778,777	47,186	6,960

16. Other expenses

Other expenses consist of the following:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Donation	—	6,499,408	1,000,000	147,508
Others	5,186	5,799	834,352	123,073
	5,186	6,505,207	1,834,352	270,581

17. Income taxes

The Company was incorporated in the Cayman Islands. It is tax-exempted under the tax laws of the Cayman Islands. Qudian BVI is domiciled in the British Virgin Islands, which is also tax-exempted. Qudian HK is domiciled in Hong Kong, and is subject to 16.5% statutory income tax rate in the periods presented.

The VIE and its subsidiaries domiciled in the PRC were subject to 25% statutory income tax rate in the periods presented. Qudian BVI is tax-exempt. As stipulated by the Taxation Law of PRC, subsidiaries in Ganzhou are qualified enterprises engaged in industry under the Western Development Strategy and are therefore entitled to preferential tax rate of 15%.

The Enterprise Income Tax Law (the "EIT Law") of the PRC includes a provision specifying that legal entities organized outside PRC will be considered residents for Chinese income tax purposes if their place of effective management or control is within PRC. If legal entities organized outside PRC were considered residents for Chinese income tax purpose, they would become subject to the EIT Law on their worldwide income. This would cause any income from legal entities organized outside PRC earned to be subject to PRC's 25% EIT. The Implementation Rules to the EIT Law provides that non-resident legal entities will be considered as PRC residents if substantial and overall management and control over the manufacturing and business operations, personnel, accounting, and properties, etc. reside within PRC.

Despite the present uncertainties resulting from the limited PRC tax guidance on the issue, the Company does not believe that the legal entities organized outside PRC should be characterized as PRC residents for EIT Law purposes.

17. Income taxes — continued

The current and deferred component of income tax expenses which were substantially attributable to the Company's PRC subsidiaries, VIE and subsidiaries of the VIE, are as follows:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Current income tax expense	—	—	144,628,149	21,333,788
Deferred income tax expense	—	—	(17,787,699)	(2,623,825)
Total income tax expense	—	—	126,840,450	18,709,963

In November 2015, the FASB issued ASU No. 2015-17, *Balance Sheet Classification of Deferred Taxes* ("ASU 2015-17"), that requires that all deferred tax assets and liabilities, along with any related valuation allowance, be classified as noncurrent on the balance sheet. This ASU, which may be adopted either prospectively or retrospectively, is effective for annual periods beginning after December 15, 2016 and interim periods within those annual periods. Early adoption is permitted. Adoption of the ASU may result in changes in the Company's presentation of deferred tax assets and liabilities on the Company's financial position but will not affect the substantive content of the Company's consolidated financial statements. The Company has early adopted this standard.

The principal components of the deferred tax assets and liabilities are as follows:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Non-current deferred tax assets				
Allowance for loan principal and financing service fee receivables	416,866	11,694,546	33,430,952	4,931,328
Allowance for other receivables		—	2,082,694	307,214
Guarantee liabilities		—	931,172	137,355
Share-based compensation	679,355	14,581,147	18,087,929	2,668,112
Investment loss under equity method		—	1,201,296	177,201
Net operating loss carry forwards	9,095,898	31,866,359	55,764,192	8,225,656
Less valuation allowance	(10,192,119)	(58,142,052)	(93,710,536)	(13,823,041)
Non-current deferred tax assets, net	—	—	17,787,699	2,623,825
Non-current deferred tax liabilities	—	—	—	—

17. Income taxes — continued

The Company operates through its subsidiaries, VIE and subsidiaries of the VIE. The valuation allowance is considered on an individual entity basis. As of December 31, 2016, the Company had deferred tax assets related to net operating loss carry forwards of RMB 55,764,192 (US$8,225,656) from its subsidiaries, VIE and subsidiaries of the VIE registered in the PRC, which can be carried forward to offset taxable income. The net operating loss will expire in years 2017 to 2021 if not utilized. The Company assessed the available evidence to estimate if sufficient future taxable income would be generated to use the existing deferred tax assets.

Reconciliation between the income taxes expense computed by applying the PRC tax rate to loss before the provision of income taxes and the actual provision for income taxes is as follows:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
(Loss)/ income before provision of income tax	(40,775,032)	(233,163,744)	703,493,068	103,770,754
PRC statutory income tax rate	25%	25%	25%	25%
Income tax at statutory tax rate	(10,193,758)	(58,290,936)	175,873,268	25,942,689
Effect of different tax rates		—	(72,661,772)	(10,718,182)
Expenses not deductible for tax purposes	1,639	10,341,003	183,808	27,113
Income tax refund		—	(12,123,338)	(1,788,288)
Changes in valuation allowance	10,192,119	47,949,933	35,568,484	5,246,631
Income tax expenses	—	—	126,840,450	18,709,963

The Company did not incur any interest and penalties related to potential underpaid income tax expenses.

The relevant tax authorities have not conducted a tax examination on PRC entities. In accordance with relevant PRC tax administration laws, the tax for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016 of the Company's PRC subsidiaries, VIE and subsidiaries of the VIE remain subject to tax audits by the relevant tax authorities as of December 31, 2016.

Management has asserted to indefinitely reinvest the undistributed earnings of the subsidiaries located in the PRC. The cumulative amount of the temporary differences in respect of investments in foreign subsidiaries is RMB 744,335,439 (US$109,795,324) as of December 31, 2016. Upon repatriation of the foreign subsidiaries and the VIE's earnings, in the form of dividends or otherwise, the Company would be subject to various PRC income taxes including withholding income tax. The related unrecognized deferred tax liabilities were approximately RMB 297,734,175 (US$43,918,129).

18. Earnings (Loss) per Share

The following table sets forth the computation of basic and diluted net (loss)/income per share for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Basic and diluted (loss)/income per share				
Numerator:				
Net (loss)/income attributable to ordinary shareholders for computing basic loss per share	(40,775,032)	(233,163,744)	576,652,618	85,060,791
Reversal of accretion upon assumed conversion of Convertible Preferred Shares	—	—	—	—
Dividend eliminated upon assumed conversion of Convertible Preferred Shares	—	—	—	—
Net (loss)/income attributable to ordinary shareholders for computing net loss per ordinary share — diluted	(40,775,032)	(233,163,744)	576,652,618	85,060,791
Shares (denominator):				
Weighted average number of shares used in calculating net loss per ordinary share — basic (millions of shares)	79.31	79.31	79.31	79.31
Adjustments for dilutive share options (millions of shares)	—	—	2.01	2.01
Conversion of Convertible Preference Shares (million shares)	—	—	222.46	222.46
Weighted average number of shares used in calculating net loss per ordinary share — diluted (millions of shares)	79.31	79.31	303.78	303.78
Net (loss)/income per ordinary share — basic	(0.51)	(2.94)	7.27	1.07
Net (loss)/income per ordinary share — diluted	(0.51)	(2.94)	1.90	0.28

The effects of all convertible preferred shares and share options were excluded from the calculation of diluted earnings per share as their effect would have been anti-dilutive during the period and the year ended December 31, 2014 and 2015.

The unaudited pro forma net income per ordinary share is computed using the weighted-average number of ordinary shares outstanding and assumes the automatic conversion of all of the Company's Series A, Series B, Series C Preferred Shares into 222,460,486 weighted-average shares of Class A ordinary stock and the designation of all ordinary shares owned by Mr Min Luo into 63,491,172 Class B ordinary shares upon the closing of the Company's Qualified IPO as defined in Note 24 of the consolidated financial statements, as if it had occurred on January 1, 2016.

In addition, the pro forma share amounts excludes 15,814,019 ordinary shares held by Qufenqi Holding owned by Tianjin Happy Share under the entrustment arrangement which were cancelled in April 2017. The pro forma share amounts includes the issuance of 13,865,219 ordinary shares to a trustee for the benefit of certain employees in April 2017 related to share options granted to such employees, net of 5,578,807 ordinary shares underlying unvested options that are issued but deemed to be not outstanding as of May 31, 2017. Share-based compensation expenses associated with these options is excluded from this pro forma presentation. These impacts are included in the Class A ordinary shares pro forma adjustment.

18. Earnings (Loss) per Share — continued

The Company believes the unaudited pro forma net income per share provides material information to investors and the disclosure of pro forma net income per ordinary share provides an indication of net income per ordinary share that is comparable to what will be reported by the Company as a public company following the closing of the Qualified IPO.

The following table summarizes the unaudited pro forma net income per share attributable to ordinary shareholders:

Basic income per share:

	As of December 31, 2016			
	Class A		Class B	
	(Unaudited) RMB	(Unaudited) US$	(Unaudited) RMB	(Unaudited) US$
Numerator:				
Net income attributable to Class A and Class B ordinary shareholders	**452,221,573**	**66,706,234**	**124,431,045**	**18,354,557**
Millions of Shares (denominator):				
Weighted average shares used for basic income per share computation	15.81	15.81	63.49	63.49
Pro forma adjustment to reflect cancellation of shares held by Tianjin Happy Share	(15.81)	(15.81)	—	—
Pro forma adjustment to reflect issuance of Class A ordinary shares to vested employees	8.29	8.29	—	—
Add: Conversion of preferred shares	222.46	222.46	—	—
Number of shares used for basic income per share computation	**230.75**	**230.75**	**63.49**	**63.49**
Pro forma basic income per share	**1.96**	**0.29**	**1.96**	**0.29**

Diluted income per share:

	As of December 31, 2016			
	Class A		Class B	
	(Unaudited) RMB	(Unaudited) US$	(Unaudited) RMB	(Unaudited) US$
Numerator:				
Net income attributable to Class A and Class B ordinary shareholders	453,067,099	66,830,956	123,585,519	18,229,835
Reallocation of net income as a result of conversion of Class B to Class A ordinary shares	123,585,519	18,229,835	—	—
Allocation of net income to Class A and Class B ordinary shareholders for diluted income per share	**576,652,618**	**85,060,791**	**123,585,519**	**18,229,835**
Millions of Shares (denominator):				
Number of shares used for basic pro forma income per share computation	230.75	230.75	63.49	63.49
Conversion of Class B to Class A common shares	63.49	63.49		—
Weighted average effect of dilutive securities:				
Employee stock options	2.01	2.01		
Number of shares used for diluted income per share computation	**296.25**	**296.25**	**63.49**	**63.49**
Pro forma diluted income per share	**1.95**	**0.29**	**1.95**	**0.29**

19. Fair value measurements

Assets and liabilities disclosed at fair value

The Company measures its cash and cash equivalents, loan principal and financing service fee receivables and short term borrowing at amortized cost. Short-term investment is measured at fair value based on the quoted subscription/redemption price published by the investment manager and represented a level 2 measurement. The carrying value of loan principal and financing service fee receivables approximate their fair value due to their short-term nature and are considered a level 3 measurement. The fair value was estimated by discounting the scheduled cash flows through to estimated maturity using estimated discount rates based on current offering rates of comparable institutions with similar services. The carrying value of the Company's debt obligations approximate fair value as the borrowing rates are similar to the market rates that are currently available to the Company for financing obligations with similar terms and credit risks and represent a level 2 measurement. The guarantee liabilities are presented as a level 3 measurement, with fair value estimated by discounting expected future payouts, net chargeoff rates, expected collection rates and a discount rate for time value.

Assets measured at fair value on a nonrecurring basis

The Company measured its property and equipment, intangible assets and equity method investment at fair value on a nonrecurring basis whenever events or changes in circumstances indicate that the carrying value may no longer be recoverable.

Assets and liabilities measured at fair value on a recurring basis

The Company measured its short-term investments at fair value on a recurring basis. The short-term investments were wealth management products issued by China Merchants Bank that are redeemable at any time. The Company valued the short-term investments based on the quoted subscription/redemption price published by China Merchants Bank.

The Company measured its guarantee liabilities at fair value on a recurring basis. As the Company's guarantee liabilities are not traded in an active market with readily observable prices, the Company use significant unobservable inputs to measure the fair value of guarantee liabilities. Guarantee liabilities are categorized in the Level 3 valuation hierarchy based on the significance of unobservable factors in the overall fair value measurement. The Company did not transfer any assets or liabilities in or out of level 3 during the years ended December 31, 2015, and 2016.

The following table summarizes the Company's financial assets and liabilities measured and recorded at fair value on recurring basis as of December 31, 2015 and 2016:

	As of December 31, 2015			
	Active market (Level 1)	Observable input (Level 2)	Non-observable input (Level 3)	Total
	RMB	RMB	RMB	RMB
Assets:				
Short-term investments:				
Monetary wealth management products	—	49,000,000	—	49,000,000

QUDIAN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE PERIOD FROM APRIL 9, 2014 (DATE OF INCEPTION) THROUGH DECEMBER 31, 2014 AND THE YEARS ENDED DECEMBER 31, 2015 AND 2016

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

19. Fair value measurements — continued

Assets and liabilities measured at fair value on a recurring basis — continued

	As of December 31, 2016			
	Active market (Level 1)	Observable input (Level 2)	Non-observable input (Level 3)	Total
	RMB	RMB	RMB	RMB
Assets:				
Short-term investments:				
Monetary wealth management products	—	430,200,000	—	430,200,000
Liabilities:				
Guarantee liabilities	—	—	6,207,812	6,207,812

	As of December 31, 2016			
	Active market (Level 1)	Observable input (Level 2)	Non-observable input (Level 3)	Total
	US$	US$	US$	US$
Assets:				
Short-term investments:				
Monetary wealth management products	—	63,457,879	—	63,457,879
Liabilities:				
Guarantee liabilities	—	—	915,701	915,701

At December 31, 2016, the discounted cash flow methodology is used to estimate the fair value of guarantee liabilities. The significant unobservable inputs used in the fair value measurement of guarantee liabilities include the discount rate and expected delinquency rates applied in the valuation models. These inputs in isolation can cause significant increases or decreases in fair value. Specifically, when a discounted cash flow model is used to determine fair value, the significant input used in the valuation model is the discount rate applied to present value the projected cash flows. Increases in the discount rate can significantly lower the fair value of guarantee liabilities; conversely a decrease in the discount rate can significantly increase the fair value of the guarantee liabilities. The discount rate is determined based on the market rates. Increase in the expected delinquency rates can significantly increase the fair value of guarantee liabilities; conversely a decrease in the expected delinquency rates can significantly decrease the fair value of guarantee liabilities.

Significant Unobservable Inputs

Financial Liabilities	Unobservable Input	As of December 31, 2016 Range of Inputs Weighted — Average
Guarantee liabilities	Discount rates	5.20%
	Expected delinquency rates	0.25%-0.51%

Refer to Note 12 for additional information about Level 3 guarantee liabilities measured at fair value on a recurring basis for the year ended December 31, 2016.

20. Shareholder distribution

In April 2014, the Company initially operated its business through Beijing Happy Time. In the same month, the Company also incorporated offshore holding companies in the Cayman Islands and Hong Kong, namely Qufenqi Inc. and Qufenqi (HK) Limited, respectively, in order to facilitate financing from investors outside of the PRC. Qufenqi (HK) Limited then incorporated a wholly foreign owned entity in China, Qufenqi Beijing that entered into a series of contractual arrangements with Beijing Happy Time and its shareholders, which allowed Qufenqi Inc. to exercise effective control over Beijing Happy Time and realize substantially all of the economic risks and benefits arising from Beijing Happy Time and its subsidiaries. In 2015, Beijing Happy Time acquired all of the equity interest of Qufenqi Beijing from Qufenqi (HK) Limited for a consideration of RMB 838,434,577 (US$ 123,675,686) and simultaneously the contract arrangements between Beijing Happy Time and Qufenqi Beijing were terminated. The transaction was accounted for as a deemed distribution to the Company's shareholders.

21. Related party balances and transactions

Related parties

Name of related parties	Relationship with the Company
Luo Min	Founder, chief executive officer and principal shareholder of the Company
Qufenqi Inc.	Ultimate legal holding company of the VIE prior to December 31, 2015
Qufenqi (HK) Limited	Holding company of the VIE prior to December 17, 2015
Alipay.com Co., Ltd.	Subsidiary of principal shareholder of the Company
Ganzhou QuCampus	The Company's equity method investee
Ganzhou Happy Share Capital Management L.P.	Company controlled by Founder
Zhima Credit Management Co., Ltd	Subsidiary of principal shareholder of the Company
Key management and their immediate families	The Company's key management and their immediate families

Details of related party balances and transactions as of December 31, 2015 and 2016 are as follows:

21.1 Amounts due to related parties

	Note	As of December 31, 2015	As of December 31, 2016	
		RMB	RMB	US$
Qufenqi Inc.	(i)	368,245,902	867,874	128,018
Qufenqi (HK) Limited	(i), (ii)	1,092,329,717	—	—
Luo Min	(i)	145,457,524	—	—
Zhima Credit Management Co., Ltd	(iii)	—	19,605,313	2,891,938
Key management and their immediate families	(i)	76,404	—	—
Total		1,606,109,547	20,473,187	3,019,956

(i) The balance mainly represents the transactions from daily operations, which is interest free and payable on demand.

21. Related party balances and transactions — continued

21.1 Amounts due to related parties — continued

(ii) On December 17, 2015, the VIE acquired 100% of the shares in Qufenqi Beijing from Qufenqi (HK) Limited for a consideration of RMB 838,434,577 (US$ 123,675,686). The amount was accounted for as a deemed distribution to the Company's shareholders.
(iii) The balance mainly represents the credit assessment and advertising platform service fee payables.

21.2 Amounts due from related parties

	Note	As of December 31, 2015 RMB	2016 RMB	2016 US$
Short-term amounts due from related parties				
Qufenqi Inc.		—	180,000,000	26,551,414
Qufenqi (HK) Limited		—	4,860	717
Ganzhou Qu Campus		—	157,673	23,258
Ganzhou Happy Share Capital Management L.P.		—	770	114
Alipay.com Co., Ltd.	(i)	33,772,309	404,631,249	59,686,288
Zhima Credit Management Co., Ltd		—	778,837	114,885
Key management and their immediate families				
Employee advances		75,131	60,000	8,849
Loan principal and financing service fee receivables	(ii)	1,082,735	272,318	40,169
Total short-term amounts due from related parties		34,930,175	585,905,707	86,425,694
Long-term amounts due from related parties				
Key management and their immediate families				
Loan principal and financing service fee receivables	(ii)	1,622,318	1,000,000	147,508
Total long-term amounts due from related parties		1,622,318	1,000,000	147,508
Total amounts due from related parties		36,552,493	586,905,707	86,573,202

(i) The balance represents the amount deposited in the Company's Alipay accounts. Such amount is unrestricted as to withdrawal and use and readily available to the Company on demand.
(ii) Key management and their immediate families borrowed funds through the Company's financing platform.

21. Related party balances and transactions — continued

21.2 Amounts due from related parties — continued

The movement of the loan principal and financing service fee receivables due from key management and their immediate families is as follows:

	As of December 31,		
	2015	2016	
	RMB	RMB	US$
Balance at the beginning of the year	—	2,705,053	399,017
Loan principal and financing service fee receivables	3,515,287	2,700,000	398,271
Payments	(810,234)	(4,132,735)	(609,611)
Balance at end of the year	2,705,053	1,272,318	187,677

As of December 31, 2015 and 2016, the total outstanding balance, which was due on demand, interest free and uncollateralized due from these related parties, was RMB1,050,000 and RMB1,000,000 (US$147,508), respectively. The remaining interest free loans will be repaid in full as of May, 2018.

The Company intent to settle interest free loans extended to related parties and we do not plan to enter into similar transactions with related parties in the future.

21.3 Transactions with related parties

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Financing income				
Key management and their immediate families	—	133,380	90,539	13,355
Cost of revenue				
Alipay.com Co., Ltd.	—	8,185,069	41,186,645	6,075,354
Zhima Credit Management Co., Ltd		—	6,150,041	907,179
		8,185,069	47,336,686	6,982,533
Sales and marketing				
Zhima Credit Management Co., Ltd		—	36,149,807	5,332,380

22. Share-based compensation

Stock options

On August 29, 2014, the Board of Directors of the former holding company of Beijing Happy Time approved the 2014 Share Plan (the "2014 Plan") for the purpose of providing incentives and rewards to employees and executives who contribute to the success of the Company's operations, and approved 20,824,447 of share options under the 2014 Plan. These share options do not have an exercise price and vest over four years. 25% of the share options could be vested on the first anniversary, while the remaining could be vested 1/3 yearly when the participant completes each 1-year period of continuous service thereafter. The share options expire 10 years from the date of grant. Upon execution of the share options, shares owned by Mr. Luo Min will be transferred to the option holders.

During the period from August 29, 2014 to December 31, 2014, a total of 18,373,219 of share options were granted under the 2014 Plan.

During the year ended December 31, 2015, a total of 2,449,800 of stock options were granted under the 2014 Plan.

On December 26, 2015, the 2014 Plan was terminated. On the same day, the Board of Directors of Beijing Happy Time approved the 2015 Share Plan (the "2015 Plan") which replaced the 2014 Plan. Under the 2015 Plan, Beijing Happy Time was entitled to grant a total of 15,814,019 share options in virtual shares of Tianjin Happy Share to employees, officers, directors and individuals. Tianjin Happy Share is a limited partnership established under the laws of PRC, which owns 5.24% of the equity interest in Beijing Happy Time as of December 26, 2015. Beijing Happy Time divided the partnership interest in Tianjin Happy Share into 15,814,019 virtual shares and awarded the share options to purchase the virtual shares to grantees of the 2015 Plan. Beijing Happy Time granted 13,373,019 share options under the 2015 Plan to the employees as replacement awards for the 2014 plan and all the share options granted were immediately vested on December 26, 2015. The 2015 Plan expires 10 years from the date of the grant.

As part of the restructuring in 2016, Tianjin Happy Share entered into a share entrustment agreement with Qufenqi Holding Limited, pursuant to which Qufenqi Holding Limited holds 15,814,019 ordinary shares of Qudian Inc. as the nominal shareholder on behalf of Tianjin Happy Share. As such, grantees of the 2015 Share Incentive Plan enjoy the pecuniary interests of the 15,814,019 shares, representing 5.24% of the equity interest of Qudian Inc. in proportion to their relevant numbers of options to purchase virtual shares of Tianjin Happy Share.

On May 1, 2016, the Board of Directors of Beijing Happy Time approved the 2015 Incentive Plan Supplementary Agreement ("Supplemental 2015 Incentive Plan"), which canceled 1,080,000 share options granted under the 2015 Plan. In addition, the Company will issue share options to certain management and employees equivalent to the numbers of shares canceled within the next three years (with the first performance review in January 2017) based on the periodic performance reviews of those individuals.

As part of the restructuring, the Board of Directors of Qudian Inc. approved the cancellation of the 2015 Plan and the Supplemental 2015 Incentive Plan as well as the adoption of the 2016 Equity Incentive Plan (the "2016 Plan") on December 9 2016. During the year ended December 31 2016, the Company granted a total of

22. Share-based compensation — continued

Stock options — continued

15,299,019 of share options for the ordinary shares of Qudian Inc. under 2016 Plan. The Company granted 12,364,319 share options under the 2016 Plan to the employees as replacement awards for the 2015 plan. All the share options granted under 2016 Plan were vested over 3 to 5 years. The 2016 Plan expires 10 years from the date of the grant.

The Company has set up the Share Based Payment Trust for the purpose of holding options awarded to certain employees and underlying shares before they are exercised as instructed by the employees. As of December 31, 2016, 13,865,219 options are held by the trustee of the Share Based Payment Trust.

The Company calculated the estimated fair value of the options on the respective grant dates using the binomial option pricing model with assistance from independent valuation firms. Assumptions used to determine the fair value of share options granted during 2014, 2015 and 2016 are summarized in the following table:

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,	
		2015	2016
Risk-free interest rate (%)	2.35	2.00 to 2.43	2.47
Volatility (%)	44.9 to 48.7	46.6 to 50.3	49.8 to 49.9
Expected exercise multiple	2.2-2.8	2.2-2.8	2.2-2.8
Dividend yield	NIL	NIL	NIL
Expected life (in years)	10	10	10
Exercise price	NIL	NIL	NIL
Fair value of ordinary shares (RMB)	0.68 to 2.20	3.82 to 12.63	25.89 to 26.04

The Company recognized the compensation cost for the share options on a graded vesting basis. The total fair value of the vested share options were RMB 2,717,419, RMB 55,607,170 and RMB 22,133,620 (US$ 3,264,883) for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016, respectively.

22. Share-based compensation — continued

Stock options — continued

A summary of share option activity under the 2014 Plan is as follows:

	Number of shares	Weighted average exercise price RMB	Weighted average grant date fair value RMB
Balance, April 9, 2014 (date of inception)	—	—	—
Granted	18,373,219	—	1.30
Exercised	—	—	—
Forfeited	—	—	—
Balance, December 31, 2014	18,373,219	—	1.30
Granted	2,449,800	—	3.63
Exercised	—	—	—
Canceled	(13,373,019)	—	2.08
Forfeited	(7,450,000)	—	0.68
Balance, December 31, 2015	—	—	—
Exercisable, December 31, 2015	—	—	—
Expected to vest, December 31, 2015	—	—	—

A summary of share option activity under the 2015 Plan is as follows:

	Number of shares	Weighted average exercise price RMB	Weighted average grant date fair value RMB
Balance, December 31, 2014	—	—	—
Granted	15,814,019	—	12.62
Exercised	—	—	—
Surrendered	(3,000)	—	12.62
Balance, December 31, 2015	15,811,019	—	12.62
Exercised and surrendered	(3,446,700)	—	12.62
Exercised and replaced	(12,364,319)	—	12.62
Balance, December 31, 2016	—	—	—
Exercisable, December 31, 2016	—	—	—
Expected to vest, December 31, 2016	—	—	—

22. Share-based compensation — continued

Stock options — continued

A summary of share option activity under the 2016 Plan is as follows:

	Number of shares	Weighted average exercise price RMB	Weighted average grant date fair value RMB
Balance, December 31, 2015	—	—	—
Granted	15,299,019	—	25.89
Exercised	—	—	—
Surrendered	—	—	—
Balance, December 31, 2016	15,299,019	—	25.89
Exercisable, December 31, 2016	5,850,808	—	25.89
Expected to vest, December 31, 2016	9,448,211	—	25.89

As of December 31, 2016, total unrecognized compensation expense relating to unvested share options was RMB 52,119,458 (US$ 7,571,981). The expense is expected to be recognized over a weighted-average period of 1.13 years.

For the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016, the Company allocated share-based compensation expense as follows:

	For the period April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Sales and marketing	951,542	23,690,916	690,486	101,852
General and administrative	741,938	11,424,573	18,986,103	2,800,600
Research and development	1,023,939	20,491,681	2,457,031	362,431
	2,717,419	55,607,170	22,133,620	3,264,883

23. Commitments and contingencies

Operating lease commitments

The Company leases certain office premises under non-cancelable leases. Rental expenses under operating leases for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016 were RMB 1,604,902, RMB 7,332,721 and RMB 11,253,841 (US$ 1,660,030), respectively.

23. Commitments and contingencies — continued

Operating lease commitments — continued

Future minimum lease payments under non-cancelable operating leases agreements consist of the following as of December 31, 2016:

	RMB	US$
Year ending December 31:		
2017	16,352,628	2,412,141
2018	14,424,070	2,127,664
2019 and after	6,864,495	1,012,567
Total	37,641,193	5,552,372

The Company's operating lease commitments have no renewal options, rent escalation clauses and restriction or contingent rents.

24. Convertible preferred shares

The Company issued Series A, Series B and Series C preferred shares (collectively, the "Preferred Shares") to the same group of third party shareholders of the VIE on the Restructuring date i.e. December 9, 2016. The Preferred Shares are recorded at fair value on the issuance date and is presented on a retroactive basis.

The following is a summary of the significant terms of the Preferred Shares:

Conversion rights

The holders of the Preferred Shares are entitled to convert, at the option of the holder thereof, at any time the date of the first issuance of the respective Preferred Shares applicable of such Preferred Share, into such number of fully paid and non-assessable ordinary shares as is determined by dividing the deemed issue price ("Adjusted Issue Price") applicable to such series of Preferred Shares by the conversion price applicable to such series of Preferred Shares (the "Conversion Price"), in effect on the date the certificate is surrendered for conversion. The initial Conversion Price shall initially equal the Adjusted Issue Price applicable to such Preferred Share, and shall be adjusted from time to time. The initial conversion ratio for Preferred Shares to Ordinary Shares shall be 1:1. As of December 31, 2015 and 2016, this conversion ratio was one Preferred Share convertible into one ordinary share.

24. Convertible preferred shares — continued

Conversion rights — continued

The maximum number of ordinary shares that would be required to settle a conversion of all Preferred Shares is as follows:

	Maximum number of shares issuable as of (Unaudited)	
	December 31, 2015	December 31, 2016
Series A-1	2,616,641	2,616,641
Series A-2	4,779,796	4,779,796
Series B-1	38,487,004	38,487,004
Series B-2	5,233,281	5,233,281
Series B-3	31,865,304	31,865,304
Series C-1	37,720,709	37,720,709
Series C-2	19,469,603	19,469,603
Series C-3	13,391,793	13,391,793
Series C-4	10,823,841	10,823,841
Series C-5	58,072,514	58,072,514
Total	222,460,486	222,460,486

The conversion ratio for any series of Preferred Shares shall be subject to adjustment only as provided in accordance with items (a), (b), (c), (d), (e) and (f) below in order to adjust the number of ordinary shares into which such series of the Preferred Shares is convertible.

(a) Adjustments for share splits and combinations

(b) Adjustments for ordinary shares dividends and distributions

(c) Adjustments for other dividends

(d) Reorganizations, mergers, consolidations, reclassifications, exchanges and substitutions

(e) Sale of shares below the conversion price

(f) Deemed issue of additional stock

Automatic Conversion

Each Preferred Share or such series of Preferred Shares, as applicable, shall automatically be converted into ordinary shares at the then-effective conversion ratio applicable to such Preferred Share upon either (a) the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the United States Securities Act of 1933 covering the offer and sale of ordinary shares for the account of the Company to the public at a public offering price per share corresponding to a pre-money, at-IPO valuation of the Company of at least US$1,000,000,000 with net proceeds to the Company in excess of US$30 million (after deduction for underwriting discounts, commissions and expenses) (the "Qualified IPO"); or (b) with respect to Series A Shares at the election of the holders of eighty percent (80%) of Series A Shareholders; with respect to Series B Shares at the

24. Convertible preferred shares — continued

Automatic Conversion — continued

election of the holders of seventy-five percent (75%) of the Series B Shares (voting together as a separate class); and with respect to Series C Shares at the election of fifty percent (50%) of Series C Shareholders.

Dividends

The holders of Preferred Shares shall be entitled to receive non-cumulative dividends at an annual rate of 8% as and when declared by the Board of Directors, prior and in preference to any declaration or payment of any dividend on the ordinary shares and all other classes of shares of the Company.

No dividends have been declared for the Preferred Shares for the periods presented.

After the preferential dividends relating to the Preferred Shares above have been paid in full or declared and set apart in any fiscal year of the Company, any additional dividends available may be declared in that fiscal year for the ordinary shares. Such additional dividends shall be declared pro rata on the ordinary shares and Preferred Shares on an as-converted basis.

Voting rights

The holders of each Preferred Shares are entitled to the number of votes equal to the number of ordinary shares into which such Preferred Share could be converted at the voting date.

Redemption

The Preferred Shares are redeemable by the holders at any time after the earlier of the occurrence of the following event: (i) the Company fails to complete a Qualified IPO before September 30, 2020 (ii) any material adverse change in the regulatory environment (iii) any material breach of the Preferred Share Purchase Agreement, at an amount equal to the sum of the Adjusted Issue Price, plus an amount accruing daily at 8% per annum and all declared but unpaid dividends.

Liquidation Preference

In the event of liquidation, dissolution or winding up of the Company, the assets of the Company available for distribution shall be made as follows:

- The holders of Series C Preferred Shares are entitled to receive an amount equal to issue price plus all declared but unpaid dividends and distributions, in preference to any distribution to the holders of the Series B Shares, the Series A Shares and the ordinary shareholders of the Company;
- After the payment to the holders of Series C Preferred Shares, the holders of Series B Preferred Shares are entitled to receive an amount equal to issue price plus all declared but unpaid dividends and distributions, in preference to any distribution to the holders of the Series A Shares and the ordinary shareholders of the Company;

24. Convertible preferred shares — continued

Liquidation Preference — continued

- After the payment to the holders of Series C and Series B Preferred Shares, the holders of Series A Preferred Shares are entitled to receive an amount equal to issue price plus all declared but unpaid dividends and distributions, in preference to any distribution to the holders of the ordinary shareholders of the Company.

After payment has been made to the holders of the Preferred Shares in accordance with the above, the remaining assets of the Company available for distribution to shareholders shall be distributed ratably among the holders of ordinary shares and Preferred Shares based on the number of ordinary shares into which such Preferred Shares are convertible.

Initial Measurement and Subsequent Accounting for Preferred Shares

The Preferred Shares do not meet the criteria of mandatorily redeemable financial instruments specified in ASC 480-10-S99, and have been classified as mezzanine equity in the consolidated balance sheets. The Preferred Shares were initially measured at fair value. Beneficial conversion features exist when the conversion price of the convertible preferred shares is lower than the fair value of the ordinary shares at the commitment date, which is the issuance date in the Company's case. When a beneficial conversion feature exists as of the commitment date, its intrinsic value is bifurcated from the carrying value of the convertible preferred shares as a contribution to additional paid-in capital. On the commitment date, the most favorable conversion price used to measure the beneficial conversion feature of the Preferred Shares was higher than the fair value per ordinary share and therefore no bifurcation of beneficial conversion feature was recognized. The Company determined the fair value of ordinary shares with the assistance of an independent third party valuation firm.

The Company has elected to recognize the changes in redemption value immediately as they occur and adjust the carrying amount of the Preferred Shares to equal the redemption value at each reporting period. The changes in redemption value including cumulative dividends shall be recorded as a reduction of income available to ordinary shareholders in accordance with ASC 480-10-S99 3A.

The Company concluded that there is no accretion to be recognized because the carrying amount of the Preferred Shares is greater than the redemption value. Therefore, no adjustment will be made to the initial carrying amount of the Preferred Shares until the redemption amount exceeds the carrying amount of the Preferred Shares. The liquidation preference amount was US$451 million as of December 31, 2016.

25. Employee defined contribution plan

Full time employees of the Company in the PRC participate in a government-mandated defined contribution plan pursuant to which certain pension benefits, medical care, unemployment insurance, employee housing fund and other welfare benefits are provided to employees. The Company accrues for these benefits based on certain percentages of the employees' salaries. The total contribution for such employee benefits were RMB 1,055,844, RMB 14,510,236 and RMB 16,070,410 (US$ 2,370,512) for the period from April 9, 2014 (date of inception) through December 31, 2014 and for the year ended December 31, 2015 and 2016, respectively.

26. 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 VIE and subsidiaries of the VIE incorporated in PRC only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. The consolidated results of operations reflected in the consolidated financial statements prepared in accordance with U.S. GAAP differ from those reflected in the statutory financial statements of the Company's subsidiaries.

Under PRC law, the Company's subsidiaries, VIE and the subsidiaries of the VIE located in the PRC (collectively referred as the "PRC entities") are required to provide for certain statutory reserves, namely a general reserve, an enterprise expansion fund and a staff welfare and bonus fund. The PRC entities are required to allocate at least 10% of their after tax profits on an individual company basis as determined under PRC accounting standards to the statutory reserve and has the right to discontinue allocations to the statutory reserve if such reserve has reached 50% of registered capital on an individual company basis. In addition, the registered capital of the PRC entities is also restricted.

Under PRC regulations, the subsidiaries of the VIE in the PRC with microloan license is required to provide a statutory reserve, which is appropriated from net income as reported in the Company's statutory accounts. The Company is required to allocate 1.5% of its balance of loan principal to the statutory reserve. The statutory reserves can only be used for specific purposes and not distributable as cash dividends.

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 PRC entities are also subject to similar statutory reserve requirements. These reserves can only be used for specific purposes and are not transferable to the Company in the form of loans, advances or cash dividends.

Amounts restricted that include paid-in capital and statutory reserve funds, as determined pursuant to PRC GAAP, are nil and RMB 3,371 million as of December 31, 2015 and 2016.

27. Condensed financial information of the parent company

The following is the condensed financial information of the Company on a parent company only basis.

Condensed balance sheets

	As of December 31,		
	2015	2016	
	RMB	RMB	US$
(LIABILITIES)/ASSETS			
Non-current (liabilities)/assets			
Investments in subsidiaries, VIEs and VIEs' subsidiaries	(631,369,159)	2,513,589,444	370,774,188
Total non-current (liabilities)/assets	**(631,369,159)**	**2,513,589,444**	**370,774,188**
TOTAL (LIABILITIES)/ASSETS	**(631,369,159)**	**2,513,589,444**	**370,774,188**

	As of December 31,		
	2015	2016	
	RMB	RMB	US$
MEZZANINE EQUITY AND SHAREHOLDERS' DEFICIT			
Commitments and contingencies			
Mezzanine equity			
Convertible preferred shares			
Series A-1 (US$0.0001 par value; 2,616,641 shares authorized, and outstanding as of December 31, 2015 and 2016)	69,914,696	69,914,696	10,312,967
Series A-2 (US$0.0001 par value; 4,779,796 shares authorized, and outstanding as of December 31, 2015 and 2016)	127,712,583	127,712,583	18,838,609
Series B-1 (US$0.0001 par value; 38,487,004 shares authorized, and outstanding as of December 31, 2015 and 2016)	1,028,344,036	1,028,344,036	151,688,823
Series B-2 (US$0.0001 par value; 5,233,281 shares authorized, and outstanding as of December 31, 2015 and 2016)	139,829,364	139,829,364	20,625,930
Series B-3 (US$0.0001 par value; 31,865,304 shares authorized, and outstanding as of December 31, 2015 and 2016)	851,417,151	851,417,151	125,590,717
Series C-1 (US$0.0001 par value; 37,720,709 shares authorized, and outstanding as of December 31, 2015 and 2016)	1,007,869,205	1,007,869,205	148,668,624
Series C-2 (US$0.0001 par value; 19,469,603 shares authorized, and outstanding as of December 31, 2015 and 2016)	520,213,268	520,213,268	76,735,543
Series C-3 (US$0.0001 par value; 13,391,793 shares authorized, and outstanding as of December 31, 2015 and 2016)	357,818,719	357,818,719	52,781,072
Series C-4 (US$0.0001 par value; 10,823,841 shares authorized, and outstanding as of December 31, 2015 and 2016)	289,204,957	289,204,957	42,660,003
Series C-5 (US$0.0001 par value; 58,072,514 shares authorized, and outstanding as of December 31, 2015 and 2016)	1,551,654,251	1,551,654,251	228,881,190
Total mezzanine equity	**5,943,978,230**	**5,943,978,230**	**876,783,478**

27. Condensed financial information of the parent company — continued

Condensed balance sheets — continued

	As of December 31,		
	2015	2016	
	RMB	RMB	US$
Shareholders' (deficit)/equity			
Ordinary shares (US$0.0001 par value; 577,539,514 shares authorized, and 79,305,191 shares issued and outstanding as of December 31, 2015 and 2016)	—	54,754	8,077
Additional paid-in capital	58,324,589	80,458,209	11,868,218
Accumulated deficit	(6,633,671,978)	(3,510,901,749)	(517,885,585)
Total shareholders' (deficit)/equity	**(6,575,347,389)**	**(3,430,388,786)**	**(506,009,290)**
TOTAL MEZZANINE EQUITY AND SHAREHOLDERS' (DEFICIT)/EQUITY	**(631,369,159)**	**2,513,589,444**	**370,774,188**

Condensed statements of comprehensive income

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Share-based compensation expense	(2,717,419)	(55,607,170)	(22,133,620)	(3,264,883)
Share of (loss)/profit in subsidiaries, VIEs and VIEs' subsidiaries	(38,057,613)	(177,556,574)	598,786,238	88,325,674
Net (loss)/income/ before income taxes	**(40,775,032)**	**(233,163,744)**	**576,652,618**	85,060,791
Income tax expense	—	—	—	—
Net (loss)/income and comprehensive (loss)/income	**(40,775,032)**	**(233,163,744)**	**576,652,618**	**85,060,791**

27. Condensed financial information of the parent company — continued

Condensed statements of cash flows

	For the period from April 9, 2014 (date of inception) through December 31, 2014	For the year ended December 31,		
		2015	2016	
	RMB	RMB	RMB	US$
Cash Flows from Operating Activities:				
Net (loss)/income	(40,775,032)	(233,163,744)	576,652,618	85,060,791
Adjustments to reconcile net (loss)/income to net cash used in operating activities:				
Share of loss/(profit) in subsidiaries, VIEs and VIEs' subsidiaries	38,057,613	177,556,574	(598,786,238)	(88,325,674)
Share-based compensation expense	2,717,419	55,607,170	22,133,620	3,264,883
Net cash provided by (used in) operating activities	—	—	—	—
Net cash provided by (used in) investing activities	—	—	—	—
Net cash provided by (used in) financing activities	—	—	—	—
Effect of exchange rate changes on cash and cash equivalents	—	—	—	—
Net increase (decrease) in cash and cash equivalents	—	—	—	—
Cash and cash equivalents at beginning of the year	—	—	—	—
Cash and cash equivalents at end of the year	—	—	—	—

Basis of presentation

Condensed financial information is used for the presentation of the Company, or the parent company. The condensed financial information of the parent company has been prepared using the same accounting policies as set out in the Company's consolidated financial statements except that the parent company used the equity method to account for investment in its subsidiaries and VIEs.

The parent company records its investment in its subsidiaries and VIEs under the equity method of accounting as prescribed in ASC 323, *Investments-Equity Method and Joint Ventures*. Such investments are presented on the condensed balance sheets as "Investment in subsidiaries and VIEs" and their respective profit or loss as "Equity in profits of subsidiaries and VIEs" on the condensed statements of comprehensive income. Equity method accounting ceases when the carrying amount of the investment, including any additional financial support, in a subsidiary and VIEs is reduced to zero unless the parent company has guaranteed obligations of the subsidiary and VIEs or is otherwise committed to provide further financial support. If the subsidiary and VIEs subsequently reports net income, the parent company shall resume applying the equity method only after its share of that net income equals the share of net losses not recognized during the period the equity method was suspended.

The parent company's condensed financial statements should be read in conjunction with the Company's consolidated financial statements.

QUDIAN INC.

AUDITED CONSOLIDATED BALANCE SHEET AS OF DECEMBER 31, 2016

AND UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEET

AS OF JUNE 30, 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	As of December 31, 2016 (Audited) RMB	As of June 30, 2017 (Unaudited) RMB	(Unaudited) US$
ASSETS:				
Current assets:				
Cash and cash equivalents (including RMB 431,482,823 and RMB 9,892,224 (US$ 1,459,181) from consolidated trusts as of December 31, 2016 and June 30, 2017, respectively)		785,769,977	645,034,038	95,147,587
Restricted cash		—	314,133,741	46,337,194
Short-term investments		430,200,000	—	—
Short-term loan principal and financing service fee receivables (net of allowance of RMB 103,624,704 and RMB 136,894,478 (US$ 20,193,011); including net deferred origination costs of RMB 100,598 and nil (US$ nil); including RMB 1,003,015,844 and RMB 3,578,901,280 (US$ 527,916,050) from consolidated trusts as of December 31, 2016 and June 30, 2017, respectively)	3	4,826,790,951	9,434,431,075	1,391,652,689
Short-term amounts due from related parties (including RMB 122,572,747 and RMB 263,456,722 (US$ 38,861,936) from consolidated trusts as of December 31, 2016 and June 30, 2017, respectively)	9	585,905,707	478,401,619	70,567,996
Other current assets (net of allowance of RMB 11,822,819 and RMB 11,854,855 (US$ 1,748,684); including RMB 826,849 and RMB 12,461,000 (US$ 1,838,095) from consolidated trusts as of December 31, 2016 and June 30, 2017, respectively)		300,276,624	376,693,903	55,565,310
Total current assets		**6,928,943,259**	**11,248,694,376**	**1,659,270,776**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

QUDIAN INC.

AUDITED CONSOLIDATED BALANCE SHEET AS OF DECEMBER 31, 2016

AND UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEET

AS OF JUNE 30, 2017 — continued

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	As of December 31, 2016	As of June 30, 2017	
		(Audited) RMB	(Unaudited) RMB	(Unaudited) US$
Non-current assets:				
Long-term loan principal and financing service fee receivables (net of allowances of RMB 1,489,035 and RMB 50,797 (US$ 7,493) as of December 31, 2016 and June 30, 2017, respectively)	3	87,822,067	15,565,536	2,296,039
Investment in equity method investee		65,194,817	59,341,934	8,753,401
Property and equipment, net		4,885,886	4,236,433	624,907
Intangible assets		128,299	4,967,176	732,697
Deferred tax assets	6	17,787,699	33,635,477	4,961,497
Long-term amounts due from related parties	9	1,000,000	—	—
Other non-current assets		11,836,980	5,199,240	766,929
Total non-current assets		**188,655,748**	**122,945,796**	**18,135,470**
TOTAL ASSETS		**7,117,599,007**	**11,371,640,172**	**1,677,406,246**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

QUDIAN INC.

AUDITED CONSOLIDATED BALANCE SHEET AS OF DECEMBER 31, 2016

AND UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEET

AS OF JUNE 30, 2017 — continued

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	As of December 31, 2016	As of June 30, 2017	
		(Audited) RMB	(Unaudited) RMB	(Unaudited) US$
LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' (DEFICIT) EQUITY				
Current liabilities:				
Short-term borrowings and interest payables (including short-term borrowings of the consolidated VIEs without recourse to the Company of RMB 4,183,230,858 and RMB 6,466,502,235 (US$ 953,859,873) as of December 31, 2016 and June 30, 2017, respectively)	4	4,183,230,858	6,466,502,235	953,859,873
Accrued expenses and other current liabilities (including accrued expenses and other current liabilities of the consolidated VIEs without recourse to the Company of RMB 158,764,424 and RMB 321,161,621 (US$ 47,373,862) as of December 31, 2016 and June 30, 2017, respectively)		215,664,919	335,032,557	49,419,932
Short-term amounts due to related parties (including short-term amounts due to related parties of the consolidated VIEs without recourse to the Company of RMB 19,605,313 and RMB 808,270,302 (US$ 119,226,218) as of December 31, 2016 and June 30, 2017, respectively)	9	20,473,187	809,137,725	119,354,170
Guarantee liabilities (including guarantee liabilities of the consolidated VIEs without recourse to the Company of RMB 6,207,812 and RMB 9,607,979 (US$ 1,417,252) as of December 31, 2016 and June 30, 2017, respectively)	5	6,207,812	9,607,979	1,417,252
Income tax payable (including income tax payable of the consolidated VIEs without recourse to the Company of RMB 102,380,663 and RMB 220,108,098 (US$ 32,467,673) as of December 31, 2016 and June 30, 2017, respectively)		102,380,663	220,108,098	32,467,673
Total current liabilities		**4,527,957,439**	**7,840,388,594**	**1,156,518,900**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

QUDIAN INC.

AUDITED CONSOLIDATED BALANCE SHEET AS OF DECEMBER 31, 2016

AND UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEET

AS OF JUNE 30, 2017 — continued

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	As of December 31, 2016 (Audited) RMB	As of June 30, 2017 (Unaudited) RMB	As of June 30, 2017 (Unaudited) US$
Non-current liabilities:				
Long-term borrowings and interest payables (including long-term borrowings of the consolidated VIEs without recourse to the Company RMB 76,052,124 and RMB 11,822,590 (US$ 1,743,925) as of December 31, 2016 and June 30, 2017, respectively)	4	76,052,124	11,822,590	1,743,925
Total non-current liabilities		**76,052,124**	**11,822,590**	**1,743,925**
Total liabilities		**4,604,009,563**	**7,852,211,184**	**1,158,262,825**
Commitments and contingencies	10			
Mezzanine equity				
Convertible Preferred Shares	11			
Series A-1 (US$0.0001 par value; 2,616,641 shares authorized, and outstanding as of December 31, 2016 and June 30, 2017, Pro forma: Nil (unaudited))		69,914,696	69,914,696	10,312,967
Series A-2 (US$0.0001 par value; 4,779,796 shares authorized, and outstanding as of December 31, 2016 and June 30, 2017, Pro forma: Nil (unaudited))		127,712,583	127,712,583	18,838,609
Series B-1 (US$0.0001 par value; 38,487,004 shares authorized, and outstanding as of December 31, 2016 and June 30, 2017, Pro forma: Nil (unaudited))		1,028,344,036	1,028,344,036	151,688,823
Series B-2 (US$0.0001 par value; 5,233,281 shares authorized, and outstanding as of December 31, 2016 and June 30, 2017, Pro forma: Nil (unaudited))		139,829,364	139,829,364	20,625,930
Series B-3 (US$0.0001 par value; 31,865,304 shares authorized, and outstanding as of December 31, 2016 and June 30, 2017, Pro forma: Nil (unaudited))		851,417,151	851,417,151	125,590,717

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

QUDIAN INC.

AUDITED CONSOLIDATED BALANCE SHEET AS OF DECEMBER 31, 2016

AND UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEET

AS OF JUNE 30, 2017 — continued

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	As of December 31, 2016 (Audited) RMB	As of June 30, 2017 (Unaudited) RMB	As of June 30, 2017 (Unaudited) US$
Mezzanine equity				
Convertible preferred shares				
Series C-1 (US$0.0001 par value; 37,720,709 shares authorized, and outstanding as of December 31, 2016 and June 30, 2017, Pro forma: Nil (unaudited))		1,007,869,205	1,007,869,205	148,668,624
Series C-2 (US$0.0001 par value; 19,469,603 shares authorized, and outstanding as of December 31, 2016 and June 30, 2017, Pro forma: Nil (unaudited))		520,213,268	520,213,268	76,735,543
Series C-3 (US$0.0001 par value; 13,391,793 shares authorized, and outstanding as of December 31, 2016 and June 30, 2017, Pro forma: Nil (unaudited))		357,818,719	357,818,719	52,781,072
Series C-4 (US$0.0001 par value; 10,823,841 shares authorized, and outstanding as of December 31, 2016 and June 30, 2017, Pro forma: Nil (unaudited))		289,204,957	289,204,957	42,660,003
Series C-5 (US$0.0001 par value; 58,072,514 shares authorized, and outstanding as of December 31, 2016 and June 30, 2017, Pro forma: Nil (unaudited))		1,551,654,251	1,551,654,251	228,881,190
Total mezzanine equity		**5,943,978,230**	**5,943,978,230**	**876,783,478**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

QUDIAN INC.

AUDITED CONSOLIDATED BALANCE SHEET AS OF DECEMBER 31, 2016

AND UNAUDITED INTERIM CONDENSED CONSOLIDATED BALANCE SHEET

AS OF JUNE 30, 2017 — continued

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	As of December 31, 2016	As of June 30, 2017		Pro forma shareholder's equity as of June 30, 2017	
		(Audited) RMB	(Unaudited) RMB	(Unaudited) US$	(Unaudited) RMB	(Unaudited) US$
Shareholders' equity/ (deficit):						
Ordinary shares (US$0.0001 par value; 577,539,514 shares authorized; 79,305,191 and 71,777,584 shares issued outstanding as of December 31, 2016 and June 30, 2017 (unaudited))		54,754	49,551	7,309	—	—
Class A voting ordinary shares (US$0.0001 par value; No share authorized, issued, and outstanding at December 31, 2016 and June 30, 2017, 656,508,828 shares authorized, 230,746,898 shares issued and outstanding, unaudited, pro forma)		—	—	—	156,528	23,089
Class B voting ordinary shares (US$0.0001 par value; No share authorized, issued, and outstanding at December 31, 2016 and June 30, 2017, 63,491,172 shares authorized, issued and outstanding, unaudited, pro forma)		—	—	—	43,836	6,466
Additional paid-in capital		80,458,209	112,635,310	16,614,593	2,242,519,693	330,789,269
Accumulated (deficit)/ retained earnings		(3,510,901,749)	(2,537,234,103)	(374,261,959)	1,276,703,728	188,323,828
Total shareholders' equity/ (deficit)		**(3,430,388,786)**	**(2,424,549,242)**	**(357,640,057)**	**3,519,423,785**	**519,142,653**
TOTAL LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' EQUITY/ (DEFICIT)		**7,117,599,007**	**11,371,640,172**	**1,677,406,246**		

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

QUDIAN INC.

UNAUDITED INTERIM CONDENSED CONSOLIDATED STATEMENTS OF

COMPREHENSIVE INCOME

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	Six months ended June 30,		
		2016	2017	
		(Unaudited) RMB	(Unaudited) RMB	(Unaudited) US$
Revenues:				
Financing income (including related party amounts of RMB 61,513 and RMB 4,551 (US$ 671) for the six months ended June 30, 2016 and 2017, respectively)		323,963,656	1,527,425,627	225,307,278
Sales commission fee		27,710,211	251,169,071	37,049,411
Penalty fee		19,931,326	2,836,160	418,356
Loan facilitation income and others		—	51,704,592	7,626,833
Total revenues		**371,605,193**	**1,833,135,450**	**270,401,878**
Operating cost and expenses:				
Cost of revenue (including related party amounts of RMB 14,521,104 and RMB 76,382,665 (US$ 11,267,043) for the six months ended June 30, 2016 and 2017, respectively)		(87,750,729)	(316,565,364)	(46,695,877)
Sales and marketing (including related party amounts of nil and RMB 75,555,207 (US$ 11,144,987) for the six months ended June 30, 2016 and 2017, respectively)		(75,745,769)	(149,504,729)	(22,053,122)
General and administrative		(11,266,149)	(68,267,351)	(10,069,970)
Research and development		(13,096,143)	(63,489,369)	(9,365,181)
Loss of guarantee liability		—	(7,526,186)	(1,110,172)
Provision for loan principal, financing service fee receivables and other receivables		(34,691,671)	(99,028,343)	(14,607,458)
Total operating cost and expenses		**(222,550,461)**	**(704,381,342)**	**(103,901,780)**
Other operating income		**2,530,936**	**37,523,002**	**5,534,938**
Income from operations		**151,585,668**	**1,166,277,110**	**172,035,036**
Interest and investment income, net		4,684,825	(2,069,591)	(305,281)
Foreign exchange loss		(9,651,304)	—	—
Other income		9,223	309,362	45,633
Other expense		(280,736)	(578)	(85)
Net income before income taxes		**146,347,676**	**1,164,516,303**	**171,775,303**
Income tax expenses	6	(23,912,578)	(190,853,860)	(28,152,443)
Net income		**122,435,098**	**973,662,443**	**143,622,860**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

QUDIAN INC.

UNAUDITED INTERIM CONDENSED CONSOLIDATED STATEMENTS OF

COMPREHENSIVE INCOME — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	Six months ended June 30,		
		2016	2017	
		(Unaudited) RMB	(Unaudited) RMB	(Unaudited) US$
Net income attributable to Qudian Inc.'s shareholders		**122,435,098**	**973,662,443**	**143,622,860**
Net income per share—basic	8	1.54	12.67	1.87
Net income per share—diluted	8	0.41	3.23	0.48
Weighted average shares outstanding—basic	8	79,305,191	76,872,235	76,872,235
Weighted average shares outstanding—diluted	8	301,765,677	301,050,872	301,050,872
Pro forma basic income per share attributable to Class A and Class B common shareholders (unaudited)	8		3.25	0.48
Pro forma diluted income per share attributable to Class A and Class B common shareholders (unaudited)	8		3.23	0.48
Class A and Class B shares used in pro forma basic income per share computation (unaudited)	8		299,332,721	299,332,721
Class A and Class B shares used in pro forma diluted income per share computation (unaudited)	8		301,050,872	301,050,872
Total comprehensive income		**122,435,098**	**973,662,443**	**143,622,860**
Total comprehensive income attributable to Qudian Inc's shareholders		**122,435,098**	**973,662,443**	**143,622,860**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

QUDIAN INC.

UNAUDITED INTERIM CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	Six months ended June 30,		
		2016	2017	
		(Unaudited) RMB	(Unaudited) RMB	(Unaudited) US$
Cash flows from operating activities:				
Net income		122,435,098	973,662,443	143,622,860
Adjustments to reconcile net income to net cash used in operating activities:				
Provision for loan principal, financing service fee receivables and other receivables		34,691,671	99,028,343	14,607,458
Depreciation and amortization		510,383	2,997,163	442,105
Amortization of deferred origination costs		22,468,512	100,598	14,839
Share-based compensation expense		—	32,177,101	4,746,375
Share of loss from equity method investment		—	5,852,883	863,346
Foreign exchange loss		9,651,304	—	—
Changes in operating assets and liabilities:				
Financing service fee receivables		(17,450,887)	(80,916,541)	(11,935,825)
Restricted cash		—	96,127,357	14,179,540
Receivables from related parties		487,590	(3,155,534)	(465,466)
Other current and non-current assets		(4,677,292)	4,651,269	686,098
Deferred tax assets		(4,410,590)	(15,847,778)	(2,337,672)
Interest payables		2,567,841	42,986,084	6,340,785
Payables to related parties		—	53,939,668	7,956,525
Guarantee liabilities		—	14,789,830	2,181,616
Other current and non-current liabilities		21,400,945	218,577,839	32,241,947
Net cash provided by operating activities		**187,674,575**	**1,444,970,725**	**213,144,531**
Cash flows from investing activities:				
Proceeds from redemption of short-term trading investments		2,656,450,000	1,280,350,000	188,861,682
Proceeds from collection of loan principal		8,070,605,790	23,044,709,459	3,399,275,657
Proceeds from collection of loan principal due from related parties		3,309,127	272,318	40,169
Purchase of short-term investments		(2,607,450,000)	(850,150,000)	(125,403,803)
Purchases of property, equipment and intangible assets		(798,247)	(7,186,587)	(1,060,078)
Payments to originate loan principal		(9,396,050,820)	(25,771,785,725)	(3,801,540,826)
Payments to originate loan principal due from related parties		(2,700,000)	—	—
Net cash used in investing activities		**(1,276,634,150)**	**(2,303,790,535)**	**(339,827,199)**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

QUDIAN INC.

UNAUDITED INTERIM CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017 — continued

(Amounts in Renminbi ("RMB") and US dollar ("US$"), except for number of shares and per share data)

	Note	Six months ended June 30,		
		2016	2017	
		(Unaudited) RMB	(Unaudited) RMB	(Unaudited) US$
Cash flows from financing activities:				
Contribution from shareholders		2,546,172,365	—	—
Proceeds from borrowings		2,897,498,664	4,958,712,357	731,449,022
Proceeds from related parties		—	900,000,000	132,757,069
Refund of guarantee deposits from Funding Partners		64,056,830	99,775,404	14,717,656
Payments to related parties		(957,322,867)	—	—
Repayment of borrowings		(2,547,661,868)	(5,072,931,728)	(748,297,277)
Shareholders distribution		(838,434,577)	—	—
Payments for IPO expenditure		—	(300,000)	(44,252)
Payment of guarantee deposits to Funding Partners		(181,556,021)	(167,172,162)	(24,659,207)
Net cash provided by financing activities		**982,752,526**	**718,083,871**	**105,923,011**
Net increase in cash and cash equivalents		(106,207,049)	(140,735,939)	(20,759,657)
Cash and cash equivalents at beginning of the year		210,114,007	785,769,977	115,907,244
Cash and cash equivalents at end of period		**103,906,958**	**645,034,038**	**95,147,587**
Supplemental disclosures of cash flow information:				
Income taxes paid		2,513,960	108,528,820	16,008,853
Interest expense paid		65,720,417	197,267,318	29,098,479

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

1. Basis of Preparation

Basis of consolidation

Qudian Inc. (the "Company", and where appropriate, the term "Company" also refers to its subsidiaries, variable interest entities and subsidiaries of the variable interest entities as a whole) is a limited company incorporated in the Cayman Islands under the laws of the Cayman Islands on November 16, 2016. The Company, through its subsidiaries, variable interest entities ("VIEs") and subsidiaries of the VIEs, are principally engaged in the operation of online platforms to provide small cash credit products in the People's Republic of China (the "PRC"). The Company does not conduct any substantive operations of its own. As PRC law and regulations prohibit foreign control of companies involved in internet value-added business, the Company conducts its primary business operations through its VIEs and the subsidiaries of the VIEs. As of June 30, 2017, the Company's subsidiaries, VIEs and subsidiaries of the VIEs are as follows:

Entity	Date of incorporation	Place of incorporation	Percentage of legal ownership by the Company	Principal activities
Subsidiaries				
QD Data Limited ("Qudian HK")	December 2, 2016	Hong Kong ("HK")	100%	Investment holding
QD Technologies Limited ("Qudian BVI")	November 23, 2016	British Virgin Islands ("BVI")	100%	Investment holding
Qufenqi (Ganzhou) Information Technology Co., Ltd. ("Qufenqi Ganzhou")	September 5, 2016	PRC	100%	Investment holding, research and development
Qudian Inc. Equity Incentive Trust ("Share Based Payment Trust")	December 30, 2016	HK	Nil	Employee benefits
Qufenqi (HK) Limited ("Qufenqi HK")	April 28, 2014	HK	100%	Investment holding
Xiamen Qudian Financial Lease Co. Ltd. ("Xiamen Financial Lease")	April 21, 2017	PRC	100%	Financial lease
VIEs				
Beijing Happy Time Technology Co., Ltd. ("Beijing Happy Time", "VIE1")	April 9, 2014	PRC	Nil	Technology development and service, sale of products
Hunan Qudian Technology Development Co., Ltd. ("Hunan Qudian", "VIE2")	November 2, 2016	PRC	Nil	Technology development and service, sale of products
Ganzhou Qudian Technology Co., Ltd. ("Ganzhou Qudian", "VIE3")	November 25, 2016	PRC	Nil	Technology development and service, sale of products
Xiamen Qudian Technology Co., Ltd. ("Xiamen Qudian", "VIE4")	April 1, 2017	PRC	Nil	Technology development and service, sale of products

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

1. Basis of Preparation — continued

Basis of consolidation — continued

Entity	Date of incorporation	Place of incorporation	Percentage of legal ownership by the Company	Principal activities
Subsidiaries of the VIEs				
Qufenqi (Beijing) Information Technology Co., Ltd. ("Qufenqi Beijing")	August 15, 2014	PRC	Nil	Technology development and service
Beijing Happy Fenqi Technology Development Co., Ltd. ("Beijing Happy Fenqi")	November 19, 2014	PRC	Nil	Technology development and service
Tianjin Happy Time Technology Development Co., Ltd. ("Tianjin Happy Time")	March 20, 2015	PRC	Nil	Technology development and service, sale of products
Tianjin Qufenqi Technology Co., Ltd. ("Tianjin Qufenqi")	June 5, 2015	PRC	Nil	Technology development and service, sale of products
Tianjin Happy Fenqi Technology Development Co., Ltd. ("Tianjin Happy Fenqi")	September 6, 2015	PRC	Nil	Technology development and service
Tianjin Happy Share Asset Management LLP ("Tianjin Happy Share")	December 15, 2015	PRC	Nil	Investment holding
Ganzhou Happy Fenqi Technology Development Co., Ltd. ("Ganzhou Happy Fenqi")	March 21, 2016	PRC	Nil	Technology development and service, sale of products
Ganzhou Happy Fenqi Network Service Co., Ltd. ("Ganzhou Happy Fenqi Network")	March 21, 2016	PRC	Nil	Technology development and service, sale of products
Fuzhou Happy Time Technology Development Co., Ltd. ("Fuzhou Happy Time")	March 30, 2016	PRC	Nil	Technology development and service, sale of products
Fuzhou High-tech Zone Microcredit Co., Ltd. ("Fuzhou Microcredit")	May 19, 2016	PRC	Nil	Credit service
Ganzhou Happy Time E-commerce Co., Ltd. ("Ganzhou E-commerce")	September 12, 2016	PRC	Nil	Technology development and service, sale of products
Hunan Happy Time Technology Development Co., Ltd. ("Hunan Happy Time")	November 24, 2016	PRC	Nil	Technology development and service, sale of products
Ganzhou Happy Life Network Microcredit Co., Ltd. ("Ganzhou Microcredit")	December 14, 2016	PRC	Nil	Credit service
Yihuang QudianTechnology Co., Ltd. ("Yihuang Qudian")	January 20,2017	PRC	Nil	Technology development and service, sale of products
Jiangxi Chunmian Technology Development Co., Ltd. ("Jiangxi Chunmian")	March 7, 2017	PRC	Nil	Technology development and service, sale of products

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

1. Basis of Preparation — continued

Basis of consolidation — continued

As of June 30, 2017, the Company's subsidiaries, VIEs and VIEs' subsidiaries are as follows: — continued

Entity	Date of incorporation	Place of incorporation	Percentage of legal ownership by the Company	Principal activities
Xiamen Qudian Commercial Factoring Co., Ltd. ("Xiamen Commercial Factoring")	April 25, 2017	PRC	Nil	Commercial factoring
Bohai–Qudian Consumer Loan Single Capital Trust (the "Trust I")	November 7, 2016	PRC	Nil	Loan issuance
Bohai–Qudian Consumer Loan Single Capital Trust (the "Trust II")	December 20, 2016	PRC	Nil	Loan issuance
Bohai–Qudian Consumer Loan Single Capital Trust (the "Trust III")	December 29, 2016	PRC	Nil	Loan issuance
Bohai–Qudian Consumer Loan Collective Capital Trust (the "Trust IV")	March 1, 2017	PRC	Nil	Loan issuance
Bohai–Shouchuang Qudian Consumer Loan Single Capital Trust (the "Trust V")	March 24, 2017	PRC	Nil	Loan issuance
Bohai–Qudian Consumer Loan Single Capital Trust (the "Trust VI")	March 17, 2017	PRC	Nil	Loan issuance
Bohai-Qudian Consumer Loan Collective Capital Trust (the "Trust VII")	April 21, 2017	PRC	Nil	Loan issuance
Bohai–Qudian Consumer Loan Single Capital Trust (the "Trust VIII")	May 16, 2017	PRC	Nil	Loan issuance
Huaneng-Qudian Consumer Loan Collective Capital Trust (the "Trust IX")	June 23, 2017	PRC	Nil	Loan issuance
Xiamen-Qudian Consumer Loan Collective Capital Trust (the "Trust X")	May 31, 2017	PRC	Nil	Loan issuance

On November 23, 2016, the Company set up a wholly-owned subsidiary, Qudian BVI in the BVI. On December 2, 2016, the Company set up another wholly-owned subsidiary, Qudian HK in Hong Kong. On December 5, 2016, the Company transferred all of its shares of Qudian HK to Qudian BVI. On December 9, 2016, Qudian HK acquired all the equity interests of Qufenqi Ganzhou from Qufenqi (HK) Limited (an entity controlled by the Founder, "Qufenqi HK"), for a consideration of US$100,000. On December 9, 2016, Beijing Happy Time signed a series of contractual agreements with Qufenqi Ganzhou and its shareholders (the "VIE Agreements"). On May 1, 2017, Hunan Qudian and Ganzhou Qudian signed a series of contractual agreements with Qufenqi Ganzhou and its shareholders. On June 20, 2017, Xiamen Qudian signed a series of contractual agreements with Qufenqi Ganzhou and its shareholders (collectively, the "New VIEs" and the "New VIE Agreements").

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

1. Basis of Preparation — continued

Basis of consolidation — continued

As PRC laws and regulations prohibit and restrict foreign ownership of internet value-added businesses, the Company operates its business, primarily through the VIEs and the subsidiaries of the VIEs. The Company, through Qufenqi Ganzhou entered into power of attorney and an exclusive call option agreement with the nominee shareholders of the VIEs that gave Qufenqi Ganzhou the power to direct the activities that most significantly affect the economic performance of the VIEs and acquire the equity interests in the VIEs when permitted by the PRC laws, respectively. Certain exclusive agreements have been entered into with the VIEs through Qufenqi Ganzhou, which obligate Qufenqi Ganzhou to absorb a majority of the risk of loss from the VIEs' activities and entitle Qufenqi Ganzhou to receive a majority of their residual returns. In addition, the Company has entered into a share pledge agreement for the equity interests in the VIEs held by the nominee shareholders of the VIEs. In 2017, the Company agreed to provide unlimited financial support to the VIEs for its operations. In addition, pursuant to the resolution of all shareholders of the Company and the resolution of the board of directors of the Company (the "Resolutions"), the board of directors of the Company (the "Board") or any officer authorized by the Board (the "Authorized Officer") shall cause Qufenqi Ganzhou to exercise the rights under the power of attorney entered into among Qufenqi Ganzhou, the VIEs and the nominee shareholders of the VIEs and Qufenqi Ganzhou's rights under the exclusive call option agreement between Qufenqi Ganzhou and the VIEs on December 9, 2016, May 1, 2017 and June 20, 2017. As a result of the Resolutions and the provision of unlimited financial support from the Company to the VIEs, the Company has been determined to be most closely associated with the VIEs within the group of related parties and was considered to be the Primary Beneficiary.

Despite the lack of technical majority ownership, there exists a parent-subsidiary relationship between Qufenqi Ganzhou and the VIEs through the aforementioned agreements with the nominee shareholders of the VIEs. The nominee shareholders of the VIEs effectively assigned all of their voting rights underlying their equity interest in the VIEs to Qufenqi Ganzhou. In addition, through the exclusive business operations agreement and financial support undertaking letter, Qufenqi Ganzhou demonstrates its ability and intention to continue to exercise the ability to absorb substantially all of the profits and expected losses of the VIEs. The VIEs are subject to operating risks, which determine the variability of the Company's interest in those entities. Based on these contractual arrangements, the Company consolidates the VIEs in accordance with SEC Regulation S-X Rule 3A-02 and Accounting Standards Codification ("ASC") topic 810 ("ASC 810"), *Consolidation*, because the Company holds all the variable interests of the VIEs through Qufenqi Ganzhou.

The following is a summary of the New VIE Agreements:

(1) New Power of Attorney Agreements:

Pursuant to the power of attorney signed between New VIEs' nominee shareholders and Qufenqi Ganzhou, each nominee shareholder irrevocably appointed Qufenqi Ganzhou as its attorney-in-fact to exercise on each shareholder's behalf any and all rights that each shareholder has in respect of its equity interest in the New VIEs (including but not limited to executing the exclusive right to purchase agreements, the voting rights and the right to appoint directors and executive officers of the New VIEs). This agreement is effective and irrevocable as long as the nominee shareholder remains a shareholder of the New VIEs.

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

1. Basis of Preparation — continued

Basis of consolidation — continued

(2) New Exclusive Call Option Agreement:

Pursuant to the exclusive call option agreement entered into between the New VIEs' nominee shareholders and Qufenqi Ganzhou, the nominee shareholders irrevocably granted Qufenqi Ganzhou a call option to request the nominee shareholders to transfer or sell any part or all of its equity interests in the New VIEs, or any or all of the assets of the New VIEs, to Qufenqi Ganzhou, or their designees. The purchase price of the equity interests in the New VIEs shall be equal to the minimum price required by PRC law. As for the assets of the New VIEs, the purchase price should be equal to the book value of the assets or the minimum price as permitted by applicable PRC law, whichever is higher. Without Qufenqi Ganzhou's prior written consent, the VIE and its nominee shareholders shall not amend its articles of association, increase or decrease the registered capital, sell or otherwise dispose of its assets or beneficial interests, create or allow any encumbrance on its assets or other beneficial interests and provide any loans or guarantees, etc. The nominee shareholders cannot request any dividends or other form of assets. If dividends or other form of assets were distributed, the nominee shareholders shall transfer all received distribution to Qufenqi Ganzhou or their designees. This agreement is not terminated until all of the equity interest of the New VIEs has been transferred to Qufenqi Ganzhou or the person(s) designated by Qufenqi Ganzhou. None of the nominee shareholders have the right to terminate or revoke the agreement under any circumstance unless otherwise regulated by law.

(3) New Exclusive Business Cooperation Agreement:

Pursuant to the exclusive business cooperation agreement entered into by Qufenqi Ganzhou and the New VIEs and their subsidiaries, Qufenqi Ganzhou provides exclusive technical support and consulting services in return for fees based on 100% of VIEs' profit before tax, which is adjustable at the sole discretion of Qufenqi Ganzhou. Without Qufenqi Ganzhou's consent, the New VIEs and their subsidiaries cannot procure services from any third party or enter into similar service arrangements with any other third party, except for those from Qufenqi Ganzhou. In addition, the profitable consolidated New VIEs and their subsidiaries have granted Qufenqi Ganzhou an exclusive right to purchase any or all of the business or assets of each of the profitable consolidated New VIEs and their subsidiaries at the lowest price permitted under PRC law. This agreement is irrevocable or can only be unilaterally revoked/amended by Qufenqi Ganzhou.

(4) New Equity Pledge Agreement:

Pursuant to the equity interest pledge agreements, each nominee shareholder of the New VIEs has pledged all of their respective equity interests in the New VIEs to Qufenqi Ganzhou as continuing first priority security interest to guarantee the performance of their and the New VIEs' obligations under the power of attorney agreement, the exclusive call option agreement and the exclusive business cooperation agreement. Qufenqi Ganzhou is entitled to all dividends during the effective period of the share pledge except as it agrees otherwise in writing. If the New VIEs or any of the nominee shareholder breaches its contractual obligations, Qufenqi Ganzhou will be entitled to certain rights regarding the pledged equity interests, including receiving proceeds from the auction or sale of all or part of the pledged equity interests of the New VIEs in accordance with PRC law. None of the nominee shareholders shall, without the prior written consent of Qufenqi Ganzhou, assign or transfer to any third

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

1. Basis of Preparation — continued

Basis of consolidation — continued

party, distribute dividends and create or cause any security interest and any liability in whatsoever form to be created on, all or any part of the equity interests it holds in the New VIEs. This agreement is not terminated until all of the technical support and consulting and service fees have been fully paid under the exclusive business cooperation agreement and all of New VIEs' obligations have been terminated under the other controlling agreements.

In addition, the Company entered into a new financial support undertaking letter

Pursuant to the financial support undertaking letter, the Company is obligated and hereby undertakes to provide unlimited financial support to the New VIEs, to the extent permissible under the applicable PRC laws and regulations, whether or not any such operational loss is actually incurred. The Company will not request repayment of the loans or borrowings if the New VIEs or its shareholders do not have sufficient funds or are unable to repay.

As of June 30, 2017, there was no pledge or collateralization of the New VIEs' assets.

The following tables set forth the assets, liabilities, results of operations and cash flows of the VIEs and their subsidiaries included in the Company's unaudited interim condensed consolidated balance sheets:

	As of December 31, 2016	As of June 30, 2017	
	(Audited) RMB	(Unaudited) RMB	(Unaudited) US$
Short-term loan principal and service fee receivables	4,826,790,951	9,434,431,075	1,391,652,689
Other current assets	2,096,813,435	1,849,184,339	272,769,215
Total current assets	**6,923,604,386**	**11,283,615,414**	**1,664,421,904**
Total non-current assets	188,655,748	122,945,796	18,135,471
Total assets	**7,112,260,134**	**11,406,561,210**	**1,682,557,375**
Total current liabilities	4,470,189,069	7,825,650,235	1,154,344,879
Total non-current liabilities	76,052,124	11,822,590	1,743,925
Total liabilities	**4,546,241,193**	**7,837,472,825**	**1,156,088,804**

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

1. Basis of Preparation — continued

Basis of consolidation — continued

The table sets forth the results of operations of the VIEs included in the Company's consolidated statements of comprehensive income:

	Six months ended June 30,		
	2016	2017	
	(Unaudited) RMB	(Unaudited) RMB	(Unaudited) US$
Revenues	371,605,193	1,833,135,450	270,401,878
Net income	122,435,098	996,652,450	147,014,065

The table sets forth the cash flows of the VIEs included in the Company's consolidated statements of cash flows:

	Six months ended June 30,		
	2016	2017	
	(Unaudited) RMB	(Unaudited) RMB	(Unaudited) US$
Net cash provided by operating activities	187,674,575	1,443,910,294	212,988,110
Net cash used in investing activities	(1,276,634,150)	(2,303,790,535)	(339,827,199)
Net cash provided by financing activities	982,752,526	718,383,871	105,967,264

Consolidated trusts

Beginning in November 2016, the Company, through its VIEs and subsidiaries of VIEs, established several trusts to invest in loans through the Company's platform using both funds from third parties and the Company. Such trusts are administered by a third party trust company as the trustee. The Company provides loan facilitation and financial guarantees to the trusts.

The Company is considered the primary beneficiary of the trusts and has consolidated the trusts in the accompanying consolidated financial statements.

All assets of the consolidated trusts are collateral for the trusts' obligations and can only be used to settle the trusts' obligations.

On December 30, 2016, the board of the Company approved and set up the Share Based Payment Trust for the purpose of holding options awarded to certain employees and the underlying shares before they are exercised as instructed by the employees. Upon exercising the options, the shares will be transferred to the relevant employees. As the Company has the power to govern the financial and operating policies of the Share Based Payment Trust and derives benefits from the contributions of the employees who have been awarded the options of the Company through their continued employment with the Company, the assets and liabilities of the Share Based Payment Trust are included in the consolidated balance sheets.

2. Summary of Principal Accounting Policies

Basis of presentation

The unaudited interim condensed consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles ("U.S. GAAP").

Principles of consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries, VIEs and the subsidiaries of the VIEs. All inter-company transactions and balances have been eliminated.

Pro forma information

The unaudited pro forma balance sheet information as of June 30, 2017 assumes (i) the automatic conversion of all of the outstanding Convertible Preferred Shares into 222,460,486 ordinary shares on a 1:1 basis upon the completion of the Qualified IPO, (ii) the designation of all ordinary shares owned by Mr. Luo Min into 63,491,172 Class B ordinary shares on a 1:1 basis upon the completion of the Qualified IPO, (iii) the designation of all of the remaining outstanding ordinary shares and the automatic conversion of all outstanding Convertible Preferred Shares into 230,746,898 Class A ordinary shares on a 1:1 basis upon the completion of the Qualified IPO.

Unaudited interim condensed consolidated financial statements

The accompanying unaudited interim condensed consolidated balance sheet as of June 30, 2017, the unaudited interim condensed consolidated statements of comprehensive income and cash flows for the six months ended June 30, 2016 and 2017, and the related footnote disclosures are unaudited. These unaudited interim condensed consolidated financial statements of the Company are prepared in accordance with U.S. GAAP for interim financial statements using accounting policies that are consistent with those used in the preparation of the Company's audited consolidated financial statements for the year ended December 31, 2016. Accordingly, these unaudited interim condensed consolidated financial statements do not include all of the information and footnotes required by U.S. GAAP for annual financial statements. As disclosed in Note 1 of the Company's audited consolidated financial statements for the year ended December 31, 2016, the Company was restructured on December 9, 2016 in order to establish the Company as the parent company. As the shareholdings in the Company and the VIEs were identical immediately before and after the restructuring, the transaction was accounted for under common ownership, in a manner similar to a pooling of interests. Accordingly, the unaudited interim condensed financial statements for the six months ended June 30, 2016 were retrospectively adjusted to reflect the historical results and assets and liabilities of the Company's business. Such basis of preparation is consistent with that adopted in the preparation of the Company's consolidated financial statements for the year ended December 31, 2016.

2. Summary of Principal Accounting Policies — continued

Unaudited interim condensed consolidated financial statements — continued

In the opinion of the Company's management, the accompanying unaudited interim condensed consolidated financial statements contain all normal recurring adjustments necessary to present fairly the consolidated financial position, operating results and cash flows of the Company for each of the periods presented. The results of operations for the six months ended June 30, 2017 are not necessarily indicative of results to be expected for any other interim period or for the full year of 2017. The consolidated balance sheet as of December 31, 2016 was derived from the audited consolidated financial statements at that date but does not include all of the disclosures required by U.S. GAAP for annual financial statements. These unaudited interim condensed consolidated financial statements should be read in conjunction with the Company's consolidated financial statements for the year ended December 31, 2016.

Convenience translation for financial statements presentation

Translations of amounts from RMB into US$ for the convenience of the reader have been calculated at the exchange rate of RMB 6.7793 per US$1.00 on June 30, 2017, as published on the website of the United States Federal Reserve Board. No representation is made that the RMB amounts could have been, or could be converted into US$ at such rate.

Restricted cash

Restricted cash represents cash held by the consolidated trusts through segregated bank accounts. Such restricted cash is not available to fund the general liquidity needs of the Company.

3. Loan principal and financing service fee receivables

The following table presents nonaccrual loan principal as of December 31, 2016 and June 30, 2017, respectively.

	As of December 31, 2016	As of June 30, 2017	
	(Audited) RMB	(Unaudited) RMB	(Unaudited) US$
Nonaccrual loan principal	29,770,427	55,745,412	8,222,886
Less: allowance for nonaccrual loan principal	(25,312,490)	(43,915,189)	(6,477,835)
Nonaccrual loan principal, net	4,457,937	11,830,223	1,745,051

3. Loan principal and financing service fee receivables — continued

The following present the aging of past-due loan principal and financing service fee receivables as of December 31, 2016:

	1-30 days (Audited) RMB	31-60 days (Audited) RMB	61-90 days (Audited) RMB	91-120 days (Audited) RMB	121-150 days (Audited) RMB	151-180 days (Audited) RMB	Total past due (Audited) RMB	Current (Audited) RMB	Total (Audited) RMB
Domestic consumer loan (uncollateralized)									
-Loan principal	74,833,461	19,548,573	14,677,810	11,429,365	9,186,682	9,154,380	138,830,271	4,831,016,428	4,969,846,699
-Financing service fee receivables	1,850,790	756,907	679,930	—	—	—	3,287,627	46,491,833	49,779,460
	76,684,251	20,305,480	15,357,740	11,429,365	9,186,682	9,154,380	142,117,898	4,877,508,261	5,019,626,159

The following present the aging of past-due loan principal and financing service fee receivables as of June 30, 2017 (unaudited):

	1-30 days (Unaudited) RMB	31-60 days (Unaudited) RMB	61-90 days (Unaudited) RMB	91-120 days (Unaudited) RMB	121-150 days (Unaudited) RMB	151-180 days (Unaudited) RMB	Total past due (Unaudited) RMB	Current (Unaudited) RMB	Total (Unaudited) RMB	Total (Unaudited) US$
Domestic consumer loan (uncollateralized)										
-Loan principal	71,134,961	28,831,045	23,008,613	18,425,344	16,930,050	20,390,018	178,720,031	9,277,525,854	9,456,245,885	1,394,870,545
-Financing service fee receivables	4,791,530	1,866,706	1,084,960	—	—	—	7,743,196	122,952,805	130,696,001	19,278,687
	75,926,491	30,697,751	24,093,573	18,425,344	16,930,050	20,390,018	186,463,227	9,400,478,659	9,586,941,886	1,414,149,232

As of June 30, 2017, all loans which are past due 90 days or more are nonaccrual.

QUDIAN INC.

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CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

3. Loan principal and financing service fee receivables — continued

Movement of allowance for loan principal and financing service fee receivables during the six months ended June 30, 2017 is as follows:

	As of June 30, 2017			
	Loan principal	Financing service fee receivables	Total	
	(Unaudited) RMB	(Unaudited) RMB	(Unaudited) RMB	(Unaudited) US$
Balance at the beginning of the period (audited)	103,111,134	2,002,605	105,113,739	15,505,102
Additions	95,924,579	3,071,728	98,996,307	14,602,733
Charge-offs	(67,164,771)	—	(67,164,771)	(9,907,331)
Balance at the end of the period	131,870,942	5,074,333	136,945,275	20,200,504
Evaluated for impairment on a pooled basis	131,870,942	5,074,333	136,945,275	20,200,504

4. Short-term borrowings and long-term borrowings

In the ordinary course of business, the Company transfers loan principals to the Funding Partners. However, the loan principals are not legally isolated in accordance with the PRC law and are not derecognized upon transfer, and the proceeds from the transfer is accounted for as a secured borrowing with pledged collateral.

The following table presents short-term borrowings from the Funding Partners as of December 31, 2016 and June 30, 2017. Short-term borrowings includes borrowings with terms shorter than one year, the current portion of the long-term borrowings and long-term borrowings with early repayment options that are exercisable by the Funding Partners on demand:

Funding Partners	Fixed annual interest rate (%)	Term*	As of December 31 2016	As of June 30, 2017	
			(Audited) RMB	(Unaudited) RMB	(Unaudited) US$
P2P platforms	6 to 12	1 month to 24 months	3,141,161,270	431,620,671	63,667,439
Private financial assets trading platform	9 to 10.84	91 days to 365 days	358,330,505	2,400,140,358	354,039,555
Trust investors	7.5 to 8.5	12 months	506,719,178	1,654,503,601	244,052,278
Banks	7.5 to 8.5	12 months	—	240,416,667	35,463,347
Other funding partners	5.5 to 12	370 days to 698 days	177,019,905	1,739,820,938	256,637,254
			4,183,230,858	6,466,502,235	953,859,873

* Includes current portion of borrowings greater than 1 years.

QUDIAN INC.

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CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

4. Short-term borrowings and long-term borrowings — continued

The following table presents long-term borrowings from the Funding Partners as of December 31, 2016 and June 30, 2017:

Funding Partners	Fixed annual interest rate (%)	Term	As of December 31 2016	As of June 30, 2017	
			(Audited) RMB	(Unaudited) RMB	(Unaudited) US$
P2P platforms	6 to 12	13 months to 34 months	76,052,124	11,822,590	1,743,925

The weighted average interest rate for the outstanding borrowings was approximately 9.15% and 9.64% as of December 31, 2016 and June 30, 2017, respectively.

The following table sets forth the contractual obligations which has not included impact of discount of time value as of December 31, 2016 and June 30, 2017:

	Payment due by period			
	Less than 1 year	1 – 2 years	Greater than 2 years	Total
As of December 31, 2016 Long-term borrowings and interest payables (audited, RMB)	217,633,327	78,081,207	—	295,714,534
As of June 30, 2017 Long-term borrowings and interest payables (unaudited, RMB)	45,349,929	12,120,930	—	57,470,859
As of June 30, 2017 Long-term borrowings and interest payables (unaudited, US$)	6,689,471	1,787,932	—	8,477,403

5. Guarantee liabilities

The movement of guarantee liabilities during the six months ended June 30, 2017 is as follows:

	As of June 30, 2017	
	(Unaudited) RMB	(Unaudited) US$
Balance at the beginning of the period	6,207,812	915,701
Fair value of guarantee liabilities upon the inception of new loans	10,772,852	1,589,080
Guarantee to be settled	(11,389,663)	(1,680,065)
Change in fair value of guarantee liabilities	4,016,978	592,536
	9,607,979	1,417,252

QUDIAN INC.

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CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

5. Guarantee liabilities — continued

As of June 30, 2017, the maximum potential undiscounted future payment the Company may be required to make is RMB 1,231,745,007 (US$ 181,692,064). The terms of the guarantee range from 1 week to 2 years, as of June 30, 2017.

6. Income taxes

The Company was incorporated in the Cayman Islands. It is tax-exempted under the tax laws of the Cayman Islands. Qudian BVI is domiciled in the British Virgin Islands, which is also tax-exempted. Qudian HK is domiciled in Hong Kong, and is subject to 16.5% statutory income tax rate in the periods presented.

The VIEs and its subsidiaries domiciled in the PRC were subject to 25% statutory income tax rate in the periods presented. Qudian BVI is tax-exempt. As stipulated by the Taxation Law of PRC, all the subsidiaries in Ganzhou are qualified enterprises engaged in industry under the Western Development Strategy and are therefore entitled to preferential tax rate of 15%.

The Enterprise Income Tax Law (the "EIT Law") of the PRC includes a provision specifying that legal entities organized outside PRC will be considered residents for Chinese income tax purposes if their place of effective management or control is within PRC. If legal entities organized outside PRC were considered residents for Chinese income tax purpose, they would become subject to the EIT Law on their worldwide income. This would cause any income from legal entities organized outside PRC earned to be subject to PRC's 25% EIT. The Implementation Rules to the EIT Law provides that non-resident legal entities will be considered as PRC residents if substantial and overall management and control over the manufacturing and business operations, personnel, accounting, and properties, etc. reside within PRC.

Despite the present uncertainties resulting from the limited PRC tax guidance on the issue, the Company does not believe that the legal entities organized outside PRC should be characterized as PRC residents for EIT Law purposes.

The current and deferred component of income tax expenses which were substantially attributable to the Company's PRC subsidiaries, VIEs and subsidiaries of the VIEs, are as follows:

	Six months ended June 30,		
	2016	2017	
	(Unaudited) RMB	(Unaudited) RMB	(Unaudited) US$
Current income tax expense	28,323,168	206,701,638	30,490,115
Deferred income tax expense	(4,410,590)	(15,847,778)	(2,337,672)
Total income tax expense	23,912,578	190,853,860	28,152,443

In November 2015, the FASB issued ASU No. 2015-17, *Balance Sheet Classification of Deferred Taxes* ("ASU 2015-17"), that requires that all deferred tax assets and liabilities, along with any related valuation allowance, be classified as noncurrent on the balance sheet. This ASU, which may be adopted either

6. Income taxes — continued

prospectively or retrospectively, is effective for annual periods beginning after December 15, 2016 and interim periods within those annual periods. Early adoption is permitted. Adoption of the ASU may result in changes in the Company's presentation of deferred tax assets and liabilities on the Company's financial position but will not affect the substantive content of the Company's consolidated financial statements. The Company has early adopted this standard.

The principal components of the deferred tax assets and liabilities are as follows:

	As of December 31, 2016	As of June 30, 2017	
	(Audited) RMB	(Unaudited) RMB	(Unaudited) US$
Non-current deferred tax assets			
Allowance for loan principal and service fee receivables	33,430,952	51,037,021	7,528,361
Allowance for other receivables	2,082,694	2,306,920	340,290
Guarantee liabilities	931,172	1,441,197	212,588
Share-based compensation	18,087,929	23,403,787	3,452,242
Investment loss under equity method	1,201,296	2,664,517	393,037
Net operating loss carry forwards	55,764,192	88,690,388	13,082,529
Less valuation allowance	(93,710,536)	(135,908,353)	(20,047,550)
Non-current deferred tax assets, net	17,787,699	33,635,477	4,961,497
Non-current deferred tax liabilities	—	—	—

The Company operates through its subsidiaries, VIEs and subsidiaries of the VIEs. The valuation allowance is considered on an individual entity basis. As of June 30, 2017, the Company had deferred tax assets related to net operating loss carry forwards of RMB 88,690,388 (US$ 13,082,529) from its subsidiaries, VIEs and subsidiaries of the VIEs registered in the PRC, which can be carried forward to offset taxable income. The net operating loss will expire in years 2018 to 2022 if not utilized. The Company assessed the available evidence to estimate if sufficient future taxable income would be generated to use the existing deferred tax assets.

6. Income taxes — continued

Reconciliation between the income taxes expense computed by applying the PRC tax rate to loss before the provision of income taxes and the actual provision for income taxes is as follows:

	Six months ended June 30,		
	2016	2017	
	(Unaudited) RMB	(Unaudited) RMB	(Unaudited) US$
Income before provision of income tax	146,347,676	1,164,516,303	171,775,303
PRC statutory income tax rate	25%	25%	25%
Income tax at statutory tax rate	36,586,919	291,129,076	42,943,825
Effect of different tax rates	(11,298,964)	(128,325,975)	(18,929,089)
Expenses not deductible for tax purposes	69,910	518,904	76,543
Income tax refund	—	(14,665,962)	(2,163,345)
Changes in valuation allowance	(1,445,287)	42,197,817	6,224,509
Income tax expenses	23,912,578	190,853,860	28,152,443

The Company did not incur any interest and penalties related to potential underpaid income tax expenses.

The relevant tax authorities have not conducted a tax examination on PRC entities. In accordance with relevant PRC tax administration laws, the tax for the six months ended June 30, 2016 and 2017 of the Company's PRC subsidiaries, VIEs and subsidiaries of the VIEs remain subject to tax audits by the relevant tax authorities as of June 30, 2017.

Management has asserted to indefinitely reinvest the undistributed earnings of the subsidiaries located in the PRC. The cumulative amount of the temporary differences in respect of investments in foreign subsidiaries is RMB 1,812,405,113 (US$ 267,343,990) as of June 30, 2017. Upon repatriation of the foreign subsidiaries and the VIEs' earnings, in the form of dividends or otherwise, the Company would be subject to various PRC income taxes including withholding income tax. The related unrecognized deferred tax liabilities were approximately RMB 724,962,045 (US$ 106,937,596).

7. Fair value measurements

Assets and liabilities disclosed at fair value

The Company measures its cash and cash equivalents, restricted cash, loan principal and financing service fee receivables and short term borrowing at amortized cost. The carrying value of loan principal and financing service fee receivables approximate their fair value due to their short-term nature and are considered a level 3 measurement. The fair value was estimated by discounting the scheduled cash flows through to estimated maturity using estimated discount rates based on current offering rates of comparable institutions with similar services. The carrying value of the Company's debt obligations approximate fair value as the borrowing rates are similar to the market rates that are currently available to the Company for financing obligations with similar terms and credit risks and represent a level 2 measurement. The guarantee liabilities are presented as a level 3

7. Fair value measurements — continued

measurement, with fair value estimated by discounting expected future payouts, net charge off rates, expected collection rates and a discount rate for time value.

Assets measured at fair value on a nonrecurring basis

The Company measured its property and equipment, intangible assets and equity method investment at fair value on a nonrecurring basis whenever events or changes in circumstances indicate that the carrying value may no longer be recoverable.

Assets and liabilities measured at fair value on a recurring basis

The Company measured its short-term investments at fair value on a recurring basis. The short-term investments were wealth management products issued by China Merchants Bank that are redeemable at any time. The Company valued the short-term investments based on the quoted subscription/redemption price published by China Merchants Bank.

The Company measured its guarantee liabilities at fair value on a recurring basis. As the Company's guarantee liabilities are not traded in an active market with readily observable prices, the Company uses significant unobservable inputs to measure the fair value of guarantee liabilities. Guarantee liabilities are categorized in the Level 3 valuation hierarchy based on the significance of unobservable factors in the overall fair value measurement. The Company did not transfer any assets or liabilities in or out of level 3 during the year ended December 31, 2016 and six months ended June 30, 2017.

The following table summarizes the Company's financial assets and liabilities measured and recorded at fair value on recurring basis as of December 31, 2016 and June 30, 2017:

	As of December 31, 2016			
	Active market (Level 1) (Audited) RMB	Observable inputs (Level 2) (Audited) RMB	Non-observable inputs (Level 3) (Audited) RMB	Total (Audited) RMB
Assets:				
Short-term investments Monetary wealth management products	—	430,200,000	—	430,200,000
Liabilities:				
Guarantee liabilities	—	—	6,207,812	6,207,812

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

7. Fair value measurements — continued

	As of June 30, 2017			
	Active market (Level 1) (Unaudited) RMB	Observable inputs (Level 2) (Unaudited) RMB	Non-observable inputs Level 3) (Unaudited) RMB	Total (Unaudited) RMB
Assets:				
Short-term investments Monetary wealth management products	—	—	—	—
Liabilities:				
Guarantee liabilities	—	—	9,607,979	9,607,979

	As of June 30, 2017			
	Active market (Level 1) (Unaudited) US$	Observable inputs (Level 2) (Unaudited) US$	Non-observable inputs (Level 3) (Unaudited) US$	Total (Unaudited) US$
Assets:				
Short-term investments Monetary wealth management products	—	—	—	—
Liabilities:				
Guarantee liabilities	—	—	1,417,252	1,417,252

At June 30, 2017, the discounted cash flow methodology is used to estimate the fair value of guarantee liabilities. The significant unobservable inputs used in the fair value measurement of guarantee liabilities include the discount rate and expected delinquency rates applied in the valuation models. These inputs in isolation can cause significant increases or decreases in fair value. Specifically, when a discounted cash flow model is used to determine fair value, the significant input used in the valuation model is the discount rate applied to present value the projected cash flows. Increases in the discount rate can significantly lower the fair value of guarantee liabilities; conversely a decrease in the discount rate can significantly increase the fair value of the guarantee liabilities. The discount rate is determined based on the market rates. Increase in the expected delinquency rates can significantly increase the fair value of guarantee liabilities; conversely a decrease in the expected delinquency rates can significantly decrease the fair value of guarantee liabilities.

Significant Unobservable Inputs

Financial Liabilities	Unobservable Input	As of June 30, 2017 Range of Inputs Weighted — Average
Guarantee liabilities	Discount rates	5.20%
	Expected delinquency rates	0.26% to 0.58%

7. Fair value measurements — continued

Refer to Note 5 for additional information about Level 3 guarantee liabilities measured at fair value on a recurring basis for the six months ended June 30, 2017.

8. Earnings per share

The following table sets forth the computation of basic and diluted net income per ordinary share for the period for the six months ended June 30, 2016 and 2017:

	Six months ended June 30,		
	2016	2017	
	(Unaudited) RMB	(Unaudited) RMB	(Unaudited) US$
Basic and diluted income per share			
Numerator:			
Net income attributable to ordinary shareholders for computing basic earnings per share	122,435,098	973,662,443	143,622,860
Net income attributable to ordinary shareholders for computing diluted earnings per share	122,435,098	973,662,443	143,622,860
Shares (denominator):			
Weighted average number of shares used in calculating net income per ordinary share — basic (millions of shares)	79.31	76,87	76.87
Adjustments for dilutive share options (millions of shares)	—	1.72	1.72
Conversion of Convertible Preferred Shares (millions of shares)	222.46	222.46	222.46
Weighted average number of shares used in calculating net income per ordinary share — diluted (millions of shares)	301.77	301.05	301.05
Net income per ordinary share — basic	1.54	12.67	1.87
Net income per ordinary share — diluted	0.41	3.23	0.48

The unaudited pro forma net income per ordinary share is computed using the weighted-average number of ordinary shares outstanding and assumes the automatic conversion of all of the Company's Series A, Series B, Series C Preferred Shares into 222,460,486 weighted-average shares of Class A ordinary stock and the designation of all ordinary shares owned by Mr. Luo Min into 63,491,172 Class B ordinary shares upon the closing of the Company's Qualified IPO as defined in Note 11 of the unaudited interim condensed consolidated financial statements, as if it had occurred on January 1, 2017.

The Company believes the unaudited pro forma net income per share provides material information to investors and the disclosure of pro forma net income per ordinary share provides an indication of net income per ordinary share that is comparable to what will be reported by the Company as a public company following the closing of the Qualified IPO.

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

8. Earnings per share — continued

The following table summarizes the unaudited pro forma net income per share attributable to ordinary shareholders:

Basic income per share:

	As of June 30, 2017			
	Class A		Class B	
	(Unaudited) RMB	(Unaudited) US$	(Unaudited) RMB	(Unaudited) US$
Numerator:				
Net income attributable to Class A and Class B ordinary shareholders	**767,139,850**	**113,159,155**	**206,522,593**	**30,463,705**
Millions of Shares (denominator):				
Weighted average shares used for basic income per share computation	13.38	13.38	63.49	63.49
Add: Conversion of preferred shares	222.46	222.46	—	—
Number of shares used for basic income per share computation	**235.84**	**235.84**	**63.49**	**63.49**
Pro forma basic income per share	**3.25**	**0.48**	**3.25**	**0.48**

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

8. Earnings per share — continued

The following table summarizes the unaudited pro forma net income per share attributable to ordinary shareholders — continued

Diluted income per share:

	As of June 30, 2017			
	Class A		Class B	
	(Unaudited) RMB	(Unaudited) US$	(Unaudited) RMB	(Unaudited) US$
Numerator:				
Net income attributable to Class A and Class B ordinary shareholders	768,318,511	113,333,017	205,343,932	30,289,843
Reallocation of net income as a result of conversion of Class B to Class A ordinary shares	205,343,932	30,289,843	—	—
Allocation of net income to Class A and Class B ordinary Shareholders for diluted income per share	**973,662,443**	**143,622,860**	**205,343,932**	**30,289,843**
Millions of Shares (denominator):				
Number of shares used for basic pro forma income per share computation	235.84	235.84	63.49	63.49
Conversion of Class B to Class A common shares	63.49	63.49	—	—
Pro forma adjustment to reflect issuance of weighted average effect of dilutive securities:				
Employee stock options	1.72	1.72	—	—
Number of shares used for diluted income per share computation	**301.05**	**301.05**	**63.49**	**63.49**
Pro forma diluted income per share	**3.23**	**0.48**	**3.23**	**0.48**

9. Related party balances and transactions

Related parties

Name of related parties	Relationship with the Company
Luo Min	Founder, chief executive officer and principal shareholder of the Company
Qufenqi Inc.	Ultimate legal holding company of the VIE1 prior to December 31, 2015
Qufenqi (HK) Limited	Holding company of the VIE1 prior to December 17, 2015, and a subsidiary of the Company since April 27, 2017
Alipay.com Co., Ltd.	Subsidiary of principal shareholder of the Company
Ganzhou Qu Campus	The Company's equity method investee
Ganzhou Happy Share Capital Management LLP	Company controlled by Founder
Ganzhou Qudian Technology Co., Ltd.	Company controlled by Founder, and VIE2 since May 1, 2017
Zhima Credit Management Co., Ltd	Subsidiary of principal shareholder of the Company
Guosheng Financial Holding Inc.	Company controlled by Director
Key management and their immediate families	The Company's key management and their immediate families

Details of related party balances and transactions as of December 31, 2016 and June 30, 2017 are as follows:

9.1 Amounts due to related parties

	Note	As of December 31, 2016	As of June 30, 2017	
		(Audited) RMB	(Unaudited) RMB	(Unaudited) US$
Qufenqi Inc.	(i)	867,874	867,874	128,018
Zhima Credit Management Co., Ltd	(ii)	19,605,313	13,145,461	1,939,059
Alipay.com Co., Ltd	(ii)	—	60,399,519	8,909,403
Guosheng Financial Holding Inc.	(iii)	—	734,724,871	108,377,690
Total		20,473,187	809,137,725	119,354,170

(i) The balance mainly represents the transactions from daily operations, which is interest free and payable on demand.

(ii) The balance mainly represents the advertising platform service fee payables.

(iii) The amount due to Guosheng Financial Holding Inc. (the "Guosheng") represents the investment Gousheng made to the Trust VI. As of June 30, 2017, the principal was RMB 720 million (US$ 106,205,656) and the interest payable was RMB 14,724,871 (US$ 2,172,034).

9. Related party balances and transactions — continued

9.2 Amounts due from related parties

	Note	As of December 31, 2016	As of June 30, 2017	
		(Audited) RMB	(Unaudited) RMB	(Unaudited) US$
Short-term amounts due from related parties				
Qufenqi Inc.		180,000,000	5,108	753
Qufenqi (HK) Limited		4,860	—	—
Ganzhou Qu Campus		157,673	—	—
Ganzhou Happy Share Capital Management LLP		770	—	—
Alipay.com Co., Ltd.	(i)	404,631,249	473,243,944	69,807,199
Zhima Credit Management Co., Ltd		778,837	4,152,567	612,536
Key management and their immediate families				
Employee advances		60,000	—	—
Loan principal and financing service fee receivables	(ii)	272,318	1,000,000	147,508
Total short-term amounts due from related parties		585,905,707	478,401,619	70,567,996
Long-term amounts due from related parties				
Key management and their immediate families				
Loan principal and financing service fee receivables	(ii)	1,000,000	—	—
Total long-term amounts due from related parties		1,000,000	—	—
Total amounts due from related parties		586,905,707	478,401,619	70,567,996

(i) The balance represents the amount deposited in the Company's Alipay accounts. Such amount is unrestricted as to withdrawal and use and readily available to the Company on demand.

(ii) Key management and their immediate families borrowed funds through the Company's financing platform.

The movement of the loan principal and financing service fee receivables due from key management and their immediate families is as follows:

	As of December 31, 2016	As of June 30, 2017	
	(Audited) RMB	(Unaudited) RMB	(Unaudited) US$
Balance at the beginning of the year/ period	2,705,053	1,272,318	187,677
Loan principal and financing service fee receivables	2,700,000	—	—
Payments	(4,132,735)	(272,318)	(40,169)
Balance at end of the year/ period	1,272,318	1,000,000	147,508

QUDIAN INC.

NOTES TO THE UNAUDITED INTERIM CONDENSED

CONSOLIDATED FINANCIAL STATEMENTS — continued

FOR THE SIX MONTHS ENDED JUNE 30, 2016 AND 2017

(Amounts in Renminbi ("RMB") and US dollar ("US$") except for number of shares and per share data)

9. Related party balances and transactions — continued

9.2 Amounts due from related parties — continued

As of December 31, 2016 and June 30, 2017, the total outstanding balance, which was on demand, interest free and uncollateralized due from these related parties, was RMB 1,000,000 and RMB 1,000,000 (US$ 147,508), respectively. The remaining interest free loans will be repaid in full by May 2018.

The Company intends to settle its interest free loans extended to related parties and does not plan to enter into similar transactions with related parties in the future.

9.3 Transactions with related parties

	Note	Six months ended June 30, 2016 (Unaudited) RMB	2017 (Unaudited) RMB	2017 (Unaudited) US$
Financing income				
Key management and their immediate families		61,513	4,551	671
Cost of revenues				
Alipay.com Co., Ltd.		12,615,561	50,382,245	7,431,777
Zhima Credit Management Co., Ltd		1,905,543	11,275,550	1,663,232
Guosheng Financial Holding Inc.		—	14,724,870	2,172,034
		14,521,104	76,382,665	11,267,043
Sales and marketing expense				
Alipay.com Co., Ltd		—	60,399,519	8,909,403
Zhima Credit Management Co., Ltd		—	15,155,688	2,235,584
		—	75,555,207	11,144,987

10. Commitments and contingencies

Operating lease commitments

The Company leases certain office premises under non-cancelable leases. Rental expenses under operating leases for the six months ended June 30, 2016 and 2017 were RMB 3,672,285 and RMB 7,046,380 (US$ 1,039,396) respectively.

Future minimum lease payments under non-cancelable operating leases agreements consist of the following as of June 30, 2017 (unaudited):

	RMB	US$
1 year (Including 1 year)	14,652,440	2,161,350
1 year to 2 years (Including 2 years)	13,690,896	2,019,515
2 years to 3 years (Including 3 years)	19,048	2,810
	28,362,384	4,183,675

10. Commitments and contingencies — continued

The Company's operating lease commitments have no renewal options, rent escalation clauses and restriction or contingent rents.

11. Convertible preferred shares

The Company issued Series A, Series B and Series C preferred shares (collectively, the "Preferred Shares") to the same group of third party shareholders of the VIEs on the Restructuring date i.e. December 9, 2016. The Preferred Shares are recorded at fair value on the issuance date and is presented retrospectively to periods before December 9, 2016.

The following is a summary of the significant terms of the Preferred Shares:

Conversion rights

The holders of the Preferred Shares are entitled to convert, at the option of the holder thereof, at any time the date of the first issuance of the respective Preferred Shares applicable to such Preferred Share, into such number of fully paid and non-assessable ordinary shares as is determined by dividing the deemed issue price ("Adjusted Issue Price") applicable to such series of Preferred Shares by the conversion price applicable to such series of Preferred Shares (the "Conversion Price"), in effect on the date the certificate is surrendered for conversion. The initial Conversion Price shall initially equal the Adjusted Issue Price applicable to such Preferred Share, and shall be adjusted from time to time. The initial conversion ratio for Preferred Shares to Ordinary Shares shall be 1:1. As of December 31, 2016 and June 30, 2017, this conversion ratio was one Preferred Share convertible into one ordinary share.

The maximum number of ordinary shares that would be required to settle a conversion of all Preferred Shares is as follows:

	Maximum number of shares issuable as of	
	December 31, 2016 (Audited)	June 30, 2017 (Unaudited)
Series A-1	2,616,641	2,616,641
Series A-2	4,779,796	4,779,796
Series B-1	38,487,004	38,487,004
Series B-2	5,233,281	5,233,281
Series B-3	31,865,304	31,865,304
Series C-1	37,720,709	37,720,709
Series C-2	19,469,603	19,469,603
Series C-3	13,391,793	13,391,793
Series C-4	10,823,841	10,823,841
Series C-5	58,072,514	58,072,514
Total	222,460,486	222,460,486

11. Convertible preferred shares — continued

Conversion rights — continued

The conversion ratio for any series of Preferred Shares shall be subject to adjustment only as provided in accordance with items (a), (b), (c), (d), (e) and (f) below in order to adjust the number of ordinary shares into which such series of the Preferred Shares is convertible.

(a) Adjustments for share splits and combinations
(b) Adjustments to ordinary shares dividends and distributions
(c) Adjustments for other dividends
(d) Reorganizations, mergers, consolidations, reclassifications, exchanges and substitutions
(e) Sale of shares below the conversion price
(f) Deemed issuance of additional stock

Automatic Conversion

Each Preferred Share or such series of Preferred Shares, as applicable, shall automatically be converted into ordinary shares at the then-effective conversion ratio applicable to such Preferred Share upon either (a) the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the United States Securities Act of 1933 covering the offer and sale of ordinary shares for the account of the Company to the public at a public offering price per share corresponding to a pre-money, at-IPO valuation of the Company of at least US$1,000,000,000 with net proceeds to the Company in excess of US$30 million (after deduction for underwriting discounts, commissions and expenses) (the "Qualified IPO"); or (b) with respect to Series A Shares at the election of the holders of eighty percent (80%) of Series A Shareholders; with respect to Series B Shares at the election of the holders of seventy-five percent (75%) of the Series B Shares (voting together as a separate class); and with respect to Series C Shares at the election of fifty percent (50%) of Series C Shareholders.

Dividends

The holders of Preferred Shares shall be entitled to receive non-cumulative dividends at an annual rate of 8% as and when declared by the Board of Directors, prior and in preference to any declaration or payment of any dividend on the ordinary shares and all other classes of shares of the Company.

No dividends have been declared for the Preferred Shares for the periods presented.

After the preferential dividends relating to the Preferred Shares above have been paid in full or declared and set apart in any fiscal year of the Company, any additional dividends available may be declared in that fiscal year for the ordinary shares. Such additional dividends shall be declared pro rata on the ordinary shares and Preferred Shares on an as-converted basis.

Voting rights

The holders of each Preferred Shares are entitled to the number of votes equal to the number of ordinary shares into which such Preferred Shares could be converted at the voting date.

11. Convertible preferred shares — continued

Redemption

The Preferred Shares are redeemable by the holders at any time after the earlier of the occurrence of the following event: (i) the Company fails to complete a Qualified IPO before September 30, 2020, (ii) any material adverse change in the regulatory environment, (iii) any material breach of the Preferred Share Purchase Agreement, at an amount equal to the sum of the Adjusted Issue Price, plus an amount accruing daily at 8% per annum and all declared but unpaid dividends.

Liquidation Preference

In the event of liquidation, dissolution or winding up of the Company, the assets of the Company available for distribution shall be made as follows:

- The holders of Series C Preferred Shares are entitled to receive an amount equal to issue price plus all declared but unpaid dividends and distributions, in preference to any distribution to the holders of the Series B Shares, the Series A Shares and the ordinary shareholders of the Company;
- After the payment to the holders of Series C Preferred Shares, the holders of Series B Preferred Shares are entitled to receive an amount equal to issue price plus all declared but unpaid dividends and distributions, in preference to any distribution to the holders of the Series A Preferred Shares and the ordinary shareholders of the Company;
- After the payment to the holders of Series C and Series B Preferred Shares, the holders of Series A Preferred Shares are entitled to receive an amount equal to issue price plus all declared but unpaid dividends and distributions, in preference to any distribution to the holders of the ordinary shareholders of the Company.

After payment has been made to the holders of the Preferred Shares in accordance with the above, the remaining assets of the Company available for distribution to shareholders shall be distributed ratably among the holders of ordinary shares and Preferred Shares based on the number of ordinary shares into which such Preferred Shares are convertible.

Initial Measurement and Subsequent Accounting for Preferred Shares

The Preferred Shares do not meet the criteria of mandatorily redeemable financial instruments specified in ASC 480-10-S99, and have been classified as mezzanine equity in the consolidated balance sheets. The Preferred Shares were initially measured at fair value. Beneficial conversion features exist when the conversion price of the convertible preferred shares is lower than the fair value of the ordinary shares at the commitment date, which is the issuance date in the Company's case. When a beneficial conversion feature exists as of the commitment date, its intrinsic value is bifurcated from the carrying value of the convertible preferred shares as a contribution to additional paid-in capital. On the commitment date, the most favorable conversion price used to measure the beneficial conversion feature of the Preferred Shares was higher than the fair value per ordinary share and therefore no bifurcation of beneficial conversion feature was recognized. The Company determined the fair value of ordinary shares with the assistance of an independent third party valuation firm.

11. Convertible preferred shares — continued

Initial Measurement and Subsequent Accounting for Preferred Shares

The Company has elected to recognize the changes in redemption value immediately as they occur and adjust the carrying amount of the Preferred Shares to equal the redemption value at each reporting period. The changes in redemption value including cumulative dividends shall be recorded as a reduction of income available to ordinary shareholders in accordance with ASC 480-10-S99 3A.

The Company concluded that there is no accretion to be recognized because the carrying amount of the Preferred Shares is greater than the redemption value. Therefore, no adjustment will be made to the initial carrying amount of the Preferred Shares until the redemption amount exceeds the carrying amount of the Preferred Shares. The liquidation preference amount was US$ 467 million as of June 30, 2017.

12. 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 VIEs and subsidiaries of the VIEs incorporated in PRC only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. The consolidated results of operations reflected in the consolidated financial statements prepared in accordance with U.S. GAAP differ from those reflected in the statutory financial statements of the Company's subsidiaries.

Under PRC law, the Company's subsidiaries, VIEs and the subsidiaries of the VIEs located in the PRC (collectively referred as the "PRC entities") are required to provide for certain statutory reserves, namely a general reserve, an enterprise expansion fund and a staff welfare and bonus fund. The PRC entities are required to allocate at least 10% of their after tax profits on an individual company basis as determined under PRC accounting standards to the statutory reserve and has the right to discontinue allocations to the statutory reserve if such reserve has reached 50% of registered capital on an individual company basis. In addition, the registered capital of the PRC entities is also restricted.

Under PRC regulations, the subsidiaries of the VIEs in the PRC with microloan license is required to provide a statutory reserve, which is appropriated from net income as reported in the Company's statutory accounts. The Company is required to allocate 1.5% of its balance of loan principal to the statutory reserve. The statutory reserves can only be used for specific purposes and not distributable as cash dividends.

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 PRC entities are also subject to similar statutory reserve requirements. These reserves can only be used for specific purposes and are not transferable to the Company in the form of loans, advances or cash dividends.

Amounts restricted that include paid-in capital and statutory reserve funds, as determined pursuant to PRC GAAP, are RMB 3,371 million and RMB 4,154 million (US$ 613 million) as of December 31, 2016 and June 30, 2017.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 6. *Indemnification of Directors and Officers*

Cayman Islands law does not limit the extent to which a company's articles of association may provide indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to the public interest, such as providing indemnification against civil fraud or the consequences of committing a crime. The registrant's articles of association provide that each officer or director of the registrant shall be indemnified out of the assets of the registrant against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favor, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part, or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the registrant.

Under the form of indemnification agreements to be filed as Exhibit 10.1 to this registration statement, we will agree to indemnify our directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being such a director or executive officer.

The form of underwriting agreement to be filed as Exhibit 1.1 to this registration statement will also provide for indemnification of us and our officers and directors.

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

Item 7. *Recent Sales of Unregistered Securities*

We are incorporated as Qudian Inc. on November 16, 2016 and has since then issued and sold the securities described below without registering the securities under the Securities Act. None of these transactions involved any underwriters' underwriting discounts or commissions, or any public offering. We believe that each of the following issuances was exempt from registration under the Securities Act in reliance on Regulation S or Rule 701 under the Securities Act or pursuant to Section 4(2) of the Securities Act regarding transactions not involving a public offering.

Purchaser	Date of Issuance	Number of Securities	Consideration in U.S. Dollars	Underwriting Discount and Commission
Sharon Pierson	November 16, 2016	1 ordinary share	0.0001	Not applicable
Qufenqi Holding Limited	November 16, 2016	1 ordinary share	0.0001	Not applicable
Qufenqi Holding Limited	December 9, 2016	79,305,190 ordinary shares	7,930	Not applicable
Wa Sung Investment limited	December 9, 2016	15,088,284 Series C-5 preferred shares	1,509	Not applicable
Phoenix Auspicious FinTech Investment L.P.	December 9, 2016	42,984,230 Series C-5 preferred shares	4,299	Not applicable
Kunlun Group Limited	December 9, 2016	38,487,004 Series B-1 preferred shares, 19,469,603 Series C-2 preferred shares	5,796	Not applicable

Purchaser	Date of Issuance	Number of Securities	Consideration in U.S. Dollars	Underwriting Discount and Commission
Source Code Accelerate L.P.	December 9, 2016	4,779,796 Series A-2 preferred shares, 31,865,304 Series B-3 preferred shares, 10,823,841 Series C-4 ordinary shares	4,747	Not applicable
API (Hong Kong) Investment Limited	December 9, 2016	37,720,709 Series C-1 preferred shares	3,773	Not applicable
Ever Bliss Fund, L.P.	December 9, 2016	2,368,823 Series A-1 preferred shares, 4,737,645 Series B-2 preferred shares, 12,123,476 Series C-3 preferred shares	1,923	Not applicable
Joyful Bliss Limited	December 9, 2016	247,818 Series A-1 preferred shares, 495,636 Series B-2 preferred shares, 1,268,317 Series C-3 preferred shares	202	Not applicable
Ark Trust	April 28, 2017	13,865,219 ordinary shares	1,387	Not applicable

Item 8. ***Exhibits and Financial Statement Schedules***

(a) ***Exhibits***

See Exhibit Index beginning on page II-3 of this Registration Statement.

(b) ***Financial Statement Schedules.***

All supplement schedules are omitted because of the absence of conditions under which they are required or because the information is shown in the financial statements or notes thereto.

Item 9. ***Undertakings***

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant under the provisions described in Item 6, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant under Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

Exhibit No.	Description of Exhibit†
1.1*	Form of Underwriting Agreement
3.1	Amended and Restated Memorandum and Articles of Association of the Registrant, amended and restated on December 9, 2016
3.2	Amendment to Amended and Restated Memorandum and Articles of Association of the Registrant, amended on February 27, 2017
3.3	Form of Second Amended and Restated Memorandum and Articles of Association of the Registrant
4.1	Specimen of Ordinary Share Certificate
4.2**	Form of Deposit Agreement between the Registrant and Deutsche Bank Trust Company Americas, as depositary
4.3**	Form of American Depositary Receipt evidencing American Depositary Shares (included in Exhibit 4.2)
4.4	Shareholders' Agreement, dated December 9, 2016
4.5	Amendment to Shareholders' Agreement, dated February 27, 2017
5.1	Opinion of Conyers Dill & Pearman regarding the validity of the ordinary shares being registered
8.1	Opinion of Simpson Thacher & Bartlett LLP regarding certain United States federal tax matters
8.2	Opinion of Conyers Dill & Pearman regarding certain Cayman Islands tax matters
8.3	Opinion of Fangda Partners regarding certain PRC tax matters (included in Exhibit 99.3)
10.1	Form of Indemnification Agreement between the Registrant and its directors and executive officers
10.2	Form of Employment Agreement between the Registrant and its executive officers
10.3	Qudian Inc. 2016 Equity Incentive Plan
10.4	Amendment No. 1 to Qudian Inc. 2016 Equity Incentive Plan
10.5	Amendment No. 2 to Qudian Inc. 2016 Equity Incentive Plan
10.6	Equity Interest Pledge Agreement concerning Beijing Happy Time, among Ganzhou Qufenqi, Mr. Min Luo, Tianjin Happy Share, Shanghai Yunxin Venture Capital Co., Ltd., Phoenix Auspicious Internet Investment L.P., Tianjin Blue Run Xinhe Investment Center L.P., Jiaxing Blue Run Quchuan Investment L.P., Ningbo Yuanfeng Venture Capital L.P., Shenzhen Huasheng Qianhai Investment Co., Ltd., Beijing Kunlun Tech Co., Ltd. and Beijing Happy Time, dated December 9, 2016 (English Translation)
10.7	Power of Attorney Agreement concerning Beijing Happy Time, between Ganzhou Qufenqi and Tianjin Happy Share, dated December 9, 2016 (English Translation)
10.8	Power of Attorney Agreement concerning Beijing Happy Time, between Ganzhou Qufenqi and Shanghai Yunxin Venture Capital Co., Ltd., dated December 9, 2016 (English Translation)
10.9	Power of Attorney Agreement concerning Beijing Happy Time, between Ganzhou Qufenqi and Phoenix Auspicious Internet Investment L.P., dated December 9, 2016 (English Translation)
10.10	Power of Attorney Agreement concerning Beijing Happy Time, between Ganzhou Qufenqi and Tianjin Blue Run Xinhe Investment Center L.P., dated December 9, 2016 (English Translation)
10.11	Power of Attorney Agreement concerning Beijing Happy Time, between Ganzhou Qufenqi and Jiaxing Blue Run Quchuan Investment L.P., dated December 9, 2016 (English Translation)
10.12	Power of Attorney Agreement concerning Beijing Happy Time, between Ganzhou Qufenqi and Ningbo Yuanfeng Venture Capital L.P., dated December 9, 2016 (English Translation)

Exhibit No.	Description of Exhibit†
10.13	Power of Attorney Agreement concerning Beijing Happy Time, between Ganzhou Qufenqi and Shenzhen Huasheng Qianhai Investment Co., Ltd., dated December 9, 2016 (English Translation)
10.14	Power of Attorney Agreement concerning Beijing Happy Time, between Ganzhou Qufenqi and Beijing Kunlun Tech Co., Ltd., dated December 9, 2016 (English Translation)
10.15	Power of Attorney Agreement concerning Beijing Happy Time, between Ganzhou Qufenqi and Mr. Min Luo, dated December 9, 2016 (English Translation)
10.16	Exclusive Business Cooperation Agreement among Ganzhou Qufenqi, Beijing Happy Time, Ganzhou Network, Ganzhou Happy Fenqi and Fuzhou Happy Time Technology Co., Ltd., dated December 9, 2016 (English Translation)
10.17	Exclusive Call Option Agreement concerning Beijing Happy Time, among Ganzhou Qufenqi, Mr. Min Luo, Tianjin Happy Share, Shanghai Yunxin Venture Capital Co., Ltd., Phoenix Auspicious Internet Investment L.P., Tianjin Blue Run Xinhe Investment Center L.P., Jiaxing Blue Run Quchuan Investment L.P., Ningbo Yuanfeng Venture Capital L.P., Shenzhen Huasheng Qianhai Investment Co., Ltd., Beijing Kunlun Tech Co., Ltd. and Beijing Happy Time, dated December 9, 2016 (English Translation)
10.18	Financial Support Undertaking Letter issued by the Registrant to Beijing Happy Time, dated February 15, 2017
10.19	Equity Interest Pledge Agreement concerning Ganzhou Qudian, among Ganzhou Qufenqi, Mr. Min Luo, Mr. Lianzhu Lv and Ganzhou Qudian, dated May 1, 2017 (English Translation)
10.20	Power of Attorney Agreement concerning Ganzhou Qudian, between Mr. Min Luo and Ganzhou Qufenqi, dated May 1, 2017 (English Translation)
10.21	Power of Attorney Agreement concerning Ganzhou Qudian, between Mr. Lianzhu Lv and Ganzhou Qufenqi, dated May 1, 2017 (English Translation)
10.22	Exclusive Business Cooperation Agreement between Ganzhou Qufenqi and Ganzhou Qudian, dated May 1, 2017 (English Translation)
10.23	Exclusive Call Option Agreement concerning Ganzhou Qudian, among Ganzhou Qufenqi, Mr. Min Luo, Mr. Lianzhu Lv and Ganzhou Qudian, dated May 1, 2017 (English Translation)
10.24	Financial Support Undertaking Letter issued by the Registrant to Ganzhou Qudian, dated May 1, 2017
10.25	Equity Interest Pledge Agreement concerning Hunan Qudian, among Ganzhou Qufenqi, Mr. Min Luo, Mr. Hongjia He and Hunan Qudian, dated May 1, 2017 (English Translation)
10.26	Power of Attorney Agreement concerning Hunan Qudian, between Mr. Min Luo and Ganzhou Qufenqi, dated May 1, 2017 (English Translation)
10.27	Power of Attorney Agreement concerning Hunan Qudian, between Mr. Hongjia He and Ganzhou Qufenqi, dated May 1, 2017 (English Translation)
10.28	Exclusive Business Cooperation Agreement between Ganzhou Qufenqi and Hunan Qudian, dated May 1, 2017 (English Translation)
10.29	Exclusive Call Option Agreement concerning Hunan Qudian, among Ganzhou Qufenqi, Mr. Min Luo, Mr. Hongjia He and Hunan Qudian, dated May 1, 2017 (English Translation)
10.30	Financial Support Undertaking Letter issued by the Registrant to Hunan Qudian, dated May 1, 2017
10.31*†	Online Personal Loan Cooperation Agreement between Ganzhou Microcredit and Chongqing Alibaba Small Loans Co., Ltd., dated March 27, 2017 (English Translation)

Exhibit No.	Description of Exhibit†
10.32*†	Amended and Restated Alipay APP Access Agreement among Beijing Happy Time, Ganzhou Microcredit, Fuzhou Microcredit, Ganzhou Network, Xinjiang Qudian Technology Co., Ltd., Xiamen Qudian and Alipay.com Co., Ltd., dated August 30, 2017 (English Translation)
10.33*†	Zhima Credit Service Agreement between Ganzhou Network and Zhima Credit Management Co., Ltd., dated June 29, 2016 (English Translation)
10.34*†	Zhima Credit Service Agreement between Beijing Happy Time and Zhima Credit Management Co., Ltd., dated February 29, 2016 (English Translation)
10.35*	Supplement Agreement to Zhima Credit Service Agreement and other agreements among Beijing Happy Time, Zhima Credit Management Co., Ltd. and Ganzhou Happy Fenqi, dated August 16, 2016 (English Translation)
10.36*†	Zhima Credit Service Agreement between Ganzhou Microcredit and Zhima Credit Management Co., Ltd., dated March 20, 2017 (English Translation)
10.37	Trust Deed Constituting Qudian Inc. Equity Incentive Trust, dated December 30, 2016, between Qudian Inc. and Ark Trust (Hong Kong) Limited
10.38	Equity Interest Pledge Agreement concerning Xiamen Qudian, among Ganzhou Qufenqi, Mr. Min Luo and Xiamen Qudian, dated June 20, 2017 (English Translation)
10.39	Power of Attorney Agreement concerning Xiamen Qudian, between Ganzhou Qufenqi and Mr. Min Luo, dated June 20, 2017 (English Translation)
10.40	Exclusive Business Cooperation Agreement between Ganzhou Qufenqi and Xiamen Qudian, dated June 20, 2017 (English Translation)
10.41	Exclusive Call Option Agreement concerning Xiamen Qudian, among Ganzhou Qufenqi, Mr. Min Luo and Xiamen Qudian, dated June 20, 2017 (English Translation)
10.42	Financial Support Undertaking Letter issued by the Registrant to Xiamen Qudian, dated June 20, 2017
10.43*†	Form of Alipay Merchant Service Agreement with Alipay.com Co., Ltd. relating to multiple payments service to Alipay accounts (“Multiple Payments Agreement”)
10.44*†	Form of Supplemental Agreement to Multiple Payments Agreement
10.45*†	Form of Alipay Merchant Service Agreement with Alipay.com Co., Ltd. relating to merchant withholding service (“Merchant Withholding Agreement”)
10.46*†	Form of Supplemental Agreement to Merchant Withholding Agreement
10.47*†	Form of Alipay Merchant Service Agreement with Alipay.com Co., Ltd. relating to wireless shortcut package service (“Wireless Shortcut Agreement”)
10.48*†	Form of Supplemental Agreement to Wireless Shortcut Agreement
10.49*†	Form of Alipay Merchant Service Agreement with Alipay.com Co., Ltd. relating to entrusted payment and collection service
10.50*†	Collection and Payment Agency Business Cooperation Agreement between Ganzhou Microcredit and Zhejiang E-Commerce Bank Co., Ltd., dated March 7, 2017
10.51*†	Collection and Payment Agency Service Agreement between Ganzhou Microcredit and Alipay.com Co., Ltd., dated March 17, 2017
21.1	Subsidiaries of Registrant
23.1	Consent of Ernst & Young Hua Ming LLP

Exhibit No.	Description of Exhibit†
23.2	Consent of Conyers Dill & Pearman (included in Exhibit 5.1 and Exhibit 8.2)
23.3	Consent of Simpson Thacher & Bartlett LLP (included in Exhibit 8.1)
23.4	Consent of Fangda Partners (included in Exhibit 99.3)
23.5	Consent of Yifan Li
23.6	Consent of Rocky Ta-Chen Lee
23.7	Consent of Oliver Wyman
24.1	Powers of Attorney (included on the signature page in Part II of this Registration Statement)
99.1	Code of Business Conduct and Ethics of the Registrant
99.2	Registrant's waiver request and representation under Item 8.A.4
99.3	Opinion of Fangda Partners regarding certain PRC law matters

* To be filed by amendment.

** Incorporated by reference to the Registration Statement on Form F-6 to be filed with the Securities and Exchange Commission with respect to American depositary shares representing our ordinary shares.

† Confidential treatment has been requested for portions of this document.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Beijing, China on September 18, 2017.

QUDIAN INC.

By: /s/ Min Luo
Name: Min Luo
Title: Chairman and Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint Min Luo and Carl Yeung, and each of them singly, as his or her true and lawful attorney-in-fact and agents, each with full power of substitution and re-substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and sign any registration statement for the same offering covered by this Registration Statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933, as amended, and all post-effective amendments thereto and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents, or his or her substitutes or substitutes, may lawfully do or cause to be done by virtue hereof. Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Capacity	Date
/s/ Min Luo Min Luo	Chairman and Chief Executive Officer (principal executive officer)	September 18, 2017
/s/ Chao Zhu Chao Zhu	Director	September 18, 2017
/s/ Li Du Li Du	Director	September 18, 2017
/s/ Shilei Li Shilei Li	Director	September 18, 2017
/s/ Yi Cao Yi Cao	Director	September 18, 2017
/s/ Tianyu Zhu Tianyu Zhu	Director	September 18, 2017
/s/ Lianzhu Lv Lianzhu Lv	Director	September 18, 2017
/s/ Carl Yeung Carl Yeung	Chief Financial Officer (principal financial and accounting officer)	September 18, 2017

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of Qudian Inc. has signed this registration statement or amendment thereto in New York, New York on September 18, 2017.

By: /s/ Diana Arias

Name: Diana Arias
Title: Senior Manager

Exhibit 3.1

THE COMPANIES LAW (REVISED), AS AMENDED

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION

OF

Qudian Inc.

(adopted by special resolution on the 9th day of December, 2016)

1. The name of the Company is Qudian Inc.

2. The Registered Office of the Company shall be at the offices of Codan Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman,KY11111,Cayman Islands, or at such other place as the Directors may from time to time decide.

3. The objects for which the Company is established are unrestricted and shall include, but without limitation, the following:

(a) (i) To carry on the business of an investment company and to act as promoters and entrepreneurs and to carry on business as financiers, capitalists, concessionaires, merchants, brokers, traders, dealers, agents, importers and exporters and to undertake and carry on and execute all kinds of investment, financial, commercial, mercantile, trading and other operations.

(ii) To carry on whether as principals, agents or otherwise howsoever the business of realtors, developers, consultants, estate agents or managers, builders, contractors, engineers, manufacturers, dealers in or vendors of all types of property including services.

(b) To exercise and enforce all rights and powers conferred by or incidental to the ownership of any shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof, to provide managerial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.

(c) To purchase or otherwise acquire, to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and deal with real and personal property and rights of all kinds and, in particular, mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licenses, stocks, shares, bonds, policies, book debts, business concerns, undertakings, claims, privileges and choses in action of all kinds.

(d) To subscribe for, conditionally or unconditionally, to underwrite issue on commission or otherwise, take, hold, deal in and convert stocks, shares and securities of all kinds and to enter into partnership or into any arrangement for sharing profits, reciprocal concessions or cooperation with any person or company and to promote and aid in promoting, to constitute, form or organize any company syndicate or partnership of any kind, for the purpose of acquiring and undertaking any property and liabilities of the Company or of advancing, directly or indirectly, the objects of the Company or for any other purpose which the Company may think expedient.

(e) To stand surety for or to guarantee, support or secure the performance of all or any of the obligations of any person, firm or company whether or not related or Affiliated to the Company in any manner and whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by any such method and whether or not the Company shall receive valuable consideration therefor.

(f) To engage in or carry on any other lawful trade, business or enterprise which may at any time appear to the Directors of the Company capable of being conveniently carried on in conjunction with any of the aforementioned businesses or activities or which may appear to the Directors or the Company likely to be profitable to the Company.

4. In the interpretation of this Memorandum of Association in general and of this Clause 4 in particular no object, business or power specified or mentioned shall be limited or restricted by reference to or inference from any other object, business or power, or the name of the Company, or by the juxtaposition of two or more objects, businesses or powers and that, in the event of any ambiguity in this Clause 4 or elsewhere in this Memorandum of Association, the same shall be resolved by such interpretation and construction as will widen and enlarge and not restrict the objects, businesses and powers of and exercisable by the Company.

5. Except as prohibited or limited by the Companies Law (REVISED) (as amended or modified from time to time), the Company shall have full power and authority to carry out any object and shall have and be capable of from time to time and at all times exercising any and all of the powers at any time or from time to time exercisable by a natural person or body corporate in doing in any part of the world whether as principal, agent, contractor or otherwise whatever may be considered by it necessary for the attainment of its objects and whatever else may be considered by it as incidental or conducive thereto or consequential thereon, including, but without in any way restricting the generality of the foregoing, the power to make any alterations or amendments to this Memorandum of Association and the Articles of Association of the Company considered necessary or convenient in the manner set out in the Articles of Association of the Company, and the power to do any of the following acts or things, viz: to pay all expenses of and incidental to the promotion, formation and incorporation of the Company; to register the Company to do business in any other jurisdiction; to sell, lease or dispose of any property of the Company; to draw, make, accept, endorse, discount, execute and issue promissory notes, debentures, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments; to lend money or other assets and to act as guarantors; to borrow or raise money on the security of the undertaking or on all or any of the assets of the Company including uncalled capital or without security; to invest money of the Company in such manner as the Directors determine; to promote other companies; to sell the undertaking of the Company for cash or any other consideration; to distribute assets in specie to Members of the Company; to make charitable or benevolent donations; to pay pensions or gratuities or provide other benefits in cash or kind to Directors, officers, employees, past or present and their families; to purchase Directors and officers liability insurance and to carry on any trade or business and generally to do all acts and things which, in the opinion of the Company or the Directors, may be conveniently or profitably or usefully acquired and dealt with, carried on, executed or done by the Company in connection with the aforesaid business PROVIDED THAT the Company shall only carry on the businesses for which a license is required under the laws of the Cayman Islands when so licensed under the terms of such laws.

6. The liability of each Member is limited to the amount from time to time unpaid on such Member’s shares.

7. The share capital of the Company is US$80,000 divided into (a) 577,539,514 Ordinary Shares of par value of US$0.0001 each, (b) 2,616,641 convertible and redeemable Series A-1 Shares of par value of US$0.0001 each, (c) 4,779,796 convertible and redeemable Series A-2 Shares of par value of US$0.0001 each, (d) 38,487,004 convertible and redeemable Series B-1 Shares of par value of US$0.0001 each, (e) 5,233,281 convertible and redeemable Series B-2 Shares of par value of US$0.0001 each, (f) 31,865,304 convertible and redeemable Series B-3 Shares of par value of US$0.0001 each, (g) 37,720,709 convertible and redeemable Series C-1 Shares of par value of US$0.0001 each, (h) 19,469,603 convertible and redeemable Series C-2 Shares of par value of US$0.0001 each, (i) 13,391,793 convertible and redeemable Series C-3 Shares of par value of US$0.0001 each, (j) 10,823,841 convertible and redeemable Series C-4 Shares of par value of US$0.0001 each, and (k) 58,072,514 convertible and redeemable Series C-5 Shares of par value of US$0.0001 each (in cases of paragraphs (b), (c), (d), (e), (f), (g), (h), (i), (j),and (k), each with power for the Company insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said capital subject to the provisions of the Companies Law (REVISED) (as amended or modified from time to time) and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the powers hereinbefore contained).

8. If the Company is registered as exempted, its operations will be carried on subject to the provisions of Section 174 of the Companies Law (REVISED) (as amended or modified from time to time) and, subject to the provisions of the Companies Law (REVISED) (as amended or modified from time to time) and the Amended and Restated Articles of Association, it shall have the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

9. The Company may amend its Memorandum of Association by a special resolution of Members in accordance with the relevant provisions of the Articles of Association.

10. Capitalized terms that are not defined herein shall bear the same meanings as those given in the Amended and Restated Articles of Association of the Company.

THE COMPANIES LAW (REVISED), AS AMENDED

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

AMENDED AND RESTATED ARTICLES OF ASSOCIATION

OF

Qudian Inc.

(adopted by special resolution on the 9th day of December, 2016)

1. In these Articles Table A in the Schedule to the Statute does not apply and, unless there be something in the subject or context inconsistent therewith,

"**Additional Stock**"	shall bear the meaning as ascribed to it in Article 17 (v).
"**Adjusted Issue Date**"	means, (i) with respect to each Series A Share, August 29th, 2014; (ii) with respect to each Series B Share, April 7th, 2015; (iii) with respect to each Series C Share, September 30th, 2015.
"**Adjusted Issue Price**"	means, with respect to the Series A-1 Shares, the Series A-1 Adjusted Issue Price; with respect to the Series A-2 Shares, the Series A-2 Adjusted Issue Price; with respect to the Series B-1 Shares, the Series B-1 Adjusted Issue Price; with respect to the Series B-2 Shares, the Series B-2 Adjusted Issue Price; with respect to the Series B-3 Shares, the Series B-3 Adjusted Issue Price; with respect to the Series C-1 Shares, the Series C-1 Adjusted Issue Price; with respect to the Series C- Shares, the Series C-2 Adjusted Issue Price; with respect to the Series C-3 Shares, the Series C-3 Adjusted Issue Price; with respect to the Series C-4 Shares, the Series C-4 Adjusted Issue Price; with respect to the Series C-5 Shares, the Series C-5 Adjusted Issue Price, as the case may be.
"**Affiliate**"	means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person.

"**API**"	means API (Hong Kong) Investment Limited.
"**API Director**"	shall bear the meaning as ascribed to it in Article 78 (a).
"**Articles**"	means these Articles of Association, as originally adopted or as from time to time altered by Special Resolution.
"**As Adjusted**"	means as appropriately adjusted for any subsequent bonus issue, share split, reverse share split, share dividend, consolidation, subdivision, reclassification, recapitalization or similar arrangement.
"**Auditor(s)**"	means the Persons for the time being performing the duties of auditor(s) of the Company.
"**Automatic Conversion"**	shall bear the meaning as ascribed to it in Article 16 (b).
"**Board of Directors**" or **"Board"**	means the board of directors of the Company.
"**BRV**"	means Joyful Bliss Limited and Ever Bliss Fund, L.P. collectively.
"**BRV Director**"	shall bear the meaning as ascribed to it in Article 78(a).
"**business day**"	means a day, excluding Saturdays, Sundays and legal holidays, on which banks in the PRC, Hong Kong, the Cayman Islands and the United States of America are required to open for business throughout their normal business hours.
"**Chairman**"	means the chairman of the Board of Directors, or the chairman temporarily appointed at each of the general meeting of Members.
"**Company**"	means Qudian Inc., an exempted company incorporated and existing under the laws of the Cayman Islands.
"Control", **"Controls"**, **"Controlled"**	or any correlative term means the possession, directly or indirectly, of the power to direct or cause the direction of the management of a Person, whether through the ownership of voting securities, by contract, credit arrangement or proxy, as trustee, executor, agent or otherwise. For the purpose of this definition, a Person shall be deemed to Control another Person if such first Person, directly or indirectly, owns or holds more than 50% of the voting equity interests in such other Person.

“Control Documents”	has the meaning ascribed to it in the Preferred Share Purchase Agreement.
“Conversion Price”	shall bear the meaning as ascribed to it in Article 16 (a).
“Convertible Securities”	mean any indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Ordinary Shares.
“debenture”	means debenture stock, mortgages, bonds and any other such securities of the Company whether constituting a charge on the assets of the Company or not.
“Directors”	means the members of the Board of Directors.
“Equity Securities”	means any Ordinary Shares or Ordinary Share Equivalents.
“ESOP”	means any stock option plan or equity incentive plan adopted by the Company from time to time in relation to the grant or issue of shares, stock options or any other securities to its employees, officers, directors, consultants and/or other eligible persons.
“Exempted Shares”	shall bear the meaning as ascribed to it in Article 17 (v).
“Founder”	has the meaning ascribed to it in the Shareholders’ Agreement.
“Founder Holdco”	has the meaning ascribed to it in the Shareholders’ Agreement.

"Group Companies"	has the meaning ascribed to it in the Shareholders' Agreement (with each of such Group Companies being referred to as a "**Group Company**").
"IFRS"	means the International Financial Reporting Standards promulgated by the International Accounting Standards Board, as amended from time to time.
"Initial Redemption Notice"	has the meaning ascribed to it in Section 143.
"Initiating Series of Shares"	has the meaning ascribed to it in Section 143.
"Initiating Holder"	has the meaning ascribed to it in Section 143.
"Kunlun"	means Kunlun Group Limited.
"Kunlun Director"	shall bear the meaning ascribed to it in Article 78(a).
"Liquidation Event"	means: (i) a voluntary or involuntary liquidation, dissolution or winding up of the Company, and (ii) unless waived by the Majority Series C Shareholders, the Majority Series A Shareholders, and the Majority Series B Shareholders, whether in a single transaction or series of related transactions, (A) any merger, amalgamation, consolidation, acquisition, tender offer, reorganization or scheme thereof or other business combination in which the shareholders owning a majority of the voting power or voting stock of any Material Group Company immediately prior to such transaction do not own a majority of the voting power or voting stock of such Group Company or the surviving or acquiring person or the entity controlling the surviving or acquiring person immediately following such transaction, (B) a sale, conveyance or other disposition of all or substantially all of the Company's assets or sale of a majority of the equity or assets of any Material Group Company or Affiliate of any Material Group Company (including without limitation by means of an arrangement the net effect of which is the disposition of all or substantially all of the Company's assets), (C) the licensing out of any Group Company's material intellectual property to a third party outside the ordinary course of business, or (D) any termination of (by operation of law or otherwise), material amendment to or material breach of the Control Documents and any other contracts among the Group Companies designed to provide the Company with control over, and the ability to consolidate the financial statements of, direct or indirect subsidiaries and/or Controlled Persons (such as Beijing Happy Time Technology Co., Ltd) and its subsidiaries.

"Majority Series A Shareholders"	means the holders of at least eighty percent (80%) of the voting power of the then outstanding Series A Shares (voting together as a single class and calculated on an as-converted basis).
"Majority Series B Shareholders"	means the holders of at least fifty percent (50%) of the voting power of the then outstanding Series B Shares (voting together as a single class and calculated on an as-converted basis).
"Majority Series C Shareholders"	means the holders of at least fifty percent (50%) of the voting power of the then outstanding Series C Shares (voting together as a single class and calculated on an as-converted basis).
"**Material Group Company**"	means the Company and (i) any Group Company that is a "significant subsidiary" within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act, and/or (ii) any Group Company that holds material Permit(s) (including without limitation an internet content provider or value-added telecommunication services license) legally required or necessary (as reasonably determined by the Majority Series C Shareholders, the Majority Series A Shareholders, and the Majority Series B Shareholders) to conduct any portion of the Group Companies' business.
"**Member**"	shall bear the meaning as ascribed to it in the Statute.
"**Memorandum**"	means the memorandum of association of the Company in force and effect, as amended and restated from time to time by Special Resolution.

"month"	means calendar month.
"Non-Initiating Holder"	has the meaning ascribed to it in Section 143.
"Observers"	shall bear the meaning ascribed to it in Article 80.
"Option"	means rights, options or warrants to subscribe for, purchase or otherwise acquire either Ordinary Shares or Convertible Securities.
"Ordinary Director"	shall bear the meaning as ascribed to it in Article 78 (b).
"Ordinary Share"	means the ordinary shares in the capital of the Company with a par value of US$0.0001 per share.
"Ordinary Share Equivalents"	means any rights, options, or warrants to purchase or exercisable for Ordinary Shares, or securities of any type whatsoever that are, or may become, convertible into, exchangeable for or exercisable for said equity securities, including, without limitation, the Preferred Shares.
"ordinary resolution"	means a resolution of Members passed either (i) as a written resolution passed by the unanimous consent of all Members entitled to vote, or (ii) at a meeting by Members holding more than fifty percent (50%) of all the outstanding shares of the Company, calculated on a fully converted basis, subject to Article 74.
"Original Issue Date"	means the date of the first issuance of the respective Preferred Shares applicable to such Preferred Shares as purchased in accordance with the Preferred Share Purchase Agreement. "**paid-up**" means paid-up and/or credited as paid-up.
"Permit"	mean any franchise, authorization, approval, permit, certificate and license, including any special approval or permit required under applicable laws necessary for each Group Company's respective business and operations as now conducted or planned to be conducted.

"Person"or **"person"**	means any natural person, firm, partnership, association, corporation, company, trust, public body or government or other entity of any kind or nature.
"Phoenix"	means Phoenix Auspicious FinTech Investment L.P.
"Phoenix Director"	has the meaning ascribed to it in Article 78(a).
"PRC"	means the People's Republic of China, but solely for the purposes of this document, excluding Hong Kong, the Macau Special Administrative Region and the islands of Taiwan.
"**Preference Amount**"	shall bear the meaning as ascribed to it in Article 138 (b).
"Preferred Directors"	means the API Director, Phoenix Director, BRV Director, the Source Code Director and the Kunlun Director.
"Preferred Directors Majority"	means three (3) out of the five (5) Preferred Directors.
"Preferred Majority"	means the holders of at least fifty percent (50%) of Preferred Shares, voting as a single class.
"Preferred Shareholder"	means the holder of Preferred Shares.
"Preferred Shares"	means the Series A-1 Shares, the Series A-2 Shares, the Series B-1 Shares, the Series B-2 Shares, the Series B-3 Shares, the Series C-1 Shares, the Series C-2 Shares, the Series C-3 Shares, the Series C-4 Shares and the Series C-5 Shares.
"Preferred Share Purchase Agreement"	means the preferred share purchase agreement dated December 9, 2016 by and among, *inter alia*, the holders of Preferred Shares, the Company and other parties therein.

"Proceeds"	shall bear the meaning as ascribed to it in Article 138.
"Qualified IPO"	means the Company's firmly underwritten initial public offering of Ordinary Shares (or Ordinary Share Equivalents) in the United States of America by an internationally recognized investment bank approved by the Board (including the approval of the Preferred Directors Majority) that has been registered under the Securities Act, at a public offering price per share corresponding to a pre-money, at-IPO valuation of the Company of at least US$1,000,000,000 with net proceeds to the Company of at least US$300,000,000 (excluding underwriting discounts, commissions and expenses) or in a substantially similar public offering of Ordinary Shares or Ordinary Share Equivalents (or as the case may be, the shares or Equity Securities of the relevant entity resulting from any merger, reorganization or other arrangements made by or to the Company for the purposes of such public offering) in a jurisdiction and on an internationally recognized securities exchange outside of the United States of America approved by the Preferred Majority and the Board (including the approval of the Preferred Directors Majority), provided that such public offering price, offering proceeds and regulatory approval is reasonably equivalent to the aforementioned public offering in the United States of America. Notwithstanding the foregoing, any initial public offering of Ordinary Shares (or Ordinary Share Equivalents) not meeting the requirements above may nevertheless be deemed to be a Qualified IPO with the prior written consent (which, for the avoidance of doubt, may be delayed, withheld or conditioned at each such Member's sole discretion) of the Preferred Majority.
"registered office"	means the registered office for the time being of the Company.
"Redeeming Preferred Shareholders"	has the meaning ascribed to it in Section 143.

“Redeeming Preferred Shares”	has the meaning ascribed to it in Section 143.
“Redemption Price”	shall bear the meaning as ascribed to it in Article 143.
“Redemption Price Payment Date”	has the meaning ascribed to it in Section 143.
“Seal”	means the common seal of the Company and includes every duplicate seal.
“Secretary”	includes an assistant secretary and any person appointed to perform the duties of Secretary of the Company.
“Securities”	means any shares, stocks, debentures, funds, bonds, notes or any rights, warrants, options or interests in respect of any of the foregoing or any other derivatives or instruments having similar economic effect.
“Securities”	means any shares, stocks, debentures, funds, bonds, notes or any rights, warrants, options or interests in respect of any of the foregoing or any other derivatives or instruments having similar economic effect.
“Securities Act”	has the meaning ascribed to it in the Shareholders’ Agreement.
“Series A Adjusted Issue Price”	means the respective Series A-1 Adjusted Issue Price, Series A-2 Adjusted Issue Price, applicable to such Preferred Shares.
“Series A Preference Amount”	has the meaning ascribed to it in Article 138(c).
“Series A Shares”	means collectively, the Series A-1 Shares and the Series A-2 Shares, or any of them.
“Series A-1 Adjusted Issue Price”	means US$1.3376 per Series A-1 Shares, As Adjusted.
“Series A-1 Shares”	means the convertible and redeemable series A-1 preference shares in the capital of the Company with par value of US$0.0001 per share having the rights set out in these Articles.

“Series A-2 Adjusted Issue Price”	means US$0.6276 per Series A-2 Shares, As Adjusted.
“Series A-2 Shares”	means the convertible and redeemable series A-2 preference shares in the capital of the Company with par value of US$0.0001 per share having the rights set out in these Articles.
“Series B Adjusted Issue Price”	means the respective Series B-1 Adjusted Issue Price, Series B-2 Adjusted Issue Price, Series B-3 Adjusted Issue Price, applicable to such Preferred Shares.
“Series B Preference Amount”	has the meaning ascribed to it in Article 138(b).
“Series B Shares”	means collectively, the Series B-1 Shares, the Series B-2 Shares, the Series B-3 Shares, or any of them.
“Series B-1 Adjusted Issue Price”	means US$1.2991 per Series B-1 Shares, As Adjusted.
“Series B-1 Shares”	means the convertible and redeemable series B-1 preference shares in the capital of the Company with par value of US$0.0001 per share having the rights set out in these Articles.
“Series B-2 Adjusted Issue Price”	means US$1.3376 per Series B-2 Shares, As Adjusted.
“Series B-2 Shares”	means the convertible and redeemable series B-2 preference shares in the capital of the Company with par value of US$0.0001 per share having the rights set out in these Articles.
“Series B-3 Adjusted Issue Price”	means US$0.6276 per Series B-3 Shares, As Adjusted.
“Series B-3 Shares”	means the convertible and redeemable series B-3 preference shares in the capital of the Company with par value of US$0.0001 per share having the rights set out in these Articles.
“Series C Adjusted Issue Price”	means the respective Series C-1 Adjusted Issue Price, Series C-2 Adjusted Issue Price, Series C-3 Adjusted Issue Price, Series C-4 Adjusted Issue Price Series C-5 Adjusted Issue Price, applicable to such Preferred Shares.

“Series C Preference Amount”	has the meaning ascribed to it in Article 138(a).
“Series C Shares”	means, collectively, the Series C-1 Shares, the Series C-2 Shares, the Series C-3 Shares, the Series C-4 Shares, and the Series C-5 Shares, or any of them.
“Series C-1 Adjusted Issue Price”	means US$2.4986 per Series C-1 Shares, As Adjusted.
“Series C-1 Shares”	means the convertible and redeemable series C-1 preference shares in the capital of the Company with par value of US$0.0001 per share having the rights set out in these Articles.
“Series C-2 Adjusted Issue Price”	means US$1.2991 per Series C-2 Shares, As Adjusted.
“Series C-2 Shares”	means the convertible and redeemable series C-2 preference shares in the capital of the Company with par value of US$0.0001 per share having the rights set out in these Articles.
“Series C-3 Adjusted Issue Price”	means US$1.3376 per Series C-3 Shares, As Adjusted.
“Series C-3 Shares”	means the convertible and redeemable series C-3 preference shares in the capital of the Company with par value of US$0.0001 per share having the rights set out in these Articles.
“Series C-4 Adjusted Issue Price”	means US$0.6276 per Series C-4 Shares, As Adjusted.
“Series C-4 Shares”	means the convertible and redeemable series C-4 preference shares in the capital of the Company with par value of US$0.0001 per share having the rights set out in these Articles.
“Series C-5 Adjusted Issue Price”	means US$3.0784 per Series C-5 Shares, As Adjusted.

"Series C-5 Shares"	means the convertible and redeemable series C-5 preference shares in the capital of the Company with par value of US$0.0001 per share having the rights set out in these Articles.
"share"	means any Ordinary Share and Preferred Share including a fraction of a share.
"Shareholders' Agreement"	the shareholders' agreement dated December 9, 2016 by and among, *inter alia*, the holders of Ordinary Shares, the holders of Preferred Shares, the Company and other parties therein.
"Source Code"	means Source Code Accelerate L.P.
"Source Code Director"	shall bear the meaning ascribed to it in Article 78(a).
"**Special Resolution**"	has the same meaning as in the Statute, and includes a unanimous written resolution.
"**Statute**"	means the Companies Law (REVISED) of the Cayman Islands and every statutory modification, revision, consolidation or re-enactment thereof for the time being in force.
"Subsidiary"or "**subsidiary**"	means, as of the relevant date of determination, with respect to any Person (the "subject entity"), (i) any Person (x) more than 50% of whose shares or other interests entitled to vote in the election of directors or (y) more than a fifty percent (50%) interest in the profits or capital of such Person are owned or controlled directly or indirectly by the subject entity or through one (1) or more Subsidiaries of the subject entity, (ii) any Person whose financial statements, or portions thereof, are or are intended to be consolidated with the financial statements of the subject entity for financial reporting purposes in accordance with IFRS or US GAAP, or (iii) any Person with respect to which the subject entity has the power to control or otherwise direct the business and policies of that entity directly or indirectly through another subsidiary or otherwise.

“Trade Sale”	has the same meaning ascribed to it in the Shareholders’ Agreement.
“**Transaction Documents**”	has the meaning ascribed to it in the Preferred Share Purchase Agreement.
“**US GAAP**”	means the generally accepted accounting principles in the United States of America in effect, as amended from time to time.
“**written**” and “**in writing**”	include all modes of representing or reproducing words in visible form.

Words importing the singular number also include the plural number and vice versa.

Words importing the masculine gender also include the feminine gender.

Words importing persons also include corporations.

2. The business of the Company may be commenced as soon after incorporation as the Directors shall see fit, notwithstanding that only part of the shares may have been allotted.

3. The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company including the expenses of registration.

CERTIFICATES FOR SHARES

4. Certificates representing shares of the Company shall be in such form as shall be determined by the Directors. Such certificates may be under Seal. Share certificates shall be signed by one or more Directors or other persons authorized by the Directors. The Company shall not be bound to issue more than one certificate for shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them. All certificates for shares shall be consecutively numbered or otherwise identified and shall specify the shares to which they relate. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered in the register of Members of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled. The Directors may authorize certificates to be issued with the Seal and authorized signature(s) affixed by some method or system of mechanical process.

   Each certificate representing the shares (except for Preferred Shares) issued or re-issued after the date hereof shall bear legends substantially in the following form (in addition to any legend required under the laws of the Cayman Islands):

   The securities represented by this certificate are subject to certain restrictions on transfer as set forth in the Shareholders' Agreement, as may be amended from time to time, a copy of which is on file at the principal office of the Company and will be furnished upon request to the holder of record of the shares represented by this certificate.

5. Notwithstanding Article 4 of these Articles, if a share certificate is defaced, lost, stolen or destroyed, it may be renewed on payment of a fee of one dollar (US$1.00) or such lesser sum and on such terms (if any) as the Directors may reasonably prescribe to indemnify the Company from any loss incurred by it in connection with such certificate, including the payment of the expenses incurred by the Company in investigating evidence, as the Directors may prescribe.

ISSUE OF SHARES

6. Subject to the provisions, if any, in the Memorandum and these Articles and to any direction that may be given by the Company in a general meeting, the right of first offer under the Shareholders' Agreement, and without prejudice to any special rights previously conferred on the holders of existing shares, the Directors may allot, issue, grant options over or otherwise dispose of shares of the Company (including fractions of a share) with or without preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper PROVIDED ALWAYS that, notwithstanding any provision to the contrary contained in these Articles, the Company shall be precluded from issuing bearer shares, bearer warrants, bearer coupons or bearer certificates.

7. The Company shall maintain a register of its Members and every person whose name is entered as a Member in the register of Members shall be entitled without payment to receive within two (2) months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or several certificates each for one or more of his shares.

TRANSFER OF SHARES

8. The instrument of transfer of any share shall be in writing and shall be executed by or on behalf of the transferor and the transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the register in respect thereof.

9. The Directors may not decline to register any transfer of shares unless such registration of transfer would be contrary to any provisions in the Memorandum, other provisions of these Articles, the Statute, or any other agreement binding on the Company or the transferor (including the Shareholders' Agreement). If the Directors refuse to register a transfer, they shall notify the transferee of such refusal within five (5) business days after receipt of a request for such transfer, providing a detailed explanation of the reason therefor.

10. Reserved.

REDEMPTION AND PURCHASE OF SHARES

11. (a) Subject to the provisions of the Statute, these Articles, and the Memorandum, shares may be issued on the terms that they are, or at the option of the Company, to be redeemed on such terms and in such manner as the Company, before the issue of the shares, may by Special Resolution determine.

(b) Subject to the provisions of the Statute, these Articles, and the Memorandum, the Company may purchase its own shares (including fractions of a share), including any redeemable shares, provided that the manner of purchase has first been authorized by the Company in general meeting and may make payment therefor in any manner authorized by the Statute, including out of capital.

VARIATION OF RIGHTS OF SHARES

12. Subject to Article 74 below, if at any time the share capital of the Company is divided into different classes or series of shares, the rights attached to any class or series (unless otherwise provided by the terms of issue of the shares of that class or series) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of a majority of the issued shares of that class or series or with the sanction of a Special Resolution passed at a general meeting of the holders of the shares of that class or series.

The provisions of these Articles relating to general meetings shall apply to every such general meeting of the holders of one class or series of shares except that the necessary quorum shall be one person holding or representing by proxy at least half of the issued shares of the class and that any holder of shares of the class or series present in person or by proxy may demand a poll.

13. The rights conferred upon the holders of the shares of any class or series issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class or series, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

COMMISSION ON SALE OF SHARES

14. The Company may in so far as the Statute from time to time permits (i) pay a commercially reasonable commission to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares of the Company. Such commissions may be satisfied by the payment of cash or the lodgement of fully or partly paid-up shares or partly in one way and partly in the other and (ii) pay, on any issue of shares, such brokerage fees as may be lawful and commercially reasonable.

NON-RECOGNITION OF TRUSTS

15. No person shall be recognized by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future, or partial interest in any share, or any interest in any fractional part of a share, or (except only as is otherwise provided by these Articles or the Statute) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

CONVERSION OF PREFERRED SHARES

16. The holders of Preferred Shares shall have the conversion rights as follows:

(a) Right to Convert. Each Preferred Share shall be convertible, at the option of the holder thereof, at any time after the Original Issue Date of such Preferred Share, into such number of fully paid and non-assessable Ordinary Shares as is determined by dividing the applicable Adjusted Issue Price by the conversion price applicable to such Preferred Share (the **"Conversion Price"**), determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial Conversion Price shall initially equal the Adjusted Issue Price applicable to such Preferred Share, and shall be adjusted from time to time as provided below. For the avoidance of doubt, the initial conversion ratio for Preferred Shares to Ordinary Shares shall be 1:1.

(b) Automatic Conversion. Without any action being required by the holder of such share and whether or not the certificates representing such share are surrendered to the Company or its transfer agent, each Preferred Share shall automatically be converted into Ordinary Shares at the then effective applicable Conversion Price upon (x) the closing of a Qualified IPO or, (y) with respect to Series A Shares at the election of the Majority Series A Shareholders; with respect to Series B Shares at the election of the holders of seventy-five percent (75%) of the Series B Shares (voting together as a separate class); and with respect to Series C Shares at the election of the Majority Series C Shareholders (such event being referred to herein as a **"Automatic Conversion"**).

On and after the date of an Automatic Conversion, notwithstanding that any certificates for the Preferred Shares shall not have been surrendered for conversion, the Preferred Shares evidenced thereby shall be deemed to be no longer outstanding, and all rights with respect thereto shall forthwith cease and terminate, except only the rights of the holder (i) to receive the Ordinary Shares to which such holder shall be entitled upon conversion thereof, (ii) to receive the amount of cash payable in respect of any fractional share of Ordinary Shares to which it shall be entitled and (iii) with respect to dividends declared but unpaid on the Preferred Shares prior to such conversion date and the register of members of the Company shall be updated accordingly.

(c) Mechanics of Conversion. The Company shall give effect to any conversion pursuant to these Articles by any of the following methods (or a combination thereof) and in all such cases the form, manner, timing and execution of the conversion shall, subject to these Articles, occur as set out below: (i) provided that the total nominal par value of the shares being converted is equal to the total nominal par value of the shares into which they convert, the Company may, by Special Resolution, redesignate shares of a particular class to shares of another class. Upon the passing of such resolution, each share to be converted shall be redesignated as a share of the class into which it is being converted (with the rights, privileges, terms and obligations of such class) and the converted share shall from that point form part of the class into which it has been converted (and shall cease to form part of the class from which it was converted); (ii) by the purchase by the Company or redemption of the converting shares and, in consideration, the issue of the appropriate number of shares of the class into which such shares are to be converted and the register of members of the Company shall be updated accordingly and (iii) such other method as may be permitted by law from time to time as the Directors consider to be in the best interests of the Company. The Board of Directors has the authority (notwithstanding any other provision of these Articles to the contrary) to effect such repurchase or redemption and issue of shares in such manner as it considers appropriate and, in particular, may ascribe such value as it considers appropriate by way of determination of the purchase or redemption price and issue price. Shares which are purchased or redeemed pursuant to this Article shall be canceled as a matter of law and shall not be re-issued as shares carrying a conversion right.

No fractional Ordinary Shares shall be issued upon conversion of the Preferred Shares. All Ordinary Shares (including any fractions thereof) issuable upon conversion of Preferred Shares by a holder thereof shall be aggregated for purposes of determining whether the issuance would result in the issuance of any fractional share. In lieu of any fractional shares to which the holder thereof would otherwise be entitled, the Company shall pay cash equal to such fraction multiplied by the then effective applicable Conversion Price, unless the payment would amount to less than US$50.00 in aggregate payable to any single converting holder of Preferred Shares in which case such amount will not be distributed but shall be retained for the benefit of the Company.

Before any holder of the Preferred Shares shall be entitled to convert the same into Ordinary Shares and to receive certificates therefor, such holder shall give not less than two (2) business days prior written notice to the Company at such office that it elects to convert the same and surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Preferred Shares on the expiry of such two (2) business days period; provided, however, that in the event of an Automatic Conversion pursuant to Article 16 (b), the outstanding Preferred Shares shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent, and provided further that the Company shall not be obligated to issue certificates evidencing the shares of Ordinary Shares issuable upon such Automatic Conversion unless the certificates evidencing such Preferred Shares are either delivered to the Company or its transfer agent as provided above, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen, or destroyed and has delivered to the Company an indemnity by the holder in a form reasonably satisfactory to the Directors.

The Company shall, as soon as practicable after such delivery, or such notification in the case of a lost certificate (subject to of an indemnity by the holder in a form reasonably satisfactory to the Directors), update the register of members and issue and deliver at such office to such holder of the Preferred Shares, a certificate or certificates for the number of Ordinary Shares to which such holder shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional Ordinary Shares. Such conversion shall be deemed to have been made immediately prior to the close of business on the date when the register of members of the Company is updated, or in the case of Automatic Conversion, on the date of, and immediately prior to, the closing of the Qualified IPO or the date specified by the Majority Series A Shareholders, the holders of seventy-five percent (75%) of the Series B Shares, or the Majority Series C Shareholders, as the case maybe, and the person or persons entitled to receive Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Ordinary Shares at such time. For the avoidance of doubt, no conversion shall prejudice the right of a holder of Preferred Shares to receive dividends and other distributions declared but not paid as at the date of conversion on the Preferred Shares being converted.

17. Adjustments to Conversion Price.

(i) *Adjustment for Share Splits and Combinations*. If the Company shall at any time, or from time to time, effect a subdivision of the outstanding Ordinary Shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately decreased. Conversely, if the Company shall at any time, or from time to time, combine the outstanding Ordinary Shares into a smaller number of shares, the Conversion Price in effect immediately prior to the combination shall be proportionately increased. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective. Except to the limited extent in the case of a reverse share split, combination, consolidation or other similar transaction or the readjustment set out herein (including Article 17(vi)), no adjustment of the applicable Conversion Price pursuant to Article 17 shall have the effect of increasing any Conversion Price above the applicable Conversion Price in effect immediately prior to such adjustment and no adjustment shall be made if the effect would be that the applicable Conversion Price would be less than the par value of the Ordinary Shares into which the Preferred Shares are to be converted.

(ii) *Adjustment for Ordinary Share Dividends and Distributions*. If the Company makes (or fixes a record date for the determination of holders of Ordinary Shares entitled to receive) a dividend or other distribution to the holders of Ordinary Shares payable in additional Ordinary Shares, the Conversion Price then in effect shall be decreased as of the time of such issuance (or in the event such record date is fixed, as of the close of business on such record date) by multiplying such Conversion Price then in effect by a fraction (i) the numerator of which is the total number of Ordinary Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which is the total number of Ordinary Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of Ordinary Shares issuable in payment of such dividend or distribution.

(iii) *Adjustments for Other Dividends*. If the Company at any time, or from time to time, makes (or fixes a record date for the determination of holders of Ordinary Shares entitled to receive) a dividend or other distribution payable in Securities of the Company other than Ordinary Shares or Ordinary Share Equivalents, then, and in each such event, provision shall be made so that, upon conversion of any Preferred Share thereafter, the holder thereof shall receive, in addition to the number of Ordinary Shares issuable thereon, the amount of securities of the Company which the holder of such share would have received had the Preferred Shares been converted into Ordinary Shares immediately prior to such event, all subject to further adjustment as provided herein.

(iv) *Reorganizations, Mergers, Consolidations, Reclassifications, Exchanges, Substitutions*. If at any time, or from time to time, any capital reorganization or reclassification of the Ordinary Shares (other than as a result of a share dividend, subdivision, split or combination otherwise treated above) occurs or the Company is consolidated, merged or amalgamated with or into another Person (other than a consolidation, merger or amalgamation treated as a Liquidation Event), then in any such event, provision shall be made so that, upon conversion of any Preferred Share thereafter, the holder thereof shall receive the kind and amount of shares and other securities and property which the holder of such share would have received had the Preferred Shares been converted into Ordinary Shares on the date of such event, all subject to further adjustment as provided herein, or with respect to such other securities or property, in accordance with any terms applicable thereto.

(v) *Sale of Shares below the Conversion Price*.

(A) Adjustment of Conversion Price Upon Issuance of Additional Stock.

(1) In the event the Company shall at any time after the Original Issue Date issue Additional Stock, without consideration or for a consideration per share less than the applicable Conversion Price in effect immediately prior to such issue, then the applicable Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

CP2 = CP1 * (A + B) / (A + C).

(2) For purposes of the foregoing formula, the following definitions shall apply:

(a) CP2 shall mean the applicable Conversion Price in effect immediately after such issue of Additional Stock;

(b) CP1 shall mean the applicable Conversion Price in effect immediately prior to such issue of Additional Stock;

(c) "A" shall mean the number of Ordinary Shares outstanding immediately prior to such issue of Additional Stock, treating for this purpose as outstanding all Ordinary Shares issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Equity Securities (including the Preferred Shares) outstanding (assuming exercise of any outstanding Ordinary Share Equivalents therefor) immediately prior to such issue;

(d) "B" shall mean the number of Ordinary Shares that would have been issued if such Additional Stock had been issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Company in respect of such issue by CP1); and

(e) "C" shall mean the number of such Additional Stock issued in such transaction.

For purposes of this Article 17, except as otherwise agreed by the Majority Series C Shareholders, the Majority Series B Shareholders, and the Majority Series A Shareholders, **"Additional Stock"** shall mean all Shares issued by the Company other than Ordinary Shares issued or issuable at any time (I) to officers, directors, employees and consultants of the Company pursuant to the ESOP of the Company as duly approved by the Board of Directors, As Adjusted, or pursuant to an amendment of such ESOP as the Company may from time to time increase the number in the reserved shares under such ESOP, provided that such amendment is approved in accordance with these Articles and by the prior written consent of the Majority Series C Shareholders, the Majority Series B Shareholders, and the Majority Series A Shareholders; (II) pursuant to adjustments made to share splits, combinations, subdivisions, recapitalizations or similar events or as a dividend or distribution with respect to the Preferred Shares (which shall instead be subject to customary conversion adjustments in accordance with these Articles); (III) upon conversion of the Preferred Shares; (IV) upon a Qualified IPO; (V) as a dividend or distribution on the Preferred Shares; and (VI) pursuant to the bona fide acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization in which the Company acquires, in a single transaction or series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity, as approved in accordance with these Articles and by the Board of Directors, including the affirmative consents or votes of the Preferred Directors Majority (collectively, "**Exempted Shares**").

(B) *Determination of Consideration*. For the purpose of making any adjustment to any Conversion Price or the number of Ordinary Shares issuable upon conversion of the Preferred Shares, as provided above:

(1) To the extent it consists of cash, the consideration received by the Company for any issue or sale of securities shall be computed at the net amount of cash received by the Company after deduction of any underwriting or similar commissions, compensations, discounts or concessions paid or allowed by the Company in connection with such issue or sale;

(2) To the extent it consists of property other than cash, consideration other than cash received by the Company for any issue or sale of securities shall be computed at the fair market value thereof (as determined in good faith by a majority of the Board of Directors, including the affirmative consents or votes of Preferred Directors Majority), as of the date of the adoption of the resolution specifically authorizing such issue or sale, irrespective of any accounting treatment of such property; and

(3) If Additional Stock or Ordinary Share Equivalents exercisable, convertible or exchangeable for Additional Stock are issued or sold together with other stock or securities or other assets of the Company for consideration which covers both, the consideration received for the Additional Stock or such Ordinary Share Equivalents shall be computed as that portion of the consideration received (as determined in good faith by a majority of the Board of Directors, including the affirmative consents or votes of the Preferred Directors Majority) to be allocable to such Additional Stock or Ordinary Share Equivalents.

(C) *No Exercise*. If all of the rights to exercise, convert or exchange any Ordinary Share Equivalents shall expire without any of such rights having been exercised, the applicable Conversion Price As Adjusted upon the issuance of such Ordinary Share Equivalents shall be readjusted to the applicable Conversion Price which would have been in effect had such adjustment not been made.

(D) *Other Adjustment Events*. If the Preferred Majority reasonably determine that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances not referred to in this Article 17, the Company shall request such firm of internationally recognized independent accountants jointly selected by the Company and such holders, acting as experts, to determine as soon as practicable what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereof and the date on which such adjustment should take effect, and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination, the costs, fees and expenses of the accountants selected shall be borne by the Company.

(E) *Notices Regarding Winding-up*. If, at any time when any Preferred Shares are outstanding, a notice is given announcing the convening of a meeting of the Members of the Company for the purpose of passing a resolution for the winding up of the Company, the Company forthwith shall give notice to all holders of Preferred Shares. Each such holder of Preferred Shares shall be entitled at any time within two (2) weeks after the date on which such notice is given (but not thereafter) to elect by notice in writing delivered to the Company to be treated as if it had, immediately before the date of the passing of such resolution, exercised its conversion rights in respect of all Preferred Shares of which it is the holder and it shall be entitled to receive an amount equal to the amount which it would have received had it been the holder of Ordinary Shares to which it would have become entitled by virtue of such exercise.

(F) *No Adjustment*. No adjustment in the Conversion Price need be made if such adjustment would result in a change in such Conversion Price of less than US$0.005. Any adjustment of less than US$0.005 which is not made shall be carried forward and shall be made at the time of and together with any subsequent adjustment which, on a cumulative basis, amounts to an adjustment of US$0.005 or more in such Conversion Price. Notwithstanding the foregoing, all such adjustments carried forward shall be made immediately prior to any Liquidation Event or upon conversion of the Preferred Shares into Ordinary Shares.

(vi) *Deemed Issue of Additional Stock*

(A) If the Company at any time or from time to time after the Original Issue Date shall issue any Ordinary Share Equivalents (excluding Ordinary Share Equivalents which are themselves Exempted Shares) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Ordinary Share Equivalents, then the maximum number of Ordinary Shares (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise, conversion or exchange of such Ordinary Share Equivalents shall be deemed to be Additional Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, and for a consideration equal to the consideration received by the Company upon the issuance of such Ordinary Share Equivalents plus the minimum aggregate additional consideration payable to the Company on conversion, exchange or exercise thereof (without taking into account potential anti-dilution adjustments).

(B) If the terms of any Ordinary Share Equivalents, the issuance of which resulted in an adjustment to the Conversion Price pursuant to the terms of Article 17(v), are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Ordinary Share Equivalents (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Ordinary Share Equivalents) to provide for either (1) any increase or decrease in the number of Ordinary Shares issuable upon the exercise, conversion and/or exchange of any such Ordinary Share Equivalents or (2) any increase or decrease in the consideration payable to the Company upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the applicable Conversion Price computed upon the original issue of such Ordinary Share Equivalents (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have been obtained had such revised terms been in effect upon the original date of issuance of such Ordinary Share Equivalents. Notwithstanding the foregoing, no readjustment pursuant to this clause (B) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (i) the Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Ordinary Share Equivalents, or (ii) the Conversion Price that would have resulted from any issuances of Additional Stock (other than deemed issuances of Additional Stock as a result of the issuance of such Ordinary Share Equivalents) between the original adjustment date and such readjustment date.

(C) If the terms of any Ordinary Share Equivalents (excluding Ordinary Share Equivalents which are themselves Exempted Shares), the issuance of which did not result in an adjustment to the applicable Conversion Price pursuant to the terms of Article 17(v) (either because the consideration per share of the Additional Stock subject thereto was equal to or greater than the applicable Conversion Price then in effect, or because such Ordinary Share Equivalent was issued before the Original Issue Date), are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Ordinary Share Equivalents (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Ordinary Share Equivalents) to provide for either (1) any increase or decrease in the number of Ordinary Shares issuable upon the exercise, conversion or exchange of any such Ordinary Share Equivalents or (2) any increase or decrease in the consideration payable to the Company upon such exercise, conversion or exchange, then such Ordinary Share Equivalents, as so amended or adjusted, and the Additional Stock subject thereto (determined in the manner provided in Article 17(vi)(A)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(D) Upon the expiration or termination of any unexercised, unconverted or unexchanged Ordinary Share Equivalents (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the applicable Conversion Price pursuant to the terms of Article 17(v), the applicable Conversion Price shall be readjusted to such applicable Conversion Price as would have been obtained had such Ordinary Share Equivalents (or portion thereof) never been issued.

(E) If the number of Ordinary Shares issuable upon the exercise, conversion and/or exchange of any Ordinary Share Equivalents, or the consideration payable to the Company upon such exercise, conversion and/or exchange, is calculable at the time such Ordinary Share Equivalents is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the applicable Conversion Price provided for in this Article 17(vi) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (B) and (C) of this Article 17(vi)). If the number of Ordinary Shares issuable upon the exercise, conversion and/or exchange of any Ordinary Share Equivalent, or the consideration payable to the Company upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Ordinary Share Equivalent is issued or amended, any adjustment to the applicable Conversion Price that would result under the terms of this Article 17(vi) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the applicable Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

18. Reserved.

19. Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment of the applicable Conversion Price pursuant to Article 17, the Company, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof, and furnish to each holder of Preferred Shares subject to such adjustment or readjustment, a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Preferred Shares at such holder's address as shown in the Company's books. The Company shall furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the applicable conversion price then in effect, and (iii) the number of Ordinary Shares and the amount, if any, of other property which at the time would be received upon the conversion of such Preferred Shares.

GENERAL CONVERSION PROVISIONS

20. Notices of Record Date. In the event that the Company shall propose at any time:

(a) to declare any dividend or distribution upon its Ordinary Shares or other class or series of shares, whether in cash, property, stock, or other securities, and whether or not a regular cash dividend;

(b) to offer for subscription pro rata to the holders of any additional shares of any class or series or other rights;

(c) to effect any reclassification or recapitalization of its Ordinary Shares outstanding involving a change in the Ordinary Shares; or

(d) to merge or consolidate with or into any other corporation, or sell, lease, or convey all or substantially all its property, assets or business, or a majority of the capital stock of the Company, or to liquidate, dissolve, or wind up;

then, in connection with each such event, the Company shall send to the holders of Preferred Shares (unless otherwise waived in writing by the Preferred Majority):

(a) at least thirty (30) days' prior written notice of the date on which a record shall be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of Ordinary Shares shall be entitled thereto) or for determining rights to vote in respect of the matters referred to in subparagraphs (c) and (d) of this Article 20; and

(b) in the case of the matters referred to in subparagraphs (c) and (d) of this Article 20, at least thirty (30) days' prior written notice of the date when the same shall take place (and specifying the date on which the holders of Ordinary Shares shall be entitled to exchange their Ordinary Shares for securities or other property deliverable upon the occurrence of such event or the record date for the determination of such holders if such record date is earlier).

Each such written notice shall be delivered personally or given by first class mail, postage prepaid, addressed to the holders of Preferred Shares at the address for each such holder as shown on the books of the Company.

21. Issue Taxes. The Company shall pay any and all issue and other taxes (other than income taxes) that may be payable in respect of any issue or delivery of Ordinary Shares on conversion of Preferred Shares pursuant hereto; provided, however, that the Company shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

22. Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued Ordinary Shares, solely for the purpose of effecting the conversion of Preferred Shares, such number of Ordinary Shares as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Shares, and if at any time the number of authorized but unissued Ordinary Shares shall not be sufficient to effect the conversion of all then outstanding Preferred Shares, the Company will take such corporate action as may be necessary to increase its authorized but unissued Ordinary Shares to such number as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite Members' approval of any necessary amendment to the Memorandum and these Articles.

LIEN ON SHARES

23. The Company shall have a first and paramount lien and charge on all shares (not being a fully paid-up share) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or his estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such share shall operate as a waiver of the Company's lien (if any) thereon. The Company's lien (if any) on a share shall extend to all dividends or other monies payable in respect thereof.

24. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder or holders for the time being of the share, or the person, of which the Company has notice, entitled thereto by reason of his death or bankruptcy.

25. To give effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

26. The proceeds of such sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALL ON SHARES

27. (a) The Directors may from time to time make calls upon the Members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium or otherwise) and not by the conditions of allotment thereof made payable at fixed terms, provided that no call shall be payable at less than one month from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the shares. A call may be revoked or postponed as the Directors may determine. A call may be made payable by installments.

(b) A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

(c) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

28. If a sum called in respect of a share is not paid before or on a day appointed for payment thereof, the persons from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding ten per cent per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest either wholly or in part.

29. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium or otherwise, shall for the purposes of these Articles be deemed to be a call duly made, notified and payable on the date on which by the terms of issue the same becomes payable, and in the case of non-payment all the relevant provisions of these Articles as to payment of interest forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

30. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls or interest to be paid and the times of payment.

31. (a) The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him, and upon all or any of the monies so advanced may (until the same would but for such advances, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) seven per cent per annum, as may be agreed upon between the Directors and the Member paying such sum in advance.

(b) No such sum paid in advance of calls shall entitle the Member paying such sum to any portion of a dividend declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

FORFEITURE OF SHARES

32. (a) If a Member fails to pay any call or installment of a call or to make any payment required by the terms of issue on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call, installment or payment remains unpaid, give notice requiring payment of so much of the call, installment or payment as is unpaid, together with any interest which may have accrued and all expenses that have been incurred by the Company by reason of such non-payment. Such notice shall name a day (not earlier than the expiration of fourteen days from the date of giving of the notice) on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time appointed the shares in respect of which such notice was given will be liable to be forfeited.

(b) If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

(c) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be canceled on such terms as the Directors think fit.

33. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all monies which, at the date of forfeiture were payable by him to the Company in respect of the shares together with interest thereon, but his liability shall cease if and when the Company shall have received payment in full of all monies whenever payable in respect of the shares.

34. A certificate in writing under the hand of one Director or the Secretary of the Company that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the fact therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

35. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.

REGISTRATION OF EMPOWERING INSTRUMENTS

36. The Company shall be entitled to charge a fee not exceeding one dollar (US$1.00) on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney or other instrument.

TRANSMISSION OF SHARES

37. In case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares, but nothing herein contained shall release the estate of any such deceased holder from any liability in respect of any shares which had been held by him solely or jointly with other persons.

38. (a) Any person becoming entitled to a share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to make such transfer of the share to such other person nominated by him as the deceased or bankrupt person could have made and to have such person registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy as the case may be.

(b) If the person so becoming entitled shall elect to be registered himself as holder he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

39. A person becoming entitled to a share by reason of the death or bankruptcy or liquidation or dissolution of the holder (or in any other case than by transfer) shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company PROVIDED HOWEVER that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.

AMENDMENT OF MEMORANDUM OF ASSOCIATION, CHANGE OF LOCATION OF REGISTERED OFFICE & ALTERATION OF CAPITAL

40. (a) Subject to and in so far as permitted by the provisions of the Statute and these Articles, in particular Article 74, the Company may from time to time by Special Resolution alter or amend its Memorandum otherwise than with respect to its name and objects and may, without restricting the generality of the foregoing:

(i) increase the share capital by such sum to be divided into shares of such amount or without nominal or par value as the resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;

(ii) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(iii) by subdivision of its existing shares or any of them divide the whole or any part of its share capital into shares of smaller amount than is fixed by the Memorandum;

(iv) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.

(b) All new shares created hereunder shall be subject to the same provisions with reference to the payment of calls, liens, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.

(c) Subject to the provisions of the Statute, the Company may by Special Resolution change its name or alter its objects.

(d) Without prejudice to Article 11 hereof and subject to the provisions of the Statute, the Company may by Special Resolution reduce its share capital and any capital redemption reserve fund.

(e) Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its registered office.

CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE

41. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any dividend, or in order to make a determination of Members for any other similar proper purpose, the Directors of the Company may provide that the register of Members shall be closed for transfers for a stated period but not to exceed in any case ten (10) days. If the register of Members shall be so closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members such register shall be so closed for at least ten (10) days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the register of Members.

42. In lieu of or apart from closing the register of Members, the Directors may fix in advance a date as the record date for any such determination of Members entitled to notice of or to vote at a meeting of the Members and for the purpose of determining the Members entitled to receive payment of any dividend the Directors may, at or within ninety (90) days prior to the date of declaration of such dividend fix a subsequent date as the record date for such determination.

43. If the register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members or Members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article 43, such determination shall apply to any adjournment thereof.

GENERAL MEETING

44. All general meetings other than annual general meetings shall be called extraordinary general meetings. The Company may hold a general meeting as its annual general meeting but shall not (unless required by the Statute) be obligated to hold an annual general meeting. The annual general meeting shall be held at such time and place as the Directors shall appoint and if no other time and place is prescribed by them, it shall be held at the registered office on the second Wednesday in December of each year at ten o'clock in the morning.

45. (a) The Directors may whenever they think fit, and they shall on the requisition of Members of the Company holding at the date of the deposit of the requisition not less than one-tenth (1/10) of such of the paid-up capital of the Company as at the date of the deposit carries the right of voting at general meetings of the Company, proceed to convene a general meeting of the Company.

(b) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.

(c) If the Directors do not within twenty-one (21) days from the date of the deposit of the requisition duly proceed to convene a general meeting, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three (3) months after the expiration of the said twenty-one (21) days.

(d) A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

NOTICE OF GENERAL MEETINGS

46. At least five (5) days' notice shall be given by the Board of Directors of an annual general meeting or any other general meeting to the Members whose names on the date of the notice appear as a Member in the register of Members of the Company and are entitled to vote at the meeting, unless such notice is waived either before, at, or after such annual or other general meeting (a) in the case of a general meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat or their proxies; and (b) in the case of any other general meeting, by holders of not less than the minimum number of shares required to approve the actions submitted to the Members for approval at such meeting, or their proxies (collectively, the "**Required Consenters**"). Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company PROVIDED that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of Article 45 have been complied with, be deemed to have been duly convened if it is so agreed by the Required Consenters.

47. The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

PROCEEDINGS AT GENERAL MEETINGS

48. A general meeting shall be deemed duly constituted if, at the commencement of and throughout the meeting, there are present in person or by proxy the holders of more than fifty percent (50%) of the outstanding Ordinary Shares of the Company and the Majority Series A Shareholders, the Majority Series B Shareholders, and the Majority Series C Shareholders, provided always that if the Company has one Member of record the quorum shall be that one Member present in person or by proxy. No business shall be transacted at any general meeting unless the aforesaid quorum of Members is present at the time when the meeting proceeds to business.

49. A Special Resolution or Ordinary Resolution in writing (in one or more counterparts) signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

50. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved and in any other case it shall stand adjourned to the same time and place seven (7) business days later or such other place as the Directors may determine and if at the adjourned meeting a quorum is not present within forty-five (45) minutes from the time appointed for the meeting, the Members present shall be a quorum. Other than the business as outlined in the notice to Members and subject to Articles 74 and 75, no other business shall be determined at the adjourned meeting.

51. The general meeting of the Company and any Group Company may be held and any Member or shareholder, as the case may be, may participate in such meeting, by means of a conference telephone or similar communication equipment by means of which all persons participating in the meeting are capable of hearing each other; and such participation shall be deemed to constitute presence in person at that meeting.

52. The Chairman of the Board of Directors shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if he shall not be present within fifteen (15) minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.

53. If at any general meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their numbers to be Chairman of the meeting.

54. The Chairman may, with the consent of any general meeting duly constituted hereunder, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a general meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting; save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting.

55. At any general meeting a resolution put to the vote of the meeting shall be decided by the vote of the requisite majority pursuant to a poll of the Members. Unless otherwise required by the Statute or these Articles (including but not limited to Article 74), such requisite majority shall be a simple majority of votes cast.

56-60. Reserved.

VOTES OF MEMBERS

61. Subject to any rights or restrictions for the time being attached to any class or classes of shares, every Member of record present in person or by proxy shall have one vote for each share registered in his name in the register of Members.

62. Each Preferred Share shall carry such number of votes as is equal to the number of votes of Ordinary Shares then issuable upon the conversion of such Preferred Shares. The holders of Preferred Shares and the holders of Ordinary Shares shall vote together and not as a separate class, unless otherwise provided in these Articles, the Memorandum and the applicable Statute. Subject always to Articles 74 and 75 and to the extent permitted by applicable Law, regardless of whether the Ordinary Shares (excluding the Ordinary Shares issuable upon the conversion of the Preferred Shares) account for more or less than fifty percent (50%) of the total issued voting Shares (on a fully-diluted and as-converted basis), only with respect to a shareholder vote at a meeting on the subject matter of appointing and/or changing the chief executive officer of the Group, the votes cast by the Ordinary Shareholders as of the date hereof shall be deemed to represent fifty-one percent (51%) of the total issued voting Shares (on an as-converted basis) (the "**Founder Supervoting Right**"); *provided that*, notwithstanding any other provision of this Agreement, the Founder Supervoting Right shall be specific to the Founder and the Founder Holdco, and shall not be transferable or assignable even if the Ordinary Shares are transferred in accordance with the Transaction Documents; *provided further that* the Founder Supervoting Right may be exercised by the Founder and the Founder Holdco if and only if (i) the Founder Holdco holds no less than twenty percent (20%) of the outstanding share capital of the Company (on a fully-diluted and as-converted basis), (ii) the Founder holds the position of CEO with the Group and has not breached any agreement that he has entered into with a Group Company or any other policy of any Group Company, (iii) the Founder is and has always been in full compliance with all of its, and the Founder Holdco's, obligations under the Transaction Documents, (iv) the Founder has not taken any action that, directly or indirectly, results in adversely affecting the interests of any Group Company and/or the Members (including without limitation misappropriating the confidential information, intellectual properties, or other properties of the Group directly or indirectly), (v) the Founder has not been convicted (including convicted by a plea of no contest) of a felony or equivalent, or any crime involving fraud, dishonesty or moral turpitude (or has not lost any corresponding or similar civil case), (vi) the Founder has not violated any applicable laws in such manner that it results in adversely affecting the interests of any Group Company and/or the Shareholders, and has not taken any dishonest or fraudulent actions, or any other unethical actions that adversely affect public welfare, and (vii) the Founder is, at all times, fit to act as a CEO based on, and in accordance, with criteria set forth by applicable laws and regulations.

63. In the case of joint holders of record the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of Members.

64. A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote, by his committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other persons may vote by proxy.

65. No Member shall be entitled to vote at any general meeting unless he is registered as a Member of the Company on the record date for such meeting nor unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

66. No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at such general meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the general meeting whose decision shall be final and conclusive.

67. Votes may be given either personally or by proxy.

PROXIES

68. The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of his attorney duly authorized in writing, or, if the appointor is a corporation under the hand of an officer or attorney duly authorized in that behalf. A proxy need not be a Member of the Company.

69. The instrument appointing a proxy shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the meeting no later than the time for holding the meeting, or adjourned meeting provided that the Chairman of the Meeting may at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited upon receipt of telex, cable or telecopy confirmation from the appointor that the instrument of proxy duly signed is in the course of transmission to the Company.

70. The instrument appointing a proxy may be in any usual or common form and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.

71. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the registered office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

72. Any corporation which is a Member of record of the Company may in accordance with its articles or other governing documents, or in the absence of such provision by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members of the Company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Member of record of the Company.

73. Shares of its own capital belonging to the Company or held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time.

PROTECTIVE PROVISIONS

74. In addition to any other vote or consent required elsewhere in these Articles or by the Statute, the Company shall not directly or indirectly carry out any of the following actions, and no affirmative board or members' resolution shall be adopted to directly or indirectly approve or carry out the same, except with the prior written consent of the Preferred Majority:

(a) any amendment or change of the rights, preferences, privileges, or powers of, or the restrictions provided for the benefit of, the Preferred Shares;

(b) any action that authorizes, creates or issues, or obligates the Company to authorize, create or issue, shares of any class of capital stock of the Company, or instruments that are convertible into shares, having preferences superior to or on a parity with the Preferred Shares;

(c) any action that reclassifies any outstanding shares of the Company;

(d) any issuance by any Group Company of any securities or any instruments that are convertible into securities, or any increase or decrease in the number of authorized Ordinary Shares or Preferred Shares of the Company or of the share capital of any other Group Company, excluding (x) any issuance of Ordinary Shares upon conversion of the Preferred Shares, (y) any issuance of Ordinary Shares (or options or warrants therefor) to officers, directors, employees and consultants of any Group Company pursuant to the ESOP or other similar arrangement approved by the members of the Company in accordance herewith, and (z) any issuance by any Group Company of any equity securities of any Group Company pursuant to any other existing contractual arrangement binding upon such Group Company as of the date hereof;

(e) any adoption, amendment or waiver of any provision of these Articles or the Memorandum or any similar organizational documents of any other Group Company;

(f) the liquidation, dissolution or winding up of any Group Company;

(g) any sale, transfer, license, creating pledge or encumbrance over, or disposal of any technology or intellectual property owned by any Group Company, other than licenses granted in the ordinary course of business;

(h) authorizing or consummating a Liquidation Event or authorizing or consummating the merger, acquisition, reorganization, consolidation, business combination or similar transaction, or sale, conveyance or other disposition of all or substantially all of the assets, or exclusive licensing of all or substantially all of the intellectual property of any Group Company;

(i) the declaration or payment of a dividend on the capital stock of any Group Company;

(j) the redemption or repurchase of any capital stock, other than repurchase from employees upon termination of their employment at the original purchase price or pursuant to contractual rights of first refusal;

(k) incurrence of indebtedness for money borrowed in excess of US$500,000 per commitment or US$500,000 in the aggregate by any Group Company, except for those arising in the ordinary course of business (including without limitation loans from shareholders, financial institutions, financial assets exchanges and network platforms, debt financing and other asset-related cooperation);

(l) the creation of any new Subsidiaries or joint ventures, or having any Subsidiary that is not wholly owned by any Group Company;

(m) a public offering of or other listing of the securities of the Company or any of its Subsidiaries, including the selection of any underwriter for such offering;

(n) any termination of, unapproved amendment to or breach of any contracts among the Group Companies designed to provide the Company with control over, and the ability to consolidate the financial statements of, direct or indirect subsidiaries and/or controlled entities, including without limitation termination of, or any material amendment to, the Control Documents;

(o) any transactions involving a Group Company, on the other hand, and any Group Company's employees, officers, directors or shareholders or any Affiliate of Group Company's shareholder or any of its officers, directors or shareholders, on the other hand, with an aggregate value in excess of US$50,000 in a financial year;

(p) the issuance or reservation of Ordinary Shares under the ESOP, As Adjusted;

(q) any amendment to the foregoing items; and

(r) any agreement or commitment by any Group Company to do any of the foregoing items.

75. In addition to any other vote or consent required elsewhere in this Agreement, the Memorandum and Articles of Association or by any applicable law, the Company shall not, directly or indirectly, carry out any of the following actions, and no affirmative board or members' resolutions shall be adopted to directly or indirectly approve or carry out the same, except in any such case with the prior written consent of API:

(a) liquidate, dissolve or wind-up the affairs of any Group Company, or effect a transaction constituting a "Liquidation Event";

(b) amend, alter, or repeal any provision of the Memorandum and these Articles, or other Charter Documents of any Group Company (including but not limited to increasing or decreasing the authorized number of members of the Board and the board of any Subsidiary of any Group Company);

(c) create or authorize the creation of or issue any Equity Security of any Group Company, having rights, preferences or privileges senior to or on parity with the Series C Shares or increase the authorized number of shares of Ordinary Shares or any Ordinary Share Equivalents; provided, however, that only the consent of the Preferred Majority shall be required hereunder to approve a bona fide financing of the Company occurring after the date hereof at a pre-money valuation of at least US$800,000,000 and a post-money valuation of at least US$1,000,000,000 so long as (A) no Strategic Investor participates, and (B) no rights of any investor in such financing, individually or in the aggregate, shall, directly or indirectly, disproportionately and adversely impact API (the "**New Financing**"); a "**Strategic Investor**" shall mean an investor which has, or any Affiliate of which has, an internet finance, lending or similar business;

(d) purchase or redeem or pay any dividend on any Equity Securities of any Group Company (other than any repurchase of Equity Securities from former employees or consultants in connection with the cessation of their employment/services, at the lower of fair market value or cost);

(e) create, incur or authorize the creation of any debt (including without limitation the issuance of any debt securities) if the Group Companies' aggregate indebtedness would exceed US$200,000, or guarantee any indebtedness, except for trade accounts of the Group Companies arising in the ordinary course of business;

(f) create any liens over assets except to serve any indebtedness otherwise permitted or previously approved pursuant to paragraph (e) above;

(g) make any loan or advance other than trade credit given in the ordinary course of business, except to wholly-owned subsidiaries of the Company;

(h) approve, extend or amend (i) any transaction or agreement with a shareholder, director, officer or employee in an amount in excess of US$50,000, except pursuant to the Company's ESOP, (ii) any non-monetary transactions involving granting of exclusivity or other material rights to a third party, and (iii) transactions or agreements (including any termination or amendment) related to the Control Documents;

(i) amend the ESOP or approve any new equity-based compensation plan or any bonus or incentive plan; and administer the ESOP or any bonus or incentive plan;

(j) change the Business of the Group Companies, enter new lines of business, or exit any current line of business;

(k) sell, transfer, license out, pledge or encumber technology or intellectual property, other than licenses granted in the ordinary course of business;

(l) merge, amalgamate or consolidate any Group Company with any other person, or sell, transfer or otherwise dispose of any Group Company or any material asset or goodwill of any Group Company;

(m) purchase any real property;

(n) change the capital structure (including authorized or issued share capital or ownership thereof) of the Company or any other Group Company;

(o) invest in or acquire any other person, or any assets, business, business organization or division of any other person, or form any new subsidiary of any member of the Group;

(p) enter into any joint venture or partnership;

(q) adopt the annual business plan and budget of the Group, amend any then-current business plan or budget, or approve any spending that would exceed the amount approved in the then current annual budget by 10%;

(r) commence, terminate or settle any litigation or arbitration in which the amount in dispute is or could reasonably be expected to exceed US$100,000;

(s) select or change the external auditor, or make any material changes to the accounting policies or change the financial year of the Group;

(t) appointment, replacement, or removal of the chief executive officer, the chief financial officer, the chief risk officer, or any other senior officer or member of senior management of any Group Company;

(u) sale, lease, or other disposal of more than US$200,000 of any assets or property of any Group Company in any financial year; or

(v) agree or undertake to do any of the foregoing.

For the avoidance of doubt, any public offering of, or other listing of the securities of, the Company or any Group Company, including the selection of any underwriter for such offering, shall be subject only to the prior written consent of the Preferred Majority.

Notwithstanding the foregoing, any matter that is solely in connection with, and directly necessary for, the consummation of the New Financing, as specifically set forth in Articles 75(b), 75(c), 75(h)(ii) (but in the case of such Article solely to the extent of granting exclusivity to a prospective investor in connection with the New Financing (i.e. at the term sheet stage and/or at the signing of the share purchase agreement or equivalent prior to the closing)), and 75(n), and then only with respect to matters involving the Company and not any other Group Company, shall only be subject to the consent of the Preferred Majority hereunder, in each case as long as no Strategic Investor participates in such New Financing.

Notwithstanding any other provision in these Articles, where any act or matter specified in Article 74 and Article 75 requires a Special Resolution of the Company in accordance with the Statute, and the requisite approval has not yet been obtained in accordance with Article 74 and Article 75, the Preferred Shareholders who vote against such act or matter at a meeting of the Company shall have the voting rights equal to all the Members who vote in favor of the resolution plus one.

DIRECTORS

76. There shall be a Board of Directors consisting of a maximum of eleven (11) persons, of which four (4) seats shall be vacant, and which number of members shall not be changed, nor the vacant seats filled, unless otherwise approved in accordance with the Statute and Article 74 and Article 75.

77. The first Directors of the Company shall be determined in writing by, or appointed by a resolution of, the subscribers of the Memorandum or a majority of them. Thereafter, the Directors shall be elected by the members for such term as the members may determine.

78. The seven (7) Directors in the Board of the Company shall be elected in the following manner:

(a) Each of API, BRV, Source Code, Phoenix and Kunlun shall have the right to elect, remove from the office and replace one (1) Director to the Board of Directors (the Director elected by BRV, the "**BRV Director**", the Director elected by Source Code, the "**Source Code Director**", the Director elected by Phoenix, the "**Phoenix Director**", the Director elected by Kunlun, the "**Kunlun Director**," and the Director elected by API, the "**API Director**").

(b) The Founder Holdco, shall have the right to elect, remove from the office and replace two (2) Directors to the Board of Directors (the "**Ordinary Directors**"), one of whom shall be the Company's then current chief executive officer, who shall be entitled to vote for the vacant seats of the Board.

79. Each Director holds office until his successor takes office or until his earlier death, resignation or removal.

80. Each of API, BRV, Phoenix, Source Code and Kunlun shall also be entitled to appoint an observer (collectively, the "**Observers**") to the Board to attend all Board meetings in a non-voting capacity. The Company shall reimburse API, BRV, Phoenix, Source Code and Kunlun (and/or their Affiliates) for all reasonable out-of-pocket expenses incurred by their respective Preferred Directors and Observers in attending Board meetings and for any other services as a Director or an Observer of the Company.

81. The remuneration to be paid to the Directors shall be such remuneration as the Directors shall determine. Such remuneration shall be deemed to accrue from day to day. The Directors shall also be entitled to be paid their travel, hotel and other expenses properly incurred by them in going to, attending and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors from time to time, or a combination partly of one such method and partly the other.

82. The Directors may by resolution award special remuneration to any Director of the Company undertaking any special work or services for, or undertaking any special mission on behalf of, the Company other than his ordinary routine work as a Director.

83. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

84. A Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

85. A shareholding qualification for Directors may be fixed by the Company in general meeting, but unless and until so fixed no qualification shall be required.

86. Subject to these Articles, a Director of the Company may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

87. In addition to any further restrictions set forth in these Articles, no person shall be disqualified from the office of Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director shall be in any way interested be or be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such Director holding office or of the fiduciary relation thereby established. Subject to the Shareholders' Agreement, a Director (or his alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is so interested as aforesaid PROVIDED HOWEVER that the nature of the interest of any Director in any such contract or transaction shall be disclosed by him or the alternate Director appointed by him at or prior to its consideration and any vote thereon.

88. A general notice that a Director is a shareholder of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure under Article 87 and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

89. Reserved.

POWERS AND DUTIES OF DIRECTORS

90. The business of the Company shall be managed by the Directors (or a sole Director if only one is appointed) who may pay all expenses incurred in promoting, registering and setting up the Company, and may exercise all such powers of the Company as are not, from time to time by the Statute, or by these Articles, or such regulations, inconsistent with the aforesaid, as may be prescribed by the Company in general meeting, PROVIDED HOWEVER that no regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

91. The Directors may from time to time and at any time by powers of attorney appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorneys as the Directors may think fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

92. All checks, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall from time to time by resolution determine.

93. The Directors shall cause minutes to be made in books provided for the purpose:

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors (including those represented thereat by an alternate or by proxy) present at each meeting of the Directors and of any committee of the Directors;

(c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

94. Subject to these Articles, the Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

95. Subject to these Articles, the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

MANAGEMENT

96. Subject to these Articles:

(a) The Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the three next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.

(b) The Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any persons to be members of such committees or local boards or any managers or agents and may fix their remuneration.

(c) The Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorize the members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

(d) Any such delegates as aforesaid may be authorized by the Directors to subdelegate all or any of the powers, authorities, and discretions for the time being vested in them.

MANAGING DIRECTORS

97. Subject to these Articles, the Directors (with the prior consents of each Preferred Director) may, from time to time, appoint one or more of their body (but not an alternate Director) to the office of Managing Director for such term and at such remuneration (whether by way of salary, or commission, or participation in profits, or partly in one way and partly in another) as they may think fit but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director and no alternate Director appointed by him can act in his stead as a Director or Managing Director.

98. Subject to these Articles, the Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and shall, at the direction of the Preferred Directors, revoke, withdraw, alter or vary all or any of such powers.

PROCEEDINGS OF DIRECTORS

99. Except as otherwise provided by these Articles, the Directors shall meet together for the dispatch of business, convening, adjourning and otherwise regulating their meetings as they think fit, but no less frequent than four meetings every fiscal year with one meeting in each fiscal quarter. Questions arising at any meeting shall be decided by a majority of the votes of the Directors and alternate Directors present at a meeting at which there is a quorum, the vote of an alternate Director not being counted if his appoint or be present at such meeting.

100. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors by at least ten (10) business days' written notice to every Director and alternate Director which notice shall set forth the general nature of the business to be considered unless such notice is waived in writing by all the Directors (or their alternates) either at, before or after the meeting is held, PROVIDED THAT the presence of a Director at a meeting shall be deemed to constitute a waiver on his part in respect of such meeting, and PROVIDED FURTHER if the notice is given in person, by cable, telex or telecopy the same shall be deemed to have been given on the day it is delivered to the Directors or transmitting organization as the case may be. The provisions of Article 64 shall apply mutatis mutandis with respect to notices of meetings of Directors.

101. The quorum necessary for the transaction of the business of the Directors shall be five (5) Directors, including API Director, PROVIDED ALWAYS (i) a Director and his appointed alternate Director being considered only one person for this purpose, and (ii) if there shall at any time be only a sole Director the quorum shall be one. For the purposes of this Article an alternate Director or proxy appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present. A meeting of Board of Directors will be adjourned to the same time and place seven (7) business days later if a quorum is not present at that Board' meeting. If at such adjourned meeting a quorum is still not present within forty-five minutes from the time appointed for the meeting, the Directors representing at least five (5) votes present in person or by proxy shall constitute a quorum. Except for the business as outlined in the notice to Directors, no other business shall be transacted thereat.

102. Subject to these Articles, any resolution of the Board must be approved by a majority of the Directors of the Board present at a meeting at which there is a quorum in order to be valid. A resolution signed by all members of the Board of Directors entitled to receive notice of a meeting of the Board of Directors shall be as valid and effectual for all purposes as a resolution of such Directors duly passed at a meeting of the Board duly convened, held and constituted.

103. Subject to Article 101, the continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

104. The Directors may elect a Chairman of their Board and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within thirty (30) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

105. Subject to these Articles, the Directors may delegate any of their powers to committees consisting of such member or members of the Board of Directors (including Alternate Directors in the absence of their appointors) as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors and by these Articles.

106. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and the Chairman shall not have a second or casting vote.

107. All acts done by any meeting of the Directors or of a committee of Directors (including any person acting as an alternate Director) shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and qualified to be a Director as the case may be.

108. Members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

109. (a) A Director may be represented at any meetings of the Board of Directors by a proxy appointed by him in which event the presence or vote of the proxy shall for all purposes be deemed to be that of the Director.

(b) The provisions of Articles 68-73 shall *mutatis mutandis* apply to the appointment of proxies by Directors.

VACATION OF OFFICE OF DIRECTOR

110. The office of a Director shall be vacated:

(a) if he gives notice in writing to the Company that he resigns the office of Director;

(b) if he absents himself (without being represented by proxy or an alternate Director appointed by him) from three consecutive meetings of the Board of Directors without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office;

(c) if he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally;

(d) if he is found a lunatic or becomes of unsound mind.

APPOINTMENT AND REMOVAL OF DIRECTORS

111. A Director can only be removed from the Board of Directors by the party or parties which appointed him as provided in Article 78, unless such Director resigns voluntarily or the term of his service expires, in which case the party or parties entitled to appoint such Director as provided in Article 78 shall be entitled to nominate a replacement to be appointed by the Board of Directors to fill the vacancy thus created.

112. Directors may only be appointed to and removed from the Board by the relevant Members in accordance with the Shareholders' Agreement and these Articles.

PRESUMPTION OF ASSENT

113. A Director of the Company who is present at a meeting of the Board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the Minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SEAL

114. (a) The Company may, if the Directors so determine, have a Seal which shall, subject to subsection (c) of this Article 114, only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors in that behalf and every instrument to which the Seal has been affixed shall be signed by one person who shall be either a Director or the Secretary or Secretary-Treasurer or some person appointed by the Directors for the purpose.

(b) The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the Common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

(c) A Director, Secretary or other officer or representative or attorney may without further authority of the Directors affix the Seal of the Company over his signature alone to any document of the Company required to be authenticated by him under Seal or to be filed with the Registrar of companies in the Cayman Islands or elsewhere wheresoever.

OFFICERS

115. The Company may have a president, a secretary or secretary-treasurer appointed by the Directors who may also from time to time appoint such other officers as they consider necessary, all for such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors from time to time prescribe.

DIVIDENDS, DISTRIBUTIONS AND RESERVE

116. Subject to the Statute and these Articles, the Directors may from time to time declare dividends (including interim dividends) and distributions on shares of the Company outstanding and authorize payment of the same out of the funds of the Company lawfully available therefor.

117. The Directors may, before declaring any dividends or distributions, set aside such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the like discretion, be employed in the business of the Company.

118. Each holder of a Preferred Share shall, on a pari passu basis, be entitled to receive non-cumulative dividends at the rate of eight percent (8%) of the applicable Adjusted Issue Price per annum for each Preferred Share to such Preferred Share (As Adjusted), when and if declared by the Board of Directors, payable out of funds or assets when and as such funds or assets become legally available therefore, prior and in preference to any declaration or payment of any dividend on the Ordinary Shares and all other classes of shares of the Company.

No dividend or distribution shall be payable except out of the profits of the Company, realized or unrealized, or out of the share premium account or as otherwise permitted by the Statute.

119. After the preferential dividends relating to the Preferred Shares under Article 118 above have been paid in full or declared and set apart in any fiscal year of the Company, any additional dividends out of funds legally available therefore may be declared in that fiscal year for the Ordinary Shares and, if such additional dividends are declared, then such additional dividends shall be declared pro rata on the Ordinary Shares and Preferred Shares on an as-converted basis.

120. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends or distributions, if dividends or distributions are to be declared on a class of shares they shall be declared and paid according to the amounts paid or credited as paid on the shares of such class outstanding on the record date for such dividend or distribution as determined in accordance with these Articles but no amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this Article as paid on the share.

121. Subject to these Articles, the Directors may declare that any dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures, or debenture stock of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Director may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.

122. Any dividend, distribution, interest or other monies payable in cash in respect of shares may be paid by check or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the holder who is first named on the register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such check or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses, or other monies payable in respect of the share held by them as joint holders.

123. No dividend or distribution shall bear interest against the Company.

CAPITALIZATION

124. Subject to these Articles, the Company may upon the recommendation of the Directors by ordinary resolution authorize the Directors to capitalize any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend and to apply such sum on their behalf in paying up in full unissued shares for allotment and distribution credited as fully paid up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalization, with full power to the Directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorize any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalization and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

BOOKS OF ACCOUNT

125. The Directors shall cause proper books of account to be kept with respect to:

(a) all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place;

(b) all sales and purchases of goods by the Company; and

(c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions. The Company shall cause all books of account to be maintained for a minimum period of five years from the date on which they were prepared.

126. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorized by the Directors or by the Company in general meeting.

127. The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

AUDIT

128. The Board of Directors may at any time appoint or remove an Auditor or Auditors of the Company who shall hold office for a period specified by the Board of Directors, provided that such appointment and/or removal shall be approved in accordance with Article 75 and by the Preferred Directors Majority.

129. Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors.

130. Auditors shall, following their appointment and at any other time during their term of office, upon request of the Directors, make a report on the accounts of the Company in general meeting during their tenure of office.

NOTICES

131. Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by an internationally recognized courier service, fax, electronic mail or similar means to him or to his address as shown in the register of Members, such notice, if mailed, to be forwarded airmail if the address is outside the Cayman Islands.

132. (a) Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a confirmation of delivery, and by two (2) days having passed after the letter containing the same is sent as aforesaid.

(b) Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected on the same day that it has been properly addressed and sent through a transmitting organization, with a reasonable confirmation of delivery (or the next business day if the transmission is not made on a business day and during business hours of the receiving party).

133. A notice may be given by the Company to the joint holders of record of a share by giving the notice to the joint holder first named on the register of Members in respect of the share.

134. A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a share or shares in consequence of the death or bankruptcy of a Member by sending it, subject to Articles 132 and 133, to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

135. Notice of every general meeting shall be given in any manner hereinbefore authorized to:

(a) every person shown as a Member in the register of Members as of the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the register of Members; and

(b) every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other person shall be entitled to receive notices of general meetings.

WINDING UP

136. If the Company shall be wound up, any liquidator must be approved by a Special Resolution subject to Article 74. If the Company shall be wound up, the assets available for distribution shall be distributed in accordance with Article 138, provided that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

137. Reserved.

LIQUIDATION PREFERENCE

138. If a Liquidation Event occurs, whether voluntarily or involuntarily, the proceeds or assets from such Liquidation Event (the "**Proceeds**") available for distribution to Members shall be distributed in the following manner:

(a) First, on a pari passu basis, prior and in preference to any distribution of any Proceeds to the holders of the Series B Shares, the Series A Shares, the Ordinary Shares or any other class of shares of the Company by reason of their ownership thereof, each holder of Series C Shares shall be entitled to receive an amount per share held by such holder equal to the Series C Adjusted Issue Price, in each case plus all declared but unpaid dividends and distributions on each such Preferred Share (collectively, the "**Series C Preference Amount**"). If the Proceeds distributable among the holders of Series C Shares are insufficient to permit the payment for the Series C Preference Amount in full, then the entire Proceeds available for distribution to such holders shall be distributed ratably among the holders of Series C Shares in proportion to the full Series C Preference Amount that each such holder is otherwise entitled to receive under this subsection (a) of Article 138.

(b) Second, after the payment of the Series C Preference Amount has been made pursuant to Article 138(a) in full, each holder of the Series B Shares shall, on a pari passu basis, be entitled to receive, prior and in preference to any distribution of any Proceeds to the holders of the Series A Shares, the Ordinary Shares or any other class of shares of the Company by reason of their ownership thereof, an amount per share held by such holder equal to the sum of the Series B Adjusted Issue Price (As Adjusted, if applicable) plus all declared but unpaid dividends and distributions on each such Preferred Share (collectively, the "**Series B Preference Amount**"). If the Proceeds distributable among the holders of Series B Shares are insufficient to permit the payment for the Series B Preference Amount in full, then the entire Proceeds available for distribution to such holders shall be distributed ratably among the holders of Series B Shares in proportion to the full Series B Preference Amount that each such holder is otherwise entitled to receive under this subsection (b) of Article 138.

(c) Third, after the payment of the Series C Preference Amount and the Series B Preference Amount has been made pursuant to this Article 138(a) and Article 138(b) in full, each holder of the Series A Shares shall, on a pari passu basis, be entitled to receive, prior and in preference to any distribution of any Proceeds to the holders of the Ordinary Shares or any other class of shares (other than Series B Shares) of the Company by reason of their ownership thereof, an amount per share held by such holder equal to the sum of the applicable Series A Adjusted Issue Price (As Adjusted, if applicable) plus all declared but unpaid dividends and distributions on each such Preferred Share (collectively, the "**Series A Preference Amount**"; together with Series C Preference Amount and the Series B Preference Amount, the "**Preference Amount**"). If the Proceeds distributable among the holders of Series A Shares are insufficient to permit the payment for the Series A Preference Amount in full, then the entire Proceeds available for distribution to such holders shall be distributed ratably among the holders of Series A Shares in proportion to the full Series A Preference Amount that each such holder is otherwise entitled to receive under this subsection (c) of Article 138.

(d) After the payment of the Preference Amount has been made pursuant to the Articles 138(a), 138(b), and 138(c), the remaining Proceeds available for distribution to Members shall be distributed pro rata among the holders of Ordinary Shares and the holders of Preferred Shares on an as converted basis.

(e) Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the Members upon any such Liquidation Event shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Company or the acquiring Person. If the amount deemed paid or distributed under this Article 138 is made in property other than in cash, the value of such distribution shall be the fair market value of such property, determined in good faith by the Board. Any securities not subjected to investment letter or similar restrictions on free marketability shall be valued as follows:

(i) If traded on a securities exchange, the value shall be deemed to be the average of the security's closing prices on such exchange over the thirty (30) day period ending one (1) day prior to the distribution;

(ii) If traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the distribution; and

(iii) If there is no active public market, the value shall be the fair market value thereof as determined in good faith by the Board (including the Preferred Directors Majority).

The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in clauses (i), (ii) or (iii) to reflect the fair market value thereof as determined in good faith by the Board of Directors (including the affirmative consents of Preferred Directors Majority), or by a liquidator if one is appointed.

The Preferred Majority shall have the right to challenge any determination by the Board of Directors of fair market value pursuant to this subsection (e) of Article 138, in which case the determination of fair market value shall be made by an independent appraiser selected jointly by the Board of Directors (including the Preferred Directors Majority) and the challenging parties, the cost of such appraisal to be borne equally by the Company and the challenging parties.

The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event shall, with the appropriate approval of the definitive agreements governing such Liquidation Event by the Members as required by Statute and pursuant to Article 74 and Article 75 above, be superseded by the determination of such value set forth in the definitive agreements governing such Liquidation Event.

INDEMNITY

139. To the maximum extent permitted by applicable law, the Directors and officers for the time being of the Company and any trustee for the time being acting in relation to any of the affairs of the Company and their heirs, executors, administrators and personal representatives respectively shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own neglect or willful default respectively and no such Director, officer or trustee shall be answerable for the acts, receipts, neglects or willful defaults of any other Director, officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any banker or other persons with whom any monies or effects belonging to the Company may be lodged or deposited for safe custody or for any insufficiency of any security upon which any monies of the Company may be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office or trust unless the same shall happen through the neglect or willful default of such Director, Officer or trustee.

To the maximum extent permitted by applicable law, the Directors and officers for the time being of the Company and any trustee for the time being acting in relation to any of the affairs of the Company and their heirs, executors, administrators and personal representatives respectively shall not be personally liable to the Company or its Members for monetary damages for breach of their duty in their respective offices, except such (if any) as they shall incur or sustain by or through their own willful neglect or willful default respectively.

FINANCIAL YEAR

140. Unless the Directors otherwise prescribe, the financial year of the Company shall end on December 31 in each year and, following the year of incorporation, shall begin on January 1 in each year.

AMENDMENTS OF ARTICLES

141. Subject to the Statute and the Articles, the Company may at any time and from time to time by Special Resolution alter or amend these Articles in whole or in part.

TRANSFER BY WAY OF CONTINUATION

142. If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute, Articles 74 and 75, and with the approval of (i) a Special Resolution and (ii) the Preferred Majority, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

REDEMPTION RIGHTS

143. At any time after the earlier of the occurrence of the following event: (i) the Company fails to complete a Qualified IPO before September 30th, 2020, (ii) any material adverse change in the regulatory environment that will cause the arrangement under the Control Documents invalid or unenforceable, or (iii) any material breach of the Transaction Documents or any strategic cooperation agreement and related business cooperation agreement entered into by and between any Group Company and Shanghai Yunxin Venture Capital Co., Ltd (上海云鑫创业投资有限公司), by any Group Company, Founder or Founder Holdco, any holder of the then issued and outstanding Preferred Shares (the "**Initiating Holder**"), may give a written notice by hand or letter mail or courier service to the Company at its principal executive offices at any time or from time to time (the "**Initial Redemption Notice**") requesting redemption of all such series of Preferred Shares issued and outstanding (the "**Initiating Series of Shares**") held by such Initiating Holders, in which case the Company shall (1) promptly thereafter provide all of the other holders of Preferred Shares notice (pursuant to Articles 131 through 135) of the Initial Redemption Notice and, (A) for each of the other holders of the Initiating Series of Shares, of its right to participate in such redemption and request the Company to redeem all the Initiating Series of Shares held by it, which right is exercisable by delivering a written notice by hand or letter mail or courier service to the Company at its principal executive offices within fifteen (15) days of the giving of such notice by the Company, and (B) for each of the holders of Preferred Shares other than the Initiating Holder (each a "**Non-Initiating Holder**"), of its right to participate in such redemption and request the Company to redeem all shares of such Non-Initiating Holder held by it, which right is exercisable by delivering a written notice by hand or letter mail or courier service to the Company at its principal executive offices within fifteen (15) days of the giving of such notice by the Company, provided that the Company shall only be obligated to redeem any share held by a Non-Initiating Holder if it has received timely submitted redemption notices; and (2) pay to each holder (each, a "**Redeeming Preferred Shareholder**") of Initiating Series of Shares and other series of Preferred Shares by whom a redemption notice has been timely submitted (each, a "**Redeeming Preferred Share**"), in respect of such Redeeming Preferred Share, an amount (the "**Redemption Price**") equal to the sum of the Adjusted Issue Price, plus an amount accruing thereon daily at a single interest rate of 8% per annum, beginning on the Adjusted Issue Date of such Preferred Share, plus any declared but unpaid dividends on such Share, with each Redemption Price to be paid on a date to be determined at the discretion of the Company, but in any event within sixty (60) days of the date of the Initial Redemption Notice (the "**Redemption Price Payment Date**").

144. If the Company fails to pay on the Redemption Price Payment Date the full Redemption Price in respect of each Redeeming Preferred Share to be redeemed on such date because it has inadequate funds legally available therefor or for any other reason, the funds that are legally available shall nonetheless be paid on a pari passu basis and applied on the Redemption Price Payment Date in a pro-rata manner against each Redeeming Preferred Share in accordance with the relative full amounts owed thereon, and the shortfall shall be paid and applied from time to time out of legally available funds immediately as and when such funds become legally available in a pro-rata manner against each Redeeming Preferred Share in accordance with the relative remaining amounts owed thereon, such that, in any case, the full Redemption Price shall not be deemed to have been paid in respect of any Redeeming Preferred Share and the redemption shall not be deemed to have been consummated in respect of any Redeeming Preferred Share on the Redemption Price Payment Date, and each Redeeming Preferred Shareholder shall remain entitled to all of its rights, including (without limitation) its voting rights, in respect of each Redeeming Preferred Share, and each of the Redeeming Preferred Shares shall remain "outstanding" for the purposes of these Articles, until such time as the Redemption Price in respect of each Redeeming Preferred Share has been paid in full (the "**Redemption Date**") whereupon all such rights shall automatically cease. Any portion of the Redemption Price not paid by the Company in respect of any Redeeming Preferred Share on the Redemption Price Payment Date shall continue to be owed to the holder thereof and shall accrue interest at a compound rate of 8% per annum from the Redemption Price Payment Date, payable in monthly installments for a maximum of twelve (12) months.

145. Once the Company has received an Initial Redemption Notice, it shall not (and shall not permit any Subsidiary to) take any action which could have the effect of delaying, undermining or restricting the redemption, and the Company shall in good faith use all reasonable efforts to increase as expeditiously as possible the amount of legally available redemption funds including without limitation, causing any other Group Company to distribute any and all available funds to the Company for purposes of paying the Redemption Price for all Redeeming Preferred Shares on the Redemption Price Payment Date, and until the date on which each Redeeming Preferred Share is redeemed, the Company shall not declare or pay any dividend not otherwise make any distribution of or otherwise decrease its profits available for distribution.

Exhibit 3.2

Amendment
to
Amended and Restated Memorandum and Articles of Association
of
Qudian Inc.

a Cayman Islands company

Amended by special resolution on February 27, 2017

1. The definition of "Kunlun Director" set forth in Article 1 of the Articles is hereby deleted in its entirety.

2. The definition of "Preferred Directors" set forth in Article 1 of the Articles is hereby deleted in its entirety and replaced by the following:

"**PreferredDirectors**" means the API Director, the Phoenix Director, the BRV Director, and the Source Code Director.

3. The definition of "Preferred Directors Majority" set forth in Article 1 of the Articles is hereby deleted in its entirety and replaced by the following:

"**Preferred Directors Majority**" means three (3) out of the four (4) Preferred Directors.

4. Article 78(a) of the Articles is hereby deleted in its entirety and replaced by the following:

The seven (7) Directors in the Board of the Company shall be elected in the following manner:

(a) Each of API, BRV, Source Code, and Phoenix shall have the right to elect, remove from the office and replace one (1) Director of the Board of Directors (the Director elected by BRV, the "**BRV Director**"; the Director elected by Source Code, the "**Source Code Director**"; the Director elected by Phoenix, the "**Phoenix Director**"; and the director elected by API, the "**API Director**").

(b) The Founder Holdco have the right to elect, remove from the office and replace three (3) Directors of the Board of Directors (the "**Ordinary Directors**"), one of whom shall be the then current chief executive officer of the Company, who shall be entitled to vote for the vacant seats of the Board.

Exhibit 3.3

THE COMPANIES LAW

EXEMPTED COMPANY LIMITED BY SHARES

SECOND AMENDED AND RESTATED

MEMORANDUM OF ASSOCIATION

OF

Qudian Inc.

(Adopted by way of a special resolution passed on 3 May, 2017 and effective immediately prior to the closing of the Company's initial public offering of Class A Ordinary Shares represented by American Depositary Shares on the Designated Stock Exchange)

1. The name of the Company is Qudian Inc.

2. The Registered Office of the Company shall be at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands.

3. Subject to the following provisions of this Memorandum, the objects for which the Company is established are unrestricted and shall include, but without limitation:

   (a) to act and to perform all the functions of a holding company in all its branches and to coordinate the policy and administration of any subsidiary company or companies wherever incorporated or carrying on business or of any group of companies of which the Company or any subsidiary company is a member or which are in any manner controlled directly or indirectly by the Company;

   (b) to act as an investment company and for that purpose to subscribe, acquire, hold, dispose, sell, deal in or trade upon any terms, whether conditionally or absolutely, shares, stock, debentures, debenture stock, annuities, notes, mortgages, bonds, obligations and securities, foreign exchange, foreign currency deposits and commodities, issued or guaranteed by any company wherever incorporated, or by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, by original subscription, tender, purchase, exchange, underwriting, participation in syndicates or in any other manner and whether or not fully paid up, and to meet calls thereon.

4. Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of the Companies Law (Revised).

5. Nothing in this Memorandum shall permit the Company to carry on a business for which a licence is required under the laws of the Cayman Islands unless duly licensed.

6. The Company shall not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this clause shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.

7. The liability of each member is limited to the amount from time to time unpaid on such member's shares.

8. The share capital of the Company is US$80,000 divided into 800,000,000 shares of a par value of US$0.0001 each comprising (a) 656,508,828 Class A Ordinary Shares of a par value of US$0.0001 each, (b) 63,491,172 Class B Ordinary Shares of a par value of US$0.0001 each, and (c) 80,000,000 shares of a par value of US$0.0001 each of such class or classes (however designated) as the Board may determine in accordance with Article 12 of the Articles, with the power for the Company, insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said share capital subject to the provisions of the Companies Law (Revised) and the Articles of Association of the Company and to issue any part of its capital, whether original, redeemed or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions; and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

9. The Company may exercise the power contained in the Companies Law to deregister in the Cayman Islands and be registered by way of continuation in another jurisdiction.

10. Capitalized terms that are not defined in this Memorandum bear the same meanings as those given in the Articles of Association of the Company.

The Companies Law (Revised)
Company Limited by Shares

SECOND AMENDED AND RESTATED

ARTICLES OF ASSOCIATION

OF

Qudian Inc.

(Adopted by way of a special resolution passed on 3 May, 2017 and effective immediately prior to the closing of the Company's initial public offering of Class A Ordinary Shares represented by American Depositary Shares on the Designated Stock Exchange)

INDEX

INTERPRETATION

TABLE A

1. The regulations in Table A in the Schedule to the Companies Law (Revised) do not apply to the Company.

INTERPRETATION

2. (1) In these Articles, unless the context otherwise requires, the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column.

WORD	MEANING
"Affiliate"	with respect to any person, means another person who directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified person. With respect to a natural person, "Affiliate" shall also mean such person's spouse, parents, children and siblings, whether by blood, marriage or adoption or anyone residing in such person's home.
"Audit Committee"	the audit committee of the Company formed by the Board pursuant to Article 121) hereof, or any successor audit committee.
"Auditor"	the independent auditor of the Company which shall be an internationally recognized firm of independent accountants.
"Articles"	these Articles in their present form or as supplemented or amended or substituted from time to time.
"Board" or "Directors"	the board of directors of the Company or the directors present at a meeting of directors of the Company at which a quorum is present.
"capital"	the share capital from time to time of the Company.
"Class A Ordinary Shares"	class A ordinary shares of par value US$0.0001 each of the Company having the rights set out in these Articles.
"Class B Ordinary Shares"	class B ordinary shares of par value US$0.0001 each of the Company having the rights set out in these Articles.

“clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
“clearing house”	a clearing house recognised by the laws of the jurisdiction in which the shares of the Company (or depositary receipts therefor) are listed or quoted on a stock exchange or interdealer quotation system in such jurisdiction.
“Company”	Qudian Inc.
“competent regulatory authority”	a competent regulatory authority in the territory where the shares of the Company (or depositary receipts therefor) are listed or quoted on a stock exchange or interdealer quotation system in such territory.
“Conversion Date”	in respect of a Conversion Notice means the day on which that Conversion Notice is delivered.
“Conversion Notice”	a written notice delivered to the Company at its Office (and as otherwise stated therein) stating that a holder of Class B Ordinary Shares elects to convert the number of Class B Ordinary Shares specified therein pursuant to Article 9.
“Conversion Number”	in relation to any Class B Ordinary Shares, such number of Class A Ordinary Shares as may, upon exercise of the Conversion Right, be issued at the Conversion Rate.
“Conversion Rate”	means, at any time, on a 1 : 1 basis.
“Conversion Right”	in respect of a Class B Ordinary Share means the right of its holder, subject to the provisions of these Articles and to any applicable fiscal or other laws or regulations including the Law, to convert all or any of its Class B Ordinary Shares, into the Conversion Number of Class A Ordinary Shares in its discretion.
“debenture” and “debenture holder”	include debenture stock and debenture stockholder respectively.
“Designated Stock Exchange”	New York Stock Exchange

“dollars” and “$”	dollars, the legal currency of the United States of America.
“Exchange Act”	the Securities Exchange Act of 1934, as amended.
“head office”	such office of the Company as the Directors may from time to time determine to be the principal office of the Company.
“Law”	The Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands.
“Member”	a duly registered holder from time to time of the shares in the capital of the Company.
“month”	a calendar month.
“Notice”	written notice unless otherwise specifically stated and as further defined in these Articles.
“Office”	the registered office of the Company for the time being.
“ordinary resolution”	a resolution shall be an ordinary resolution when it has been (a) passed by a simple majority of votes cast by such Members as, being entitled so to do, vote in person or, in the case of any Member being a corporation, by its duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which not less than ten (10) clear days’ Notice has been duly given; or (b) approved in writing by all of the Members entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Members and the effective date of the resolution so adopted shall be the date on which the instrument, or the last of such instruments if more than one, is executed;
“Ordinary Shares”	Class A Ordinary Shares and Class B Ordinary Shares collectively.
“paid up”	paid up or credited as paid up.
“Register”	the principal register and where applicable, any branch register of Members of the Company to be maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time.

"Registration Office"	in respect of any class of share capital such place as the Board may from time to time determine to keep a branch register of Members in respect of that class of share capital and where (except in cases where the Board otherwise directs) the transfers or other documents of title for such class of share capital are to be lodged for registration and are to be registered.
"SEC"	the United States Securities and Exchange Commission.
"Seal"	common seal or any one or more duplicate seals of the Company (including a securities seal) for use in the Cayman Islands or in any place outside the Cayman Islands.
"Secretary"	any person, firm or corporation appointed by the Board to perform any of the duties of secretary of the Company and includes any assistant, deputy, temporary or acting secretary.
"special resolution"	a resolution shall be a special resolution when it has been (a) passed by a majority of not less than two-thirds of votes cast by such Members as, being entitled so to do, vote in person or, in the case of such Members as are corporations, by their respective duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which not less than ten (10) clear days' Notice, specifying (without prejudice to the power contained in these Articles to amend the same) the intention to propose the resolution as a special resolution, has been duly given, *provided* that, except in the case of an annual general meeting, if it is so agreed by a majority in number of the Members having the right to attend and vote at any such meeting, being a majority together holding not less than ninety-five (95) per cent. in nominal value of the shares giving that right and in the case of an annual general meeting, if it is so agreed by all Members entitled to attend and vote thereat, a resolution may be proposed and passed as a special resolution at a meeting of which less than ten (10) clear days' Notice has been given; a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles or the Statutes.

"Statutes"	the Law and every other law of the Legislature of the Cayman Islands for the time being in force applying to or affecting the Company, its Memorandum of Association and/or these Articles.
"year"	a calendar year.

(2) In these Articles, unless there be something within the subject or context inconsistent with such construction:

(a) words importing the singular include the plural and vice versa;

(b) words importing a gender include both gender and the neuter;

(c) words importing persons include companies, associations and bodies of persons whether corporate or not;

(d) the words:

(i) "may" shall be construed as permissive;

(ii) "shall" or "will" shall be construed as imperative;

(e) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing words or figures in a visible form, and including where the representation takes the form of electronic display, *provided* that both the mode of service of the relevant document or notice and the Member's election comply with all applicable Statutes, rules and regulations;

(f) references to any law, ordinance, statute or statutory provision shall be interpreted as relating to any statutory modification or re-enactment thereof for the time being in force;

(g) save as aforesaid words and expressions defined in the Statutes shall bear the same meanings in these Articles if not inconsistent with the subject in the context;

(h) references to a document being executed include references to it being executed under hand or under seal or by electronic signature or by any other method and references to a notice or document include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not;

(i) Section 8 of the Electronic Transactions Law (2003) of the Cayman Islands, as amended from time to time, shall not apply to these Articles to the extent it imposes obligations or requirements in addition to those set out in these Articles.

SHARE CAPITAL

3. (1) The share capital of the Company at the date on which these Articles come into effect shall be US$80,000 divided into 800,000,000 shares of a par value of US$0.0001 each comprising (a) 656,508,828 Class A Ordinary Shares of a par value of $0.0001 each, (b) 63,491,172 Class B Ordinary Shares of a par value of $0.0001 each, and (c) 80,000,000 shares of a par value of US$0.0001 each of such class or classes (however designated) as the Board may determine in accordance with Article 12.

(2) Subject to the Law, the Company's Memorandum and Articles of Association and, where applicable, the rules of the Designated Stock Exchange and/or any competent regulatory authority, any power of the Company to purchase or otherwise acquire its own shares shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it thinks fit.

(3) No share shall be issued to bearer.

ALTERATION OF CAPITAL

4. (1) The Company may from time to time by ordinary resolution in accordance with the Law alter the conditions of its Memorandum of Association to:

(a) increase its capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe;

(b) consolidate and divide all or any of its capital into shares of larger amount than its existing shares;

(c) without prejudice to the powers of the Board under Article 12, divide its shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares attach thereto respectively any preferential, deferred, qualified or special rights, privileges, conditions or such restrictions which in the absence of any such determination by the Company in general meeting, as the Board may determine *provided* always that, for the avoidance of doubt, where a class of shares has been authorized by the Members no resolution of the Members in general meeting is required for the issuance of shares of that class and the Board may issue shares of that class and determine such rights, privileges, conditions or restrictions attaching thereto as aforesaid, and further *provided* that where the Company issues shares which do not carry voting rights, the words "non-voting" shall appear in the designation of such shares and where the equity capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words "restricted voting" or "limited voting";

(d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the Law), and may by such resolution determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred, deferred or other rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares;

(e) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled or, in the case of shares, without par value, diminish the number of shares into which its capital is divided.

(2) No alteration may be made of the kind contemplated by Article 4(1), or otherwise, to the par value of the Class A Ordinary Shares or the Class B Ordinary Shares unless an identical alteration is made to the par value of the Class B Ordinary Shares or the Class A Ordinary Shares, as the case may be.

5. The Board may settle as it considers expedient any difficulty which arises in relation to any consolidation and division under Article 4 and in particular but without prejudice to the generality of the foregoing may issue certificates in respect of fractions of shares or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale (after deduction of the expenses of such sale) in due proportion amongst the Members who would have been entitled to the fractions, and for this purpose the Board may authorise some persons to transfer the shares representing fractions to their purchaser or resolve that such net proceeds be paid to the Company for the Company's benefit. Such purchaser will not be bound to see to the application of the purchase money nor will his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

6. The Company may from time to time by special resolution, subject to any confirmation or consent required by the Law, reduce its share capital or any capital redemption reserve in any manner permitted by the Law.

7. Except so far as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be treated as if it formed part of the original capital of the Company, and such shares shall be subject to the provisions contained in these Articles with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise.

SHARE RIGHTS

8. (1) Subject to the provisions of the Law, the rules of the Designated Stock Exchange and the Memorandum and Articles of Association and to any special rights conferred on the holders of any shares or class of shares, and without prejudice to Article 12 hereof, any share in the Company (whether forming part of the present capital or not) may be issued with or have attached thereto such rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Board may determine, including without limitation on terms that they may be, or at the option of the Company or the holder are, liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit.

(2) Subject to the Law and the rules of the Designated Stock Exchange, any preferred shares may be issued or converted into shares that, at a designated date or at the option of the Company or the holder if so authorised by its Memorandum of Association, are liable to be redeemed on such terms and in such manner as the Members before the issue or conversion may by ordinary resolution of the Members determine. Where the Company purchases for redemption a redeemable share, purchases not made through the market or by tender shall be limited to a maximum price as may from time to time be determined by the Board, either generally or with regard to specific purchases. If purchases are by tender, tenders shall comply with applicable laws and the rules of the Designated Stock Exchange.

9. Subject to Article 8(1), the Memorandum of Association and any resolution of the Members to the contrary and without prejudice to any special rights conferred thereby on the holders of any other shares or class of shares, the share capital of the Company shall be divided into shares of two classes, Class A Ordinary Shares and Class B Ordinary Shares immediately upon the effectiveness of these Articles. Class A Ordinary Shares and Class B Ordinary Shares shall carry equal rights and rank pari passu with one another other than as set out below.

(a) *As regards conversion*

(i) Subject to the provisions hereof and to compliance with all fiscal and other laws and regulations applicable thereto, including the Law, a holder of Class B Ordinary Shares shall have the Conversion Right in respect of each Class B Ordinary Share. For the avoidance of doubt, a holder of Class A Ordinary Shares shall have no rights to convert Class A Ordinary Shares into Class B Ordinary Shares under any circumstances.

(ii) Each Class B Ordinary Share shall be converted at the option of the holder, at any time after issue and without the payment of any additional sum, into one fully paid Class A Ordinary Share calculated at the Conversion Rate. Such conversion shall take effect on the Conversion Date. A Conversion Notice shall not be effective if it is not accompanied by the share certificates in respect of the relevant Class B Ordinary Shares and such other evidence (if any) as the Directors may reasonably require to prove the title of the person exercising such right (or, if such certificates have been lost or destroyed, such evidence of title and such indemnity as the Directors may reasonably require). Any and all taxes and stamp, issue and registration duties (if any) arising on conversion shall be borne by the holder of Class B Ordinary Shares requesting conversion.

(iii) On the Conversion Date, every Class B Ordinary Share to be converted shall automatically be re-designated and re-classified as a Class A Ordinary Share with such rights and restrictions attached thereto and shall rank pari passu in all respects with the Class A Ordinary Shares then in issue and the Company shall enter or procure the entry of the name of the relevant holder of Class B Ordinary Shares as the holder of the same number of Class A Ordinary Shares resulting from the conversion of the Class B Ordinary Shares in, and make any other necessary and consequential changes to, the Register of Members and shall procure that certificates in respect of the relevant Class A Ordinary Shares, together with a new certificate for any unconverted Class B Ordinary Shares comprised in the certificate(s) surrendered by the holder of the Class B Ordinary Shares, are issued to the holders thereof.

(iv) Until such time as the Class B Ordinary Shares have been converted into Class A Ordinary Shares, the Company shall:

(1) at all times keep available for issue and free of all liens, charges, options, mortgages, pledges, claims, equities, encumbrances and other third-party rights of any nature, and not subject to any pre-emptive rights out of its authorised but unissued share capital, such number of authorised but unissued Class A Ordinary Shares as would enable all Class B Ordinary Shares to be converted into Class A Ordinary Shares and any other rights of conversion into, subscription for or exchange into Class A Ordinary Shares to be satisfied in full; and

(2) not make any issue, grant or distribution or take any other action if the effect would be that on the conversion of the Class B Ordinary Shares to Class A Ordinary Shares it would be required to issue Class A Ordinary Shares at a price lower than the par value thereof.

(b) *As regards Voting Rights*

Holders of Ordinary Shares have the right to receive notice of, attend, speak and vote at general meetings of the Company. Holders of shares of Class A Ordinary Shares and Class B Ordinary Shares shall, at all times, vote together as one class on all matters submitted to a vote for Members' consent. Each Class A Ordinary Share shall be entitled to one (1) vote on all matters subject to the vote at general meetings of the Company, and each Class B Ordinary Share shall be entitled to ten (10) votes on all matters subject to the vote at general meetings of the Company.

(c) *As regards Transfer*

Upon any sale, transfer, assignment or disposition of Class B Ordinary Shares by a holder thereof to any person or entity which is not an Affiliate of such holder, such Class B Ordinary Shares validly transferred to the new holder shall be automatically and immediately converted into an equal number of Class A Ordinary Shares.

For the avoidance of doubt, (i) a sale, transfer, assignment or disposition shall be effective upon the Company's registration of such sale, transfer, assignment or disposition in the Company's Register of Members; and (ii) the creation of any pledge, charge, encumbrance or other third party right of whatever description on any of Class B Ordinary Shares to secure a holder's contractual or legal obligations shall not be deemed as a sale, transfer, assignment or disposition unless and until any such pledge, charge, encumbrance or other third party right is enforced and results in the third party holding legal title to the related Class B Ordinary Shares, in which case all the related Class B Ordinary Shares shall be automatically converted into the same number of Class A Ordinary Shares upon the Company's registration of the third party or its designee as a Member holding that number of Class A Ordinary Shares in the Register of Members.

VARIATION OF RIGHTS

10. Subject to the Law and without prejudice to Article 8, all or any of the special rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up) be varied, modified or abrogated with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company shall, *mutatis mutandis*, apply, but so that:

(a) separate general meetings of the holders of a class or series of shares may be called only by (i) the Chairman of the Board, or (ii) a majority of the Board (unless otherwise specifically provided by the terms of issue of the shares of such class or series). Nothing in this Article 10 shall be deemed to give any Member or Members the right to call a class or series meeting;

(b) the necessary quorum (whether at a separate general meeting or at its adjourned meeting) shall be a person or persons (or in the case of a Member being a corporation, its duly authorized representative) together holding or representing by proxy not less than one-third of the voting power of the issued shares of that class;

(c) every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him; and

(d) any holder of shares of the class present in person or by proxy or authorised representative may demand a poll.

11. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be varied, modified or abrogated by the creation or issue of further shares ranking *pari passu* therewith.

SHARES

12. (1) Subject to the Law, these Articles and, where applicable, the rules of the Designated Stock Exchange and without prejudice to any special rights or restrictions for the time being attached to any shares or any class of shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may in its absolute discretion determine but so that no shares shall be issued at a discount to par value. In particular and without prejudice to the generality of the foregoing, the Board is hereby empowered to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of preferred shares and to fix the designations, powers, preferences and relative, participating, optional and other rights, if any, and the qualifications, limitations and restrictions thereof, if any, including, without limitation, the number of shares constituting each such class or series, dividend rights, conversion rights, redemption privileges, voting powers, full or limited or no voting powers, and liquidation preferences, and to increase or decrease the size of any such class or series (but not below the number of shares of any class or series of preferred shares then outstanding) to the extent permitted by the Law. Without limiting the generality of the foregoing, the resolution or resolutions providing for the establishment of any class or series of preferred shares may, to the extent permitted by the Law, provide that such class or series shall be superior to, rank equally with or be junior to the preferred shares of any other class or series.

(2) Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to Members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable. Members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of members for any purpose whatsoever. Except as otherwise expressly provided in the resolution or resolutions providing for the establishment of any class or series of preferred shares, no vote of the holders of preferred shares or ordinary shares shall be a prerequisite to the issuance of any shares of any class or series of the preferred shares authorized by and complying with the conditions of the Memorandum and Articles of Association.

(3) The Board may issue options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of shares or securities in the capital of the Company on such terms as it may from time to time determine.

13. The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Law. Subject to the Law, the commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one and partly in the other.

14. Except as required by the Law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any fractional part of a share or (except only as otherwise provided by these Articles or by the Law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

15. Subject to the Law and these Articles, the Board may at any time after the allotment of shares but before any person has been entered in the Register as the Member, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Board considers fit to impose.

SHARE CERTIFICATES

16. A share certificate may be issued under the Seal or a facsimile thereof and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and the amount paid up thereon and may otherwise be in such form as the Board may from time to time determine. No certificate shall be issued representing shares of more than one class. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates (or certificates in respect of other securities) need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon.

17. (1) In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.

(2) Where a share stands in the names of two or more persons, the person first named in the Register shall as regards service of notices and, subject to the provisions of these Articles, all or any other matters connected with the Company, except the transfer of the shares, be deemed the sole holder thereof.

18. Every person whose name is entered, upon an allotment of shares, as a Member in the Register shall be entitled, without payment, to receive one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the payment of such reasonable out-of-pocket expenses as the Board from time to time determines, provided however, the Company is not obligated to issue a share certificate to a Members unless the Member requests it from the Company..

19. Upon request by a Member, a share certificates shall be issued within the relevant time limit as prescribed by the Law or as the Designated Stock Exchange may from time to time determine, whichever is the shorter, after allotment or, except in the case of a transfer which the Company is for the time being entitled to refuse to register and does not register, after lodgment of a transfer with the Company.

20. (1) Upon every transfer of shares the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate may be issued to the transferee in respect of the shares transferred to him at such fee as is provided in paragraph (2) of this Article 20. If any of the shares included in the certificate so given up shall be retained by the transferor a new certificate for the balance may be issued to him at the aforesaid fee payable by the transferor to the Company in respect thereof.

(2) The fee referred to in paragraph (1) above shall be an amount not exceeding the relevant maximum amount as the Designated Stock Exchange may from time to time determine *provided* that the Board may at any time determine a lower amount for such fee.

21. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares may be issued to the relevant Member upon request and on payment of such fee as the Board may determine and, subject to compliance with such terms (if any) as to evidence and indemnity and to payment of the costs and reasonable out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of damage or defacement, on delivery of the old certificate to the Company *provided* always that where share warrants have been issued, no new share warrant shall be issued to replace one that has been lost unless the Board has determined that the original has been destroyed.

LIEN

22. The Company shall have a first and paramount lien on every share that is not a fully paid share, for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on every share that is not a fully paid share registered in the name of a Member (whether or not jointly with other Members) for all amounts of money presently payable by such Member or his estate to the Company whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member, and whether the payment or discharge of the same shall have actually become due or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member of the Company or not. The Company's lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The Board may at any time, generally or in any particular case, waive any lien that has arisen or declare any share exempt in whole or in part, from the provisions of this Article 22.

23. Subject to these Articles, the Company may sell in such manner as the Board determines any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged nor until the expiration of fourteen (14) clear days after a Notice, stating and demanding payment of the sum presently payable, or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving notice of the intention to sell in default, has been served on the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

24. The net proceeds of the sale shall be received by the Company and applied in or towards payment or discharge of the debt or liability in respect of which the lien exists, so far as the same is presently payable, and any residue shall, subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale, be paid to the person entitled to the share at the time of the sale. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares so transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

CALLS ON SHARES

25. Subject to these Articles and to the terms of allotment, the Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium), and each Member shall (subject to being given at least fourteen (14) clear days' Notice specifying the time and place of payment) pay to the Company as required by such notice the amount called on his shares. A call may be extended, postponed or revoked in whole or in part as the Board determines but no Member shall be entitled to any such extension, postponement or revocation except as a matter of grace and favour.

26. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable either in one lump sum or by instalments.

27. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments due in respect thereof or other moneys due in respect thereof.

28. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the amount unpaid from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board may determine, but the Board may in its absolute discretion waive payment of such interest in whole or in part.

29. No Member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another Member) at any general meeting either personally or by proxy, or be reckoned in a quorum, or exercise any other privilege as a Member until all calls or instalments due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.

30. On the trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Member sued, in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

31. Any amount payable in respect of a share upon allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and payable on the date fixed for payment and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

32. On the issue of shares the Board may differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

33. The Board may, if it thinks fit, receive from any Member willing to advance the same, and either in money or money's worth, all or any part of the moneys uncalled and unpaid or instalments payable upon any shares held by him and upon all or any of the moneys so advanced (until the same would, but for such advance, become presently payable) pay interest at such rate (if any) as the Board may decide. The Board may at any time repay the amount so advanced upon giving to such Member not less than one month's Notice of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. Such payment in advance shall not entitle the holder of such share or shares to participate in respect thereof in a dividend subsequently declared.

FORFEITURE OF SHARES

34. (1) If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due not less than fourteen (14) clear days' Notice:

(a) requiring payment of the amount unpaid together with any interest which may have accrued and which may still accrue up to the date of actual payment; and

(b) stating that if the Notice is not complied with the shares on which the call was made will be liable to be forfeited.

(2) If the requirements of any such notice are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect, and such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share but not actually paid before the forfeiture.

35. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share. No forfeiture shall be invalidated by any omission or neglect to give such notice.

36. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture will include surrender.

37. Any share so forfeited shall be deemed the property of the Company and may be sold, re-allotted or otherwise disposed of to such person, upon such terms and in such manner as the Board determines, and at any time before a sale, re-allotment or disposition the forfeiture may be annulled by the Board on such terms as the Board determines.

38. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but nevertheless shall remain liable to pay the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares, with, if the Board shall in its discretion so requires, interest thereon from the date of forfeiture until payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board determines. The Board may enforce payment thereof if it thinks fit, and without any deduction or allowance for the value of the forfeited shares, at the date of forfeiture, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares. For the purposes of this Article 38 any sum which, by the terms of issue of a share, is payable thereon at a fixed time which is subsequent to the date of forfeiture, whether on account of the nominal value of the share or by way of premium, shall notwithstanding that time has not yet arrived be deemed to be payable at the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment.

39. A declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration shall (subject to the execution of an instrument of transfer by the Company if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, sale or disposal of the share. When any share shall have been forfeited, notice of the declaration shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or make any such entry.

40. Notwithstanding any such forfeiture as aforesaid the Board may at any time, before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, permit the shares forfeited to be bought back upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as it thinks fit.

41. The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon.

42. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

REGISTER OF MEMBERS

43. (1) The Company shall keep in one or more books a Register of its Members and shall enter therein the following particulars, that is to say:

(a) the name and address of each Member, the number and class of shares held by him and the amount paid or agreed to be considered as paid on such shares;

(b) the date on which each person was entered in the Register; and

(c) the date on which any person ceased to be a Member.

(2) The Company may keep an overseas or local or other branch register of Members resident in any place, and the Board may make and vary such regulations as it determines in respect of the keeping of any such register and maintaining a Registration Office in connection therewith.

44. The Register and branch register of Members, as the case may be, shall be open to inspection for such times and on such days as the Board shall determine by Members without charge or by any other person, upon a maximum payment of $2.50 or such other sum specified by the Board, at the Office or Registration Office or such other place at which the Register is kept in accordance with the Law. The Register including any overseas or local or other branch register of Members may, after compliance with any notice requirement of the Designated Stock Exchange, be closed at such times or for such periods not exceeding in the whole thirty (30) days in each year as the Board may determine and either generally or in respect of any class of shares.

RECORD DATES

45. For the purpose of determining the Members entitled to notice of or to vote at any general meeting, or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board may fix, in advance, a date as the record date for any such determination of the Members, which date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other such action.

    If the Board does not fix a record date for any general meeting, the record date for determining the Members entitled to a notice of or to vote at such meeting shall be at the close of business on the day next preceding the day on which notice is given, or, if in accordance with these Articles notice is waived, at the close of business on the day next preceding the day on which the meeting is held. The record date for determining the Members for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

    A determination of the Members of record entitled to notice of or to vote at a meeting of the Members shall apply to any adjournment of the meeting; *provided*, *however*, that the Board may fix a new record date for the adjourned meeting.

TRANSFER OF SHARES

46. Subject to these Articles, including, without limitation, in the case of Class B Ordinary Shares, any Member may transfer all or any of his shares by an instrument of transfer in the usual or common form or in a form prescribed by the Designated Stock Exchange or in any other form approved by the Board and may be under hand or, if the transferor or transferee is a clearing house or a central depository house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution as the Board may approve from time to time.

47. The instrument of transfer shall be executed by or on behalf of the transferor and the transferee *provided* that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. Without prejudice to Article 46, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.

48. (1) The Board may, in its absolute discretion, and without giving any reason therefor, refuse to register a transfer of any share that is not a fully paid up share to a person of whom it does not approve, or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also, without prejudice to the foregoing generality, refuse to register a transfer of any share to more than four joint holders or a transfer of any share that is not a fully paid up share on which the Company has a lien.

(2) The Board in so far as permitted by any applicable law may, in its absolute discretion, at any time and from time to time transfer any share upon the Register to any branch register or any share on any branch register to the Register or any other branch register. In the event of any such transfer, the Member requesting such transfer shall bear the cost of effecting the transfer unless the Board otherwise determines.

(3) Unless the Board otherwise agrees (which agreement may be on such terms and subject to such conditions as the Board in its absolute discretion may from time to time determine, and which agreement the Board shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Register or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant Registration Office, and, in the case of any shares on the Register, at the Office or such other place at which the Register is kept in accordance with the Law.

49. Without limiting the generality of Article 48, the Board may decline to recognise any instrument of transfer unless:-

(a) a fee of such maximum sum as the Designated Stock Exchange may determine to be payable or such lesser sum as the Board may from time to time require is paid to the Company in respect thereof;

(b) the instrument of transfer is in respect of only one class of share;

(c) the instrument of transfer is lodged at the Office or such other place at which the Register is kept in accordance with the Law or the Registration Office (as the case may be) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and

(d) if applicable, the instrument of transfer is duly and properly stamped.

50. If the Board refuses to register a transfer of any share, it shall, within three months after the date on which the transfer was lodged with the Company, send to each of the transferor and transferee notice of the refusal.

51. The registration of transfers of shares or of any class of shares may, after compliance with any notice requirement of the Designated Stock Exchange, be suspended at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as the Board may determine.

TRANSMISSION OF SHARES

52. If a Member dies, the survivor or survivors where the deceased was a joint holder, and his legal personal representatives where he was a sole or only surviving holder, will be the only persons recognised by the Company as having any title to his interest in the shares; but nothing in this Article will release the estate of a deceased Member (whether sole or joint) from any liability in respect of any share which had been solely or jointly held by him.

53. Any person becoming entitled to a share in consequence of the death or bankruptcy or winding-up of a Member may, upon such evidence as to his title being produced as may be required by the Board, elect either to become the holder of the share or to have some person nominated by him registered as the transferee thereof. If he elects to become the holder he shall notify the Company in writing either at the Registration Office or the Office, as the case may be, to that effect. If he elects to have another person registered he shall execute a transfer of the share in favour of that person. The provisions of these Articles relating to the transfer and registration of transfers of shares shall apply to such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by such Member.

54. A person becoming entitled to a share by reason of the death or bankruptcy or winding-up of a Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Article 75(2) being met, such a person may vote at meetings.

UNTRACEABLE MEMBERS

55. (1) Without prejudice to the rights of the Company under paragraph (2) of this Article 55, the Company may cease sending cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise the power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.

(2) The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a Member who is untraceable, but no such sale shall be made unless:

(a) all cheques or warrants in respect of dividends of the shares in question, being not less than three in total number, for any sum payable in cash to the holder of such shares sent during the relevant period in the manner authorised by these Articles have remained uncashed;

(b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the Member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law; and

(c) the Company, if so required by the rules governing the listing of shares on the Designated Stock Exchange, has given notice to, and caused advertisement in newspapers to be made in accordance with the requirements of the Designated Stock Exchange of its intention to sell such shares in the manner required by the Designated Stock Exchange, and a period of three months or such shorter period as may be allowed by the Designated Stock Exchange has elapsed since the date of such advertisement.

For the purpose of the foregoing, the "relevant period" means the period commencing twelve (12) years before the date of publication of the advertisement referred to in paragraph (c) of this Article and ending at the expiry of the period referred to in that paragraph.

(3) To give effect to any such sale the Board may authorise some person to transfer the said shares and an instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it had been executed by the registered holder or the person entitled by transmission to such shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale will belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former Member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any money earned from the net proceeds which may be employed in the business of the Company or as it thinks fit. Any sale under this Article 55 shall be valid and effective notwithstanding that the Member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

GENERAL MEETINGS

56. The Company may hold an annual general meeting and shall specify the meeting as such in the notices calling it. An annual general meeting of the Company shall be held at such time and place as may be determined by the Board.

57. Each general meeting, other than an annual general meeting, shall be called an extraordinary general meeting. General meetings may be held at such times and in any location in the world as may be determined by the Board.

58. A majority of the Board or the Chairman of the Board may call extraordinary general meetings, which extraordinary general meetings shall be held at such times and locations (as permitted hereby) as such person or persons shall determine.

NOTICE OF GENERAL MEETINGS

59. (1) An annual general meeting and any extraordinary general meeting may be called by not less than ten (10) clear days' Notice but a general meeting may be called by shorter notice, subject to the Law, if it is so agreed:

(a) in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat; and

(b) in the case of any other meeting, by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent. (95%) in nominal value of the issued shares giving that right.

(2) The notice shall specify the time and place of the meeting and the general nature of the business. The notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Members other than to such Members as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, to all persons entitled to a share in consequence of the death or bankruptcy or winding-up of a Member and to each of the Directors.

60. The accidental omission to give Notice of a meeting or (in cases where instruments of proxy are sent out with the notice) to send such instrument of proxy to, or the non-receipt of such notice or such instrument of proxy by, any person entitled to receive such notice shall not invalidate any resolution passed or the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

61. No business other than the appointment of a chairman of a meeting shall be transacted at any general meeting unless a quorum is present at the commencement of the business. At any general meeting of the Company, one or more Members entitled to vote and present in person or by proxy or (in the case of a Member being a corporation) by its duly authorised representative representing not less than one-third of all voting power of the Company's share capital in issue throughout the meeting shall form a quorum for all purposes.

62. If within thirty (30) minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall be dissolved.

63. The Chairman of the Board shall preside as chairman at every general meeting. If at any meeting the chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, or is not willing to act as chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the chairman chosen shall retire from the chair, the Members present in person or by proxy and entitled to vote shall elect one of their members to be chairman.

64. The chairman may adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' notice of the adjourned meeting shall be given specifying the time and place of the adjourned meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall be unnecessary to give notice of an adjournment.

65. If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

NO ACTION BY WRITTEN RESOLUTIONS OF MEMBERS

65A. Any action required or permitted to be taken at any annual or extraordinary general meetings of the Company may be taken only upon the vote of the Members at an annual or extraordinary general meeting duly noticed and convened in accordance with these Articles and the Law and may not be taken by written resolution of Members without a meeting.

VOTING

66. (1) Holders of Ordinary Shares have the right to receive notice of, attend, speak and vote at general meetings of the Company. Except as required by applicable law and subject to these Articles, holders of Class A Ordinary Shares and Class B Ordinary Shares shall at all times vote together as one class on all matters submitted to a vote of the Shareholders.

(2) Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Articles, at any general meeting on a show of hands:

(a) every Member holding Class A Ordinary Shares present in person (or being a corporation, is present by a duly authorised representative), or by proxy shall have one vote for every fully paid Class A Ordinary Share of which he is the holder and on a poll every Member present in person or by proxy or, in the case of a Member being a corporation, by its duly authorised representative shall have one vote for every fully paid Class A Ordinary Share of which he is the holder; and

(b) every Member holding Class B Ordinary Shares present in person (or being a corporation, is present by a duly authorised representative), or by proxy shall have 10 votes for every fully paid Class B Ordinary Share of which he is the holder and on a poll every Member present in person or by proxy or, in the case of a Member being a corporation, by its duly authorised representative shall have 10 votes for every fully paid Class B Ordinary Share of which he is the holder.

(3) No amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share.

(4) Notwithstanding anything contained in these Articles, where more than one proxy is appointed by a Member which is a clearing house or a central depository house (or its nominee(s)), each such proxy shall have one vote on a show of hands. A resolution put to the vote of a meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by the chairman of such meeting or by any one or more Members who together hold not less than ten percent (10%) in nominal value of the total issued voting shares in the Company, present in person or in the case of a Member being a corporation by its duly authorised representative or by proxy for the time being entitled to vote at the meeting. A demand by a person as proxy for a Member or in the case of a Member being a corporation by its duly authorised representative shall be deemed to be the same as a demand by a Member.

67. Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect made in the minute book of the Company, shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded for or against the resolution.

68. If a poll is duly demanded the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. There shall be no requirement for the chairman to disclose the voting figures on a poll.

69. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken in such manner (including the use of ballot or voting papers or tickets) either forthwith or at such time (being not later than thirty (30) days after the date of the demand) and place as the chairman directs. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll not taken immediately.

70. The demand for a poll shall not prevent the continuance of a meeting or the transaction of any business other than the question on which the poll has been demanded, and, with the consent of the chairman, it may be withdrawn at any time before the close of the meeting or the taking of the poll, whichever is the earlier.

71. On a poll votes may be given either personally or by proxy.

72. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.

73. All questions submitted to a meeting shall be decided by a simple majority of votes cast by such Members as, being entitled to do so, vote in person or, by proxy or, in the case of a Member being a corporation, by its duly authorised representative except where a greater majority is required by these Articles or by the Law. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of such meeting shall be entitled to a second or casting vote in addition to any other vote he may have.

74. Where there are joint holders of any share any one of such joint holder may vote, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at any meeting the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding. Several executors or administrators of a deceased Member in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.

75. (1)A Member who is a patient for any purpose relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his receiver, committee, curator bonis or other person in the nature of a receiver, committee or curator bonis appointed by such court, and such receiver, committee, curator bonis or other person may vote on a poll by proxy, and may otherwise act and be treated as if he were the registered holder of such shares for the purposes of general meetings, *provided* that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office, head office or Registration Office, as appropriate, not less than forty-eight (48) hours before the time appointed for holding the meeting, or adjourned meeting or poll, as the case may be.

(2) Any person entitled under Article 53 to be registered as the holder of any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, *provided* that forty-eight (48) hours at least before the time of the holding of the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his entitlement to such shares, or the Board shall have previously admitted his right to vote at such meeting in respect thereof.

76. No Member shall, unless the Board otherwise determines, be entitled to attend and vote and to be reckoned in a quorum at any general meeting unless he is duly registered and all calls or other sums presently payable by him in respect of shares in the Company have been paid.

77. If:

(a) any objection shall be raised to the qualification of any voter; or

(b) any votes have been counted which ought not to have been counted or which might have been rejected; or

(c) any votes are not counted which ought to have been counted;

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

PROXIES

78. Any Member entitled to attend and vote at a general meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. A Member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a Member. In addition, a proxy or proxies representing either a Member who is an individual or a Member which is a corporation shall be entitled to exercise the same powers on behalf of the Member which he or they represent as such Member could exercise.

79. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.

80. The instrument appointing a proxy and, if required by the Board, the power of attorney or other authority, if any, under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places, if any, as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting or, if no place is so specified at the Registration Office or the Office, as may be appropriate, not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than twenty-four (24) hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.

81. Instruments of proxy shall be in any common form or in such other form as the Board may approve (*provided* that this shall not preclude the use of the two-way form) and the Board may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

82. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, *provided* that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office or the Registration Office (or such other place as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) two (2) hours at least before the commencement of the meeting or adjourned meeting, or the taking of the poll, at which the instrument of proxy is used.

83. Anything which under these Articles a Member may do by proxy he may likewise do by his duly appointed attorney and the provisions of these Articles relating to proxies and instruments appointing proxies shall apply *mutatis mutandis* in relation to any such attorney and the instrument under which such attorney is appointed.

CORPORATIONS ACTING BY REPRESENTATIVES

84. (1) Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.

(2) If a clearing house (or its nominee(s)) or a central depository entity, being a corporation, is a Member, it may authorise such persons as it thinks fit to act as its representatives at any meeting of the Company or at any meeting of any class of Members *provided* that the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the clearing house or central depository entity (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house or a central depository entity (or its nominee(s)) including the right to vote individually on a show of hands.

(3) Any reference in these Articles to a duly authorised representative of a Member being a corporation shall mean a representative authorised under the provisions of this Article.

BOARD OF DIRECTORS

85. (1) Unless otherwise determined by the Members in general meeting, the number of Directors shall not be less than three (3). There shall be no maximum number of Directors unless otherwise determined from time to time by the Members in general meeting. The Directors shall be elected or appointed in the first place by the subscribers to the Memorandum of Association or by a majority of them and shall hold office until their successors are elected or appointed or their office is otherwise vacated.

(2) Subject to the Articles and the Law, the Members may by ordinary resolution elect any person to be a Director either to fill a casual vacancy or as an addition to the existing Board.

(3) The Directors shall 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.

(4) No Director shall be required to hold any shares of the Company by way of qualification and a Director who is not a Member shall be entitled to receive notice of and to attend and speak at any general meeting of the Company and of all classes of shares of the Company. Each Director shall hold office until the expiration of his term, or his resignation from the Board, or until his successor shall have been elected and qualified.

(5) Subject to any provision to the contrary in these Articles, a Director may be removed by way of an ordinary resolution of the Members at any time before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim for damages under any such agreement).

(6) A vacancy on the Board created by the removal of a Director under the provisions of subparagraph (5) above may be filled by the election or appointment by ordinary resolution of the Members at the meeting at which such Director is removed or by the affirmative vote of a simple majority of the remaining Directors present and voting at a Board meeting.

(7) The Members may from time to time in general meeting by ordinary resolution increase or reduce the number of Directors but so that the number of Directors shall never be less than three (3).

DISQUALIFICATION OF DIRECTORS

86. Theoffice of a Director shall be vacated if the Director:

(1) resigns his office by Notice delivered to the Company at the Office or tendered at a meeting of the Board;

(2) becomes of unsound mind or dies;

(3) without special leave of absence from the Board, is absent from meetings of the Board for six consecutive times and the Board resolves that his office be vacated; or

(4) becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors;

(5) is prohibited by law from being a Director; or

(6) ceases to be a Director by virtue of any provision of the Statutes or is removed from office pursuant to these Articles.

EXECUTIVE DIRECTORS

87. The Board may from time to time appoint any one or more of its body to be a managing director, joint managing director or deputy managing director or to hold any other employment or executive office with the Company for such period (subject to their continuance as Directors) and upon such terms as the Board may determine and the Board may revoke or terminate any of such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director. A Director appointed to an office under this Article 87 shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to hold such office if he shall cease to hold the office of Director for any cause.

88. Notwithstanding Articles 93, 94, 95 and 96, an executive director appointed to an office under Article 87 hereof shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise or by all or any of those modes) and such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time determine, and either in addition to or in lieu of his remuneration as a Director.

ALTERNATE DIRECTORS

89. Any Director may at any time by Notice delivered to the Office or head office or at a meeting of the Directors appoint any person (including another Director) to be his alternate Director. Any person so appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative *provided* that such person shall not be counted more than once in determining whether or not a quorum is present. An alternate Director may be removed at any time by the body which appointed him and, subject thereto, the office of alternate Director shall continue until the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointer ceases for any reason to be a Director. Any appointment or removal of an alternate Director shall be effected by Notice signed by the appointor and delivered to the Office or head office or tendered at a meeting of the Board. An alternate Director may also be a Director in his own right and may act as alternate to more than one Director. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director save that as an alternate for more than one Director his voting rights shall be cumulative.

90. An alternate Director shall only be a Director for the purposes of the Law and shall only be subject to the provisions of the Law insofar as they relate to the duties and obligations of a Director when performing the functions of the Director for whom he is appointed in the alternative and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by Notice to the Company from time to time direct.

91. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). If his appointor is for the time being not available or unable to act, the signature of an alternate Director to any resolution in writing of the Board or a committee of the Board of which his appointor is a member shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.

92. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, however, such alternate Director or any other person may be re-appointed by the Directors to serve as an alternate Director *provided* always that, if at any meeting any Director retires but is re-elected at the same meeting, any appointment of such alternate Director pursuant to these Articles which was in force immediately before his retirement shall remain in force as though he had not retired.

DIRECTORS' FEES AND EXPENSES

93. The Directors shall receive such remuneration as the Board may from time to time determine.

94. Each Director shall be entitled to be repaid or prepaid all travelling, hotel and incidental expenses reasonably incurred or expected to be incurred by him in attending meetings of the Board or committees of the Board or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director.

95. Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Article.

96. The Board shall determine any payment to any Director or past Director of the Company by way of compensation for loss of office, or as consideration for or in connection with his retirement from office (not being payment to which the Director is contractually entitled).

DIRECTORS' INTERESTS

97. A Director may:

(a) hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine. Any remuneration (whether by way of salary, commission, participation in profits or otherwise) paid to any Director in respect of any such other office or place of profit shall be in addition to any remuneration provided for by or pursuant to any other Article;

(b) act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm may be remunerated for professional services as if he were not a Director;

(c) continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and, unless otherwise agreed, no such Director shall be accountable for any remuneration, profits or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of or from his interests in any such other company. Subject as otherwise provided by these Articles the Directors may exercise or cause to be exercised the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as Directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) or voting or providing for the payment of remuneration to the director, managing director, joint managing director, deputy managing director, executive director, manager or other officers of such other company and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such other company, and that as such he is or may become interested in the exercise of such voting rights in manner aforesaid.

Notwithstanding the foregoing, no "Independent Director" as defined in the rules of the Designated Stock Exchange or in Rule 10A-3 under the Exchange Act, and with respect of whom the Board has determined constitutes an "Independent Director" for purposes of compliance with applicable law or the rules of the Designated Stock Exchange, shall take any of the foregoing actions or any other action that would reasonably be likely to affect such Director's status as an "Independent Director" of the Company without the consent of the Audit Committee.

98. Subject to the Law and to these Articles, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established *provided* that such Director shall disclose the nature of his interest in any contract or arrangement in which he is interested in accordance with Article 99 herein. Any such transaction that would reasonably be likely to affect a Director's status as an "Independent Director", or that would constitute a "related party transaction" as defined under applicable law or the rules of the Designated Stock Exchange, shall require the approval of the Audit Committee.

99. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general Notice to the Board by a Director to the effect that:

(a) he is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with that company or firm; or

(b) he is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with a specified person who is connected with him;

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract or arrangement, *provided* that no such notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

100. Following a declaration being made pursuant to the last preceding two Articles, subject to any separate requirement for Audit Committee approval under applicable law or the listing rules of the Company's Designated Stock Exchange, and unless disqualified by the chairman of the relevant Board meeting, a Director may vote in respect of any contract or proposed contract or arrangement in which such Director is interested and may be counted in the quorum at such meeting.

GENERAL POWERS OF THE DIRECTORS

101. (1) The business of the Company shall be managed and conducted by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Statutes or by these Articles required to be exercised by the Members in a general meeting, subject nevertheless to the provisions of the Statutes and of these Articles and to such regulations being not inconsistent with such provisions, as may be prescribed by the Members in a general meeting, but no regulations made by the Members in a general meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

(2) Any person contracting or dealing with the Company in the ordinary course of business shall be entitled to rely on any written or oral contract or agreement or deed, document or instrument entered into or executed as the case may be by any two of the Directors acting jointly on behalf of the Company and the same shall be deemed to be validly entered into or executed by the Company as the case may be and shall, subject to any rule of law, be binding on the Company.

(3) Without prejudice to the general powers conferred by these Articles it is hereby expressly declared that the Board shall have the following powers:

(a) To give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share at par or at such premium as may be agreed.

(b) To give to any Directors, officers or employees of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration.

(c) To resolve that the Company be deregistered in the Cayman Islands and continued in a named jurisdiction outside the Cayman Islands subject to the provisions of the Law.

102. The Board may establish any regional or local boards or agencies for managing any of the affairs of the Company in any place, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration (either by way of salary or by commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes) and pay the working expenses of any staff employed by them upon the business of the Company. The Board may delegate to any regional or local board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board (other than its powers to make calls and forfeit shares), with power to sub-delegate, and may authorise the members of any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person appointed as aforesaid, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.

103. The Board may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. Such attorney or attorneys may, if so authorised under the Seal of the Company, execute any deed or instrument under their personal seal with the same effect as the affixation of the Company's Seal.

104. The Board may entrust to and confer upon a managing director, joint managing director, deputy managing director, an executive director or any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.

105. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine. The Company's banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine.

106. (1) The Board may establish or concur or join with other companies (being subsidiary companies of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the following paragraph shall include any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any of its subsidiary companies) and ex-employees of the Company and their dependants or any class or classes of such person.

(2) The Board may pay, enter into agreements to pay or make grants of revocable or irrevocable pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding paragraph. Any such pension or benefit may, as the Board considers desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement, and may be subject or not subject to any terms or conditions as the Board may determine.

BORROWING POWERS

107. The Board may exercise all the powers of the Company to raise or borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Law, to issue debentures, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

108. Debentures, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

109. Any debentures, bonds or other securities may be issued at a discount (other than shares), premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Members, appointment of Directors and otherwise.

110. (1) Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the Members or otherwise, to obtain priority over such prior charge.

(2) The Board shall cause a proper register to be kept, in accordance with the provisions of the Law, of all charges specifically affecting the property of the Company and of any series of debentures issued by the Company and shall duly comply with the requirements of the Law in regard to the registration of charges and debentures therein specified and otherwise.

PROCEEDINGS OF THE DIRECTORS

111. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chairman of the meeting shall have an additional or casting vote.

112. A meeting of the Board may be convened by the Secretary on request of a Director or by any Director. The Secretary shall convene a meeting of the Board of which notice may be given in writing or by telephone or in such other manner as the Board may from time to time determine whenever he shall be required so to do by the chief executive officer or chairman, as the case may be, or any Director.

113. (1) The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be a majority of the Directors then in office, including the Chairman. An alternate Director shall be counted in a quorum in the case of the absence of a Director for whom he is the alternate *provided* that he shall not be counted more than once for the purpose of determining whether or not a quorum is present.

(2) Directors may participate in any meeting of the Board by means of a conference telephone or other communications equipment through which all persons participating in the meeting can communicate with each other simultaneously and instantaneously and, for the purpose of counting a quorum, such participation shall constitute presence at a meeting as if those participating were present in person.

(3) Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of such Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

114. The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles as the quorum, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company but not for any other purpose.

115. The Chairman of the Board shall be the chairman of all meetings of the Board. If the Chairman of the Board is not present at any meeting within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

116. A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.

117. (1) The Board may delegate any of its powers, authorities and discretions to committees (including, without limitation, the Audit Committee), consisting of such Director or Directors and other persons as it thinks fit, and they may, from time to time, revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board.

(2) All acts done by any such committee in conformity with such regulations, and in fulfilment of the purposes for which it was appointed, but not otherwise, shall have like force and effect as if done by the Board, and the Board (or if the Board delegates such power, the committee) shall have power to remunerate the members of any such committee, and charge such remuneration to the current expenses of the Company.

118. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Article, indicating, without limitation, any committee charter adopted by the Board for purposes or in respect of any such committee.

119. A resolution in writing signed by all the Directors except such as are temporarily unable to act due to ill-health or disability shall (*provided* that such number is sufficient to constitute a quorum and further *provided* that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings in the same manner as notices of meetings are required to be given by these Articles) be as valid and effectual as if a resolution had been passed at a meeting of the Board duly convened and held. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors and for this purpose a facsimile signature of a Director shall be treated as valid.

120. All acts bona fide done by the Board or by any committee or by any person acting as a Director or members of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

COMMITTEES

121. Without prejudice to the freedom of the Directors to establish any other committees, for so long as the shares of the Company (or depositary receipts therefor) are listed or quoted on the Designated Stock Exchange, the Board shall establish and maintain an Audit Committee as a committee of the Board, the composition and responsibilities of which shall comply with the rules of the Designated Stock Exchange and the rules and regulations of the SEC.

122. (1) The Board shall adopt a formal written audit committee charter and review and assess the adequacy of the formal written charter on an annual basis.

(2) The Audit Committee shall meet at least once every financial quarter, or more frequently as circumstances dictate.

123. For so long as the shares of the Company (or depositary receipts therefor) are listed or quoted on the Designated Stock Exchange, the Company shall conduct an appropriate review of all related party transactions on an ongoing basis and shall utilize the Audit Committee for the review and approval of potential conflicts of interest. Specially, the Audit Committee shall approve any transaction or transactions between the Company and any of the following parties: (i) any shareholder owning an interest in the voting power of the Company or any subsidiary of the Company that gives such shareholder significant influence over the Company or any subsidiary of the Company, (ii) any director or executive officer of the Company or any subsidiary of the Company and any relative of such director or executive officer, (iii) any person in which a substantial interest in the voting power is owned, directly or indirectly, by any person described in (i) or (ii) or over which such a person is able to exercise significant influence, and (iv) any affiliate (other than a subsidiary) of the Company.

OFFICERS

124. (1) The officers of the Company shall consist of the Chairman of the Board, the Directors and such additional officers (who may or may not be Directors) as the Board may from time to time determine, all of whom shall be deemed to be officers for the purposes of the Law and these Articles. In addition to the officers of the Company, the Board may also from time to time determine and appoint managers and delegate to the same such powers and duties as are prescribed by the Board.

(2) The Directors shall elect, by a majority of the Directors then in office, amongst the Directors a chairman.

(3) The officers shall receive such remuneration as the Directors may from time to time determine.

125. (1) The Secretary and additional officers, if any, shall be appointed by the Board and shall hold office on such terms and for such period as the Board may determine. If thought fit, two or more persons may be appointed as joint Secretaries. The Board may also appoint from time to time on such terms as it thinks fit one or more assistant or deputy Secretaries.

(2) The Secretary shall attend all meetings of the Members and shall keep correct minutes of such meetings and enter the same in the proper books provided for the purpose. He shall perform such other duties as are prescribed by the Law or these Articles or as may be prescribed by the Board.

126. The officers of the Company shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Directors from time to time.

127. A provision of the Law or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

REGISTER OF DIRECTORS AND OFFICERS

128. The Company shall cause to be kept in one or more books at its Office a Register of Directors and Officers in which there shall be entered the full names and addresses of the Directors and Officers and such other particulars as required by the Law or as the Directors may determine. The Company shall send to the Registrar of Companies in the Cayman Islands a copy of such register, and shall from time to time notify to the said Registrar of any change that takes place in relation to such Directors and Officers as required by the Law.

MINUTES

129. (1) The Board shall cause minutes to be duly entered in books provided for the purpose:

(a) of all elections and appointments of officers;

(b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

(c) of all resolutions and proceedings of each general meeting of the Members, meetings of the Board and meetings of committees of the Board and where there are managers, of all proceedings of meetings of the managers.

(2) Minutes shall be kept by the Secretary at the Office.

SEAL

130. (1) The Company shall have one or more Seals, as the Board may determine. For the purpose of sealing documents creating or evidencing securities issued by the Company, the Company may have a securities seal which is a facsimile of the Seal of the Company with the addition of the word “Securities” on its face or in such other form as the Board may approve. The Board shall provide for the custody of each Seal and no Seal shall be used without the authority of the Board or of a committee of the Board authorised by the Board in that behalf. Subject as otherwise provided in these Articles, any instrument to which a Seal is affixed shall be signed autographically by one Director and the Secretary or by two Directors or by such other person (including a Director) or persons as the Board may appoint, either generally or in any particular case, save that as regards any certificates for shares or debentures or other securities of the Company the Board may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature. Every instrument executed in manner provided by this Article 130 shall be deemed to be sealed and executed with the authority of the Board previously given.

(2) Where the Company has a Seal for use abroad, the Board may by writing under the Seal appoint any agent or committee abroad to be the duly authorised agent of the Company for the purpose of affixing and using such Seal and the Board may impose restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any such other Seal as aforesaid.

AUTHENTICATION OF DOCUMENTS

131. Any Director or the Secretary or any person appointed by the Board for the purpose may authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and if any books, records, documents or accounts are elsewhere than at the Office or the head office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person so appointed by the Board. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee thereof which is so certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

DESTRUCTION OF DOCUMENTS

132. (1) The Company shall be entitled to destroy the following documents at the following times:

(a) any share certificate which has been cancelled at any time after the expiry of one (1) year from the date of such cancellation;

(b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two (2) years from the date such mandate variation cancellation or notification was recorded by the Company;

(c) any instrument of transfer of shares which has been registered at any time after the expiry of seven (7) years from the date of registration;

(d) any allotment letters after the expiry of seven (7) years from the date of issue thereof; and

(e) copies of powers of attorney, grants of probate and letters of administration at any time after the expiry of seven (7) years after the account to which the relevant power of attorney, grant of probate or letters of administration related has been closed;

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to be made on the basis of any such documents so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. *Provided* always that: (1) the foregoing provisions of this Article 132 shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim; (2) nothing contained in this Article 132 shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled; and (3) references in this Article to the destruction of any document include references to its disposal in any manner.

(2) Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, authorise the destruction of documents set out in sub-paragraphs (a) to (e) of paragraph (1) of this Article 132 and any other documents in relation to share registration which have been microfilmed or electronically stored by the Company or by the share registrar on its behalf *provided* always that this Article shall apply only to the destruction of a document in good faith and without express notice to the Company and its share registrar that the preservation of such document was relevant to a claim.

DIVIDENDS AND OTHER PAYMENTS

133. Subject to the Law and any rights and restrictions for the time being attached to any class or classes of shares and these Articles, the Board may from time to time declare dividends in any currency to be paid to the Members and other distributions on shares in issue and authorise payment of the same out of the funds of the Company lawfully available therefor. At any and every time the Board declare dividends, Class A Ordinary Shares and Class B Ordinary Shares shall have identical rights in the dividends so declared.

134. Dividends may be declared and paid out of the profits of the Company, realised or unrealised, or from any reserve set aside from profits which the Directors determine is no longer needed. The Board may also declare and pay dividends out of share premium account or any other fund or account which can be authorised for this purpose in accordance with the Law.

135. Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide,

(a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share; and

(b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

136. The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and may also pay any fixed dividend which is payable on any shares of the Company half-yearly or on any other dates, whenever such profits, in the opinion of the Board, justifies such payment. The Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights

137. The Board may deduct from any dividend or other moneys payable to a Member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.

138. No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.

139. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders.

140. All dividends or bonuses unclaimed for one (1) year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend or bonuses unclaimed after a period of six (6) years from the date of declaration shall be forfeited and shall revert to the Company. The payment by the Board of any unclaimed dividend or other sums payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

141. Whenever the Board has resolved that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may issue certificates in respect of fractions of shares, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend, and such appointment shall be effective and binding on the Members. The Board may resolve that no such assets shall be made available to Members with registered addresses in any particular territory or territories where, in the absence of a registration statement or other special formalities, such distribution of assets would or might, in the opinion of the Board, be unlawful or impracticable and in such event the only entitlement of the Members aforesaid shall be to receive cash payments as aforesaid. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.

142. (1) Whenever the Board has resolved that a dividend be paid or declared on any class of the share capital of the Company, the Board may further resolve either:

(a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up, *provided* that the Members entitled thereto will be entitled to elect to receive such dividend (or part thereof if the Board so determines) in cash in lieu of such allotment. In such case, the following provisions shall apply:

(i) the basis of any such allotment shall be determined by the Board;

(ii) the Board, after determining the basis of allotment, shall give not less than ten (10) days' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;

(iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and

(iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised ("the non-elected shares") and in satisfaction thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or

(b) that the Members entitled to such dividend shall be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Board may think fit. In such case, the following provisions shall apply:

(i) the basis of any such allotment shall be determined by the Board;

(ii) the Board, after determining the basis of allotment, shall give not less than ten (10) days' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;

(iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and

(iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised ("the elected shares") and in satisifaction thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the elected shares on such basis.

(2) (a) The shares allotted pursuant to the provisions of paragraph (1) of this Article 142 shall rank *pari passu* in all respects with shares of the same class (if any) then in issue save only as regards participation in the relevant dividend or in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend unless, contemporaneously with the announcement by the Board of their proposal to apply the provisions of sub-paragraph (a) or (b) of paragraph (2) of this Article 142 in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (1) of this Article shall rank for participation in such distribution, bonus or rights.

(b) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (1) of this Article 142 , with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned). The Board may authorise any person to enter into on behalf of all Members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.

(3) The Board may resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (1) of this Article 142 a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.

(4) The Board may on any occasion determine that rights of election and the allotment of shares under paragraph (1) of this Article 142 shall not be made available or made to any shareholders with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of such rights of election or the allotment of shares would or might, in the opinion of the Board, be unlawful or impracticable, and in such event the provisions aforesaid shall be read and construed subject to such determination. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.

(5) Any resolution declaring a dividend on shares of any class may specify that the same shall be payable or distributable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable or distributable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article shall *mutatis mutandis* apply to bonuses, capitalisation issues, distributions of realised capital profits or offers or grants made by the Company to the Members.

RESERVES

143. (1) The Board shall establish an account to be called the share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any share in the Company. Unless otherwise provided by the provisions of these Articles, the Board may apply the share premium account in any manner permitted by the Law. The Company shall at all times comply with the provisions of the Law in relation to the share premium account.

(2) Before recommending any dividend, the Board may set aside out of the profits of the Company such sums as it determines as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute.

CAPITALISATION

144. The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including a share premium account and capital redemption reserve and the profit and loss account) whether or not the same is available for distribution and accordingly that such amount be set free for distribution among the Members or any class of Members who would be entitled thereto if it were distributed by way of dividend and in the same proportions, on the basis that the same is not paid in cash but is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in paying up in full unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such Members, or partly in one way and partly in the other, and the Board shall give effect to such resolution *provided* that, for the purposes of this Article 144, a share premium account and any capital redemption reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company to be allotted to such Members credited as fully paid.

145. The Board may settle, as it considers appropriate, any difficulty arising in regard to any distribution under Article 144 and in particular may issue certificates in respect of fractions of shares or authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the Members.

SUBSCRIPTION RIGHTS RESERVE

146. The following provisions shall have effect to the extent that they are not prohibited by and are in compliance with the Law:

(1) If, so long as any of the rights attached to any warrants issued by the Company to subscribe for shares of the Company shall remain exercisable, the Company does any act or engages in any transaction which, as a result of any adjustments to the subscription price in accordance with the provisions of the conditions of the warrants, would reduce the subscription price to below the par value of a share, then the following provisions shall apply:

(a) as from the date of such act or transaction the Company shall establish and thereafter (subject as provided in this Article 146) maintain in accordance with the provisions of this Article 146 a reserve (the "Subscription Rights Reserve") the amount of which shall at no time be less than the sum which for the time being would be required to be capitalised and applied in paying up in full the nominal amount of the additional shares required to be issued and allotted credited as fully paid pursuant to sub-paragraph (c) below on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Rights Reserve in paying up such additional shares in full as and when the same are allotted;

(b) the Subscription Rights Reserve shall not be used for any purpose other than that specified above unless all other reserves of the Company (other than share premium account) have been extinguished and will then only be used to make good losses of the Company if and so far as is required by the Law;

(c) upon the exercise of all or any of the subscription rights represented by any warrant, the relevant subscription rights shall be exercisable in respect of a nominal amount of shares equal to the amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be the relevant portion thereof in the event of a partial exercise of the subscription rights) and, in addition, there shall be allotted in respect of such subscription rights to the exercising warrantholder, credited as fully paid, such additional nominal amount of shares as is equal to the difference between:

(i) the said amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be, the relevant portion thereof in the event of a partial exercise of the subscription rights); and

(ii) the nominal amount of shares in respect of which such subscription rights would have been exercisable having regard to the provisions of the conditions of the warrants, had it been possible for such subscription rights to represent the right to subscribe for shares at less than par and immediately upon such exercise so much of the sum standing to the credit of the Subscription Rights Reserve as is required to pay up in full such additional nominal amount of shares shall be capitalised and applied in paying up in full such additional nominal amount of shares which shall forthwith be allotted credited as fully paid to the exercising warrantholders; and

(d) if, upon the exercise of the subscription rights represented by any warrant, the amount standing to the credit of the Subscription Rights Reserve is not sufficient to pay up in full such additional nominal amount of shares equal to such difference as aforesaid to which the exercising warrantholder is entitled, the Board shall apply any profits or reserves then or thereafter becoming available (including, to the extent permitted by the Law, share premium account) for such purpose until such additional nominal amount of shares is paid up and allotted as aforesaid and until then no dividend or other distribution shall be paid or made on the fully paid shares of the Company then in issue. Pending such payment and allotment, the exercising warrantholder shall be issued by the Company with a certificate evidencing his right to the allotment of such additional nominal amount of shares. The rights represented by any such certificate shall be in registered form and shall be transferable in whole or in part in units of one share in the like manner as the shares for the time being are transferable, and the Company shall make such arrangements in relation to the maintenance of a register therefor and other matters in relation thereto as the Board may think fit and adequate particulars thereof shall be made known to each relevant exercising warrantholder upon the issue of such certificate.

(2) Shares allotted pursuant to the provisions of this Article shall rank *pari passu* in all respects with the other shares allotted on the relevant exercise of the subscription rights represented by the warrant concerned. Notwithstanding anything contained in paragraph (1) of this Article, no fraction of any share shall be allotted on exercise of the subscription rights.

(3) The provision of this Article as to the establishment and maintenance of the Subscription Rights Reserve shall not be altered or added to in any way which would vary or abrogate, or which would have the effect of varying or abrogating the provisions for the benefit of any warrantholder or class of warrantholders under this Article without the sanction of a special resolution of such warrantholders or class of warrantholders.

(4) A certificate or report by the auditors for the time being of the Company as to whether or not the Subscription Rights Reserve is required to be established and maintained and if so the amount thereof so required to be established and maintained, as to the purposes for which the Subscription Rights Reserve has been used, as to the extent to which it has been used to make good losses of the Company, as to the additional nominal amount of shares required to be allotted to exercising warrantholders credited as fully paid, and as to any other matter concerning the Subscription Rights Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrantholders and shareholders.

ACCOUNTING RECORDS

147. The Board shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place, and of the property, assets, credits and liabilities of the Company and of all other matters required by the Law or necessary to give a true and fair view of the Company's affairs and to explain its transactions.

148. The accounting records shall be kept at the Office or, at such other place or places as the Board decides and shall always be open to inspection by the Directors. No Member (other than a Director) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by the Law or authorised by the Board or the Members in general meeting.

149. Subject to Article 150, a printed copy of the Directors' report, accompanied by the balance sheet and profit and loss account, including every document required by the Law to be annexed thereto, made up to the end of the applicable financial year and containing a summary of the assets and liabilities of the Company under convenient heads and a statement of income and expenditure, together with a copy of the Auditors' report, shall be sent to each person entitled thereto at least ten (10) days before the date of the general meeting and laid before the Company at the annual general meeting held in accordance with Article 56 *provided* that this Article 150 shall not require a copy of those documents to be sent to any person whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

150. Subject to due compliance with all applicable Statutes, rules and regulations, including, without limitation, the rules of the Designated Stock Exchange, and to obtaining all necessary consents, if any, required thereunder, the requirements of Article 149 shall be deemed satisfied in relation to any person by sending to the person in any manner not prohibited by the Statutes, a summary financial statement derived from the Company's annual accounts and the directors' report which shall be in the form and containing the information required by applicable laws and regulations, *provided* that any person who is otherwise entitled to the annual financial statements of the Company and the directors' report thereon may, if he so requires by Notice served on the Company, demand that the Company sends to him, in addition to a summary financial statement, a complete printed copy of the Company's annual financial statement and the directors' report thereon.

151. The requirement to send to a person referred to in Article 149 the documents referred to in that article or a summary financial report in accordance with Article 150 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the rules of the Designated Stock Exchange, the Company publishes copies of the documents referred to in Article 149 and, if applicable, a summary financial report complying with Article 150, on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication), and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents.

AUDIT

152. Subject to applicable law and rules of the Designated Stock Exchange, the Board may appoint an Auditor, who shall hold office until removed from office by a resolution of the Board, to audit the accounts of the Company. Such auditor may be a Member but no Director or officer or employee of the Company shall, during his continuance in office, be eligible to act as an auditor of the Company.

153. Subject to the Law the accounts of the Company shall be audited at least once in every year.

154. The remuneration of the Auditor shall be determined by the Audit Committee or, in the absence of such an Audit Committee, by the Board.

155. If the office of auditor becomes vacant by the resignation or death of the Auditor, or by his becoming incapable of acting by reason of illness or other disability at a time when his services are required, the Directors shall fill the vacancy and determine the remuneration of such Auditor.

156. The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto; and he may call on the Directors or officers of the Company for any information in their possession relating to the books or affairs of the Company.

157. The statement of income and expenditure and the balance sheet provided for by these Articles shall be examined by the Auditor and compared by him with the books, accounts and vouchers relating thereto; and he shall make a written report thereon stating whether such statement and balance sheet are drawn up so as to present fairly the financial position of the Company and the results of its operations for the period under review and, in case information shall have been called for from Directors or officers of the Company, whether the same has been furnished and has been satisfactory. The financial statements of the Company shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Audit Committee. The generally accepted auditing standards referred to herein may be those of a country or jurisdiction other than the Cayman Islands. If so, the financial statements and the report of the Auditor should disclose this fact and name such country or jurisdiction.

NOTICES

158. Any Notice or document, whether or not, to be given or issued under these Articles from the Company to a Member shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or communication and any such notice and document may be served or delivered by the Company on or to any Member either personally or by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose or, as the case may be, by transmitting it to any such address or transmitting it to any telex or facsimile transmission number or electronic number or address or website supplied by him to the Company for the giving of notice to him or which the person transmitting the notice reasonably and bona fide believes at the relevant time will result in the Notice being duly received by the Member or may also be served by advertisement in appropriate newspapers in accordance with the requirements of the Designated Stock Exchange or, to the extent permitted by the applicable laws, by placing it on the Company's website and giving to the member a notice stating that the notice or other document is available there (a "notice of availability"). The notice of availability may be given to the Member by any of the means set out above. In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.

159. Any Notice or other document:

(a) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the notice or other document was so addressed and put into the post shall be conclusive evidence thereof;

(b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A notice placed on the Company's website is deemed given by the Company to a Member on the day following that on which a notice of availability is deemed served on the Member;

(c) if served or delivered in any other manner contemplated by these Articles, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch or transmission; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the act and time of such service, delivery, despatch or transmission shall be conclusive evidence thereof; and

(d) may be given to a Member in the English language or such other language as may be approved by the Directors, subject to due compliance with all applicable Statutes, rules and regulations.

160. (1) Any Notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such Notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

(2) A notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member by sending it through the post in a prepaid letter, envelope or wrapper addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.

(3) Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which prior to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.

SIGNATURES

161. For the purposes of these Articles, a cable or telex or facsimile or electronic transmission message purporting to come from a holder of shares or, as the case may be, a Director, or, in the case of a corporation which is a holder of shares from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary available to the person relying thereon at the relevant time be deemed to be a document or instrument in writing signed by such holder or Director in the terms in which it is received.

WINDING UP

162. (1) The Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.

(2) A resolution that the Company be wound up by the court or be wound up voluntarily shall be a special resolution.

163. (1) Subject to any special rights, privileges or restrictions as to the distribution of available surplus assets on liquidation for the time being attached to any class or classes of shares (i) if the Company shall be wound up and the assets available for distribution amongst the Members of the Company shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed *pari passu* amongst such members in proportion to the amount paid up on the shares held by them respectively and (ii) if the Company shall be wound up and the assets available for distribution amongst the Members as such shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that, a nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively.

(2) If the Company shall be wound up (whether the liquidation is voluntary or by the court) the liquidator may, with the authority of a special resolution and any other sanction required by the Law, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of properties of one kind or shall consist of properties to be divided as aforesaid of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

INDEMNITY

164. (1) The Directors, Secretary and other officers for the time being of the Company and the liquidator or trustees (if any) for the time being acting in relation to any of the affairs of the Company and everyone of them, and everyone of their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, in their respective offices or trusts; and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, *provided* that this indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any of said persons.

(2) Each Member agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company, *provided* that such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Director.

AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION AND NAME OF COMPANY

165. No Article shall be rescinded, altered or amended and no new Article shall be made until the same has been approved by a special resolution of the Members. A special resolution shall be required to alter the provisions of the Memorandum of Association or to change the name of the Company.

166. No Member shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interests of the members of the Company to communicate to the public.

Matter:
Type of Share: XXX
No. of Shares XXX
Amount Paid XXX
Par Value XXXX

FEI/SEI:
Certificate No. XX
Transfer to Cert#_____
Number of Shares: XXXX
Transfer Date: XXXX

Issued To: XXXXXXXX

Date of Record: XXXXXXX

INCORPORATED IN THE CAYMAN ISLANDS

NAME OF COMPANY

This is to certify that XXXXXXXXXXXXXXXXXXXX
of XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
is the registered shareholders of:

No. of Shares	Type of Share	Par Value
XXXXXX	XXXXXX	XXXXXX
Date of Record	Certificate Number	% Paid
XXXXXXXXX	XXXX	XXXX

The above shares are subject to the Memorandum and Articles of Association of the Company and transferable in accordance therewith.

(Given under the Common Seal of the Company)

_____DIRECTOR _____SECRETARY

Exhibit 4.4

Execution Version

SHAREHOLDERS' AGREEMENT

DATED: December 9, 2016

SHAREHOLDERS' AGREEMENT

relating to

QUDIAN INC.

SHAREHOLDERS' AGREEMENT

DATED: December 9, 2016

AMONG:

(1) **Qudian Inc.**, a company incorporated in the Cayman Islands with its registered office located at Codan Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman,KY11111,Cayman Islands (the **"Company**");

(2) **QD Technologies Limited**, a limited liability company incorporated under the laws of British Virgin Islands with its registered office located at Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands VG1110. (the "**BVI Co**");

(3) **QD Data Limited**, a limited liability company incorporated under the laws of Hong Kong with its registered office located at Unit 806, 8/F, Tower II, Cheung Sha Wan Plaza, 844 Cheung Sha Wan Road, Kowloon, Hong Kong (the "**HK Co**");

(4) **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (趣分期(赣州)信息技术有限公司), a limited liability company incorporated in the PRC with its registered office located at Room 209, Floor 2, East Tower Headquarters Economic Building, No. 65 Xingguo Road (江西省赣州市赣州经济开发区香江大道北侧、华坚北路西侧赣州国际企业中心B6号楼402室) (the "**WFOE**");

(5) **Beijing Happy Time Technology Development Co., Ltd.** (北京快乐时代科技发展有限公司), a limited liability company incorporated in the PRC with its registered office located at Room 8212, Floor 1, No. 2 Building, Chaowai Yabaoli, Chaoyang District, Beijing (北京市朝阳区朝外雅宝里2号楼一层8212室) ("**Domestic Company**");

(6) **Tianjin Happy Time Technology Co., Ltd.** (天津快乐时代科技发展有限公司), a limited liability company incorporated in the PRC with its registered office located at Floors B1-5, Dongman Building, 126 Dongman Middle Road, Shengtai City, Tianjin (天津生态城动漫中路126号动漫大厦B1-5层) ("**Tianjin Happy Time**");

(7) **Tianjin Qufenqi Technology Co., Ltd.** (天津趣分期科技有限公司), a limited liability company incorporated in the PRC with its registered office located at Floors B1-5, Dongman Building, 126 Dongman Middle Road, Shengtai City, Tianjin (天津生态城动漫中路 126 号动漫大厦 B1-5 层) ("**Tianjin Qufenqi**");

(8) **Beijing Happy Fenqi Technology Co., Ltd.** (北京快乐分期科技发展有限公司), a limited liability company incorporated in the PRC with its registered office located at A-1912-055, Floor 16, No. 1 Building, 18 Zhongguancun East Road, Haidian District, Beijing (北京市海淀区中关村东路 18 号 1 号楼 16 层 A-1912-055) ("**Beijing Happy Fenqi**");

(9) **Tainjin Happy Fenqi Technology Co., Ltd.** (天津快乐分期科技发展有限公司), a limited liability company incorporated in the PRC with its registered office located at No.2, Floor 5, B1 Dongman Building, No.126 Dongmanzhong Road, zhongxin Ecological City, Tianji (天津中新生态城动漫中路 126 号动漫 大厦 B1-5 层-2) ("**Tianjin Happy Fenqi**");

(10) **Qufenqi (Beijing) Information Technology Co., Ltd. (** 趣分期 **(** 北京 **)** 信息 科技有限公司), a limited liability company incorporated in the PRC with its registered office located at Room 811, Floor 7, No. 8 Haidian North 2nd Street, Haidian District, Beijing (北京市海淀区海淀北二街 8 号 7 层 811) ("**Beijing Qufenqi**");

(11) **Ganzhou Happy Fenqi Technology Co., Ltd.** (赣州快乐分期科技发展有限公司), a limited liability company incorporated in the PRC with its registered office located at Building 2, Block 25,Standard Factory, First Stage Project, Science and Technology Venture Service Center, Economic Development Zone, Ganzhou City, Jiangxi Province(江西省赣州市赣州经济技术开发区黄 金大道与金岭路交叉口赣州市科技创业服务中心一期标准厂房 25 栋 2 楼)("**Ganzhou Happy Fenqi**");

(12) **Ganzhou Happy Fenqi Network Service Co., Ltd.** (赣州快乐分期网络服务 有限公司), a limited liability company incorporated in the PRC with its registered office located at Building 2, Block 25, Standard Factory, First Stage Project, Science and Technology Venture Service Center, Economic Development Zone, Ganzhou City, Jiangxi Province (江西省赣州市赣州经济 技术开发区黄金大道与金岭路交叉口赣州市科技创业服务中心一期标准 厂房 25 栋 2 楼)("**Ganzhou Network**");

(13) **Fuzhou High-tech Zone Microcredit Co., Ltd.** (抚州高新区趣分期小额贷 款有限公司), a limited liability company incorporated in the PRC with its registered office located at Building A6, Small and Medium Entrepreneurship Yard, Kechuang Fuhua Base, No.198 Jinni Revenue, high and new tech development zone, Fuzhou City, Jiangxi Province(江西省抚州市抚州高新技 术产业开发区金柅大道 198 号科创孵化基地中小创业企业园 A6 栋) ("**Fuzhou Microcredit**");

(14) **Fuzhou Happy Time Technology Co., Ltd.** (抚州快乐时代科技发展有限公 司), a limited liability company incorporated in the PRC with its registered office located at Floor 2-4, Building A6, Small and Medium Entrepreneurship Yard, Kechuang Fuhua Base, No.198 Jinni Revenue, high and new tech development zone, Fuzhou City, Jiangxi Province(江西省抚州市抚州高新技 术产业开发区金柅大道 198 号科创孵化基地中小创业企业园 A6 栋二楼至 四楼) ("**Fuzhou Happy Time**", collectively with Tianjin Happy Time, Tianjin Qufenqi, Beijing Happy Fenqi, Tianjin Happy Fenqi, Beijing Qufenqi, Ganzhou Happy Fenqi, Ganzhou Network, Fuzhou Microcredit, the Domestic Company and the WFOE, the "**PRC Companies**");

(15) **Joyful Bliss Limited**, a company incorporated in Hong Kong with its registered office located at RM 1501, 15/F SPA CTR 53-55, Lockhart Rd Wanchai, Hong Kong("**Joyful Bliss** ");

(16) **Ever Bliss Fund, L.P.**, a company incorporated in Cayman Island, with its registered office located at The Office of Sertus Incorporations (Cayman) Limited, Sertus Chambers, P.O. Box 2547, Cassia Court, Camana Bay, Grand Cayman, Cayman Islands("**Ever Bliss** ", together with **Joyful Bliss,** the "**BRV**");

(17) **Source Code Accelerate L.P.**, a company incorporated in Cayman Islands, with its registered office located at Harneys Services(Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, George Town, P. O. Box 10240, Grand Cayman KY1-1002, Cayman Islands,("**Source Code** ", together with **Joyful Bliss, Ever Bliss** (only with respect to the Series A Shares each foregoing entity holds), collectively the "Series A Investors," each a "Series A Investor");

(18) **Kunlun Group Limited**, a limited liability company incorporated in the Hong Kong with its registered office located at Suite 1203, 12th Floor, Ruttonjee House, 11 Duddell Street, Central, Hong Kong ("**Kunlun**"; together with **Joyful Bliss, Ever Bliss** and **Source Code** (only with respect to the Series B Shares each foregoing entity holds), collectively the "**Series B Investors**," each a "**Series B Investor**");

(19) **Phoenix Auspicious FinTech Investment L.P.,** a company incorporated in Cayman Island with its registered office located at P.O. Box 2075, #31 The Strand,46 Canal Point Drive, Grand Cayman KY1-1105,Cayman Islands. ("**Phoenix** ");

(20) **Wa Sung Investment Limited**, a company incorporated in Hong Kong with its registered office located at Unit 606, 6thFloor, Alliance Building, 133 Connaught Road Central, Hong Kong ("**Huasheng** ");

(21) **API (Hong Kong) Investment Limited**, a limited liability company incorporated in the Hong Kong ("**API**"; together with BRV, Source Code, Kunlun, Phoenix and Huasheng (only with respect to the Series C Shares each foregoing entity holds), collectively the "**Series C Investors**," and each a "**Series C Investor**");

(22) **Luo Min** (罗敏), a PRC citizen with the PRC ID Card No. of 362527198302280018 (the "**Founder**"); and

(23) **Qufenqi Holding Limited**, a company incorporated in the British Virgin Islands with its registered office located at Geneva Place, Waterfront Drive, P.O. Box 3469, Road Town, Tortola, British Virgin Islands (the "**Founder Holdco**", the Founder Holdco and the Founder are collectively referred to as the "**Key Holders**" and each a "**Key Holder**").

WHEREAS:

(A) The Investors and the Key Holders are directly and indirectly the legal and beneficial holders of all of the issued share capital of the Company.

(B) The parties hereto now wish to enter into this Agreement for the purposes of regulating the rights and obligations among them as well as the business and management of the Group Companies from the date hereof.

(C) The parties hereto hereby agree to enter into this Agreement to set forth their agreements and understandings with respect to the rights as shareholders of the Company.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, the following expressions shall, except where the context otherwise requires, have the following meanings:

"**Acceptance Notice**" has the meaning ascribed to it in Section 11.3;

"**Agreement**" means this Shareholders' Agreement;

"**API**" has the meaning ascribed to it in the preamble;

"**Approved Sale**" has the meaning ascribed to it in Section 17.1;

"**Approved Sale Date**" has the meaning ascribed to it in Section 17.2;

"**Associate**" means:

(i) as to any body corporate, any other body corporate, unincorporated entity or person directly or indirectly Controlling, directly or indirectly Controlled by or under direct or indirect common Control with, such body corporate; and

(ii) as to any individual, his spouse, child, brother, sister, parent, trustee of any trust in which such individual or any of his immediate family members is a beneficiary or a discretionary object, or any entity or company Controlled by any of the aforesaid persons;

"**Beijing Happy Fenqi**" has the meaning ascribed to it in the preamble;

"**Beijing Happy Time**" has the meaning ascribed to it in the preamble;

"**Beijing Qufenqi**" has the meaning ascribed to it in the preamble;

"**Board**" or "**Board of Directors**" means the board of directors of the Company;

"**BRV**" has the meaning ascribed to it in the preamble;

"**BRV Director**" has the meaning ascribed to it in Section 3.2;

"**BRV Group**" means BRV and any affiliated venture capital fund, a partner or member of such partnership or affiliated entity or a retired partner or member of such partnership or affiliated entity who retires after the date hereof, or to the estate of any such partner, member, retired partner or retired member or the transfer by gift, will or intestate succession of any partner or member to his or her spouse or to the siblings, lineal descendants or ancestors of such partner or member or his or her spouse;

"**Business**" means the businesses of staging shopping and money management;

"**Business Day**" means a day, excluding Saturdays, Sundays and legal holidays, on which banks in the Cayman Islands, the PRC, Hong Kong and the United States of America are open for business throughout their normal business hours;

"**Charter Documents**" has the meaning ascribed to it in the Preferred Share Purchase Agreement.

"**Company**" has the meaning ascribed to it in the preamble;

"**Company Notice**" has the meaning ascribed to it in Section 12.11(b);

"**Company Right of First Refusal**" has the meaning ascribed to it in Section 12.6;

"**Competitor**" has the meaning ascribed to it in Section 6.2.

"**Completion**" means the completion or closing of the allotment and issuance of the Series C Shares as described under the Preferred Share Purchase Agreement;

"**Control**", "**Controls**", "**Controlled**" or any correlative term means the possession, directly or indirectly, of the power to direct or cause the direction of the management of a Person, whether through the ownership of voting securities, by contract, credit arrangement or proxy, as trustee, executor, agent or otherwise. For the purpose of this definition, a Person shall be deemed to Control another Person if such first Person, directly or indirectly, owns or holds more than 50% of the voting equity interests in such other Person;

"**Control Documents**" means the following Contracts collectively: (i) the Exclusive Business Cooperation Agreement (独家业务合作协议) dated as of December 9, 2016, entered into by and between the WFOE and the Domestic Company, (ii) the Call Option Agreement (独家购买权合同) dated as of December 9, 2016 entered into by and among the WFOE, the Domestic Company, and the shareholders of the Domestic Company, (iii) the Shareholders Voting Rights Proxy Agreement (授权委托书) dated as of December 9, 2016 entered into by the shareholders of the Domestic Company, and (iv) the Equity Pledge Agreements (股权质押合同) dated as of December 9, 2016 entered into by and among the WFOE, the Domestic Company, and the shareholders of the Domestic Company, or other similar Contracts, each as may be amended from time to time.;

"**Co-Sale Eligible Securities**" has the meaning ascribed to it in Section 13.1;

"**Co-Sale Preferred Shareholder**" has the meaning ascribed to it in Section 13.1;

"**Director**" means any member of the Company's Board of Directors;

"**Disclosing Party**" has the meaning ascribed to it in Section 5.3;

"**Domestic Company**" has the meaning ascribed to it in the preamble;

"**Dragged Shareholders**" has the meaning ascribed to it in the Section 17.1;

"**Drag-Along Notice**" has the meaning ascribed to it in the Section 17.2;

"**Drag-Along Shareholders**" means has the meaning ascribed to it in the Section 17.1;

"**Equity Securities**" means, with respect to any Person that is a legal entity, any and all shares of capital stock, membership interests, units, profits interests, ownership interests, equity interests, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, pre-emptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing, or any Contract providing for the acquisition of any of the foregoing;

"**ESOP**" means any stock option plan or equity incentive plan adopted by any Group Company from time to time in relation to the grant or issue of shares, stock options or any other securities to its employees, officers, directors, consultants and/or other eligible persons;

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended;

"**Exercising Shareholder**" has the meaning ascribed to it in Section 12.11(d);

"**Expiration Notice**" has the meaning ascribed to it in Section 12.11(e);

"**Fair Market Value**" shall mean, as of any date, the value of an Ordinary Share determined as follows: (i) if the Ordinary Share is listed on any established stock exchange or a national market system, including, without limitation, The New York Stock Exchange, The Nasdaq Global Market or The Nasdaq Capital Market of The Nasdaq Stock Market, the Fair Market Value shall be the closing sales price for the Ordinary Shares (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Board of Directors deems reliable, (ii) if the Ordinary Share is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value shall be the mean of the high bid and low asked prices for the Ordinary Share on the day of determination, as reported in *The Wall Street Journal* or any other source as the Board deems reliable, or (iii) in the absence of an established market for the Ordinary Share, the fair market value of an Ordinary Share as determined by the Board of Directors (including the approval of Preferred Directors Majority) in accordance with applicable law.

"**Form S-3**" and "**Form F-3**" have the meaning ascribed to them in Section 2(e) of the Schedule 2;

"**Founder**" has the meaning ascribed to it in the preamble;

"**Founder Holdco**" has the meaning ascribed to it in the preamble;

"**Fully-Exercising Holder**" has the meaning ascribed to it in Section 11.4;

"**Fuzhou Happy Time**" has the meaning ascribed to it in the preamble;

"**Fuzhou Microcredit**" has the meaning ascribed to it in the preamble;

"**Ganzhou Happy Fenqi**" has the meaning ascribed to it in the preamble;

"**Ganzhou Network**" has the meaning ascribed to it in the preamble;

"**Group Companies**" means the Company, the BVI Co, the HK Co, the PRC Companies and their respective Subsidiaries from time to time, including but not limited to Happy Fenqi, Tianjin Happy Time, and Tianjin Qufenqi, and "**Group Company**" means any one of them;

"**HK Co**" has the meaning ascribed to it in the preamble;

"**HKIAC**" has the meaning ascribed to it in Section 25.2;

"**Holder**" has the meaning ascribed to it in Section 2(d) of the Schedule 2;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

"**Huasheng**" has the meaning ascribed to it in the preamble;

"**IFRS**" means the International Financial Reporting Standards promulgated by the International Accounting Standards Board, as amended from time to time;

"**Initiating Holders**" has the meaning ascribed to it in Section 3(b) of the Schedule 2;

"**Investor**" **or** "**Investors**" means collectively, the Series A Investors, the Series B Investors, and the Series C Investors.

"**Investor Right Period**" has the meaning ascribed to it in Section 12.11(b);

"**Issuance Notice**" has the meaning ascribed to it in Section 11.2;

"**Key Holder**" or "**Key Holders**" has the meaning ascribed to it in the preamble;

"**Kunlun**" has the meaning ascribed to it in the preamble;

"**Kunlun Director**" has the meaning ascribed to it in Section 3.2;

"**Liquidation Event**" (i) a voluntary or involuntary liquidation, dissolution or winding up of the Company, and (ii) unless waived by the Majority Series C Shareholders, the Majority Series A Shareholders, and the Majority Series B Shareholders, whether in a single transaction or series of related transactions, (A) any merger, amalgamation, consolidation, acquisition, tender offer, reorganization or scheme thereof or other business combination in which the shareholders owning a majority of the voting power or voting stock of the Company or any other Material Group Company immediately prior to such transaction do not own a majority of the voting power or voting stock of such Group Company or the surviving or acquiring person or the entity controlling the surviving or acquiring person immediately following such transaction, (B) a sale, conveyance or other disposition of all or substantially all of the Company's assets or sale of a majority of the equity or assets of any Material Group Company or Associate of any Material Group Company (including without limitation by means of an arrangement the net effect of which is the disposition of all or substantially all of the Company's assets), (C) the licensing out of any Group Company's material intellectual property to a third party outside the ordinary course of business, or (D) any termination of (by operation of law or otherwise), material amendment to or material breach of the Control Documents and any other contracts among the Group Companies designed to provide the Company with control over, and the ability to consolidate the financial statements of, direct or indirect subsidiaries and/or Controlled Persons (such as the Domestic Company) and its subsidiaries;

"**Majority Series A Shareholders**" means the holders of at least eighty percent (80%) of the voting power of the then outstanding Series A Shares (voting together as a single class and calculated on an as-converted basis);

"**Majority Series B Shareholders**" means the holders of at least fifty percent (50%) of the voting power of the then outstanding Series B Shares (voting together as a single class and calculated on an as-converted basis);

"**Majority Series C Shareholders**" means the holders of at least fifty percent (50%) of the voting power of the then outstanding Series C Shares (voting together as a single class and calculated on an as-converted basis);

"**Material Group Company**" means the Company and (i) any Group Company that is a "significant subsidiary" within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act, and/or (ii) any Group Company that holds material Permit(s)(as defined in the Memorandum and Articles of Association) (including without limitation an internet content provider or value-added telecommunication services license) legally required or necessary (as reasonably determined by the Majority Series C Shareholders, the Majority Series A Shareholders, and the Majority Series B Shareholders) to conduct any portion of the Group's business.

"**Memorandum and Articles of Association**" shall mean the amended and restated Memorandum of Association and Articles of Association of the Company, as amended from time to time;

"**New Financing**" has the meaning ascribed to it in Section 4.2(c);

"**New Securities**" has the meaning ascribed to it in Section 11.1;

"**Non-Disclosing Parties**" has the meaning ascribed to it in Section 5.3;

"**Observer**" has the meaning ascribed to it in Section 3.2;

"**Offered Preferred Securities**" has the meaning ascribed to it in Section 12.1;

"**Offered Price**" has the meaning ascribed to it in Section 12.10(c);

"**Offered Preferred Terms**" has the meaning ascribed to it in Section 12.2;

"**Offered Securities**" has the meaning ascribed to it in Section 12.6;

"**Offered Terms**" has the meaning ascribed to it in Section 12.10(d);

"**Ordinary Directors**" has the meaning ascribed to it in Section 3.3;

"**Ordinary Share Equivalents**" means any Equity Security of the Company, which is, by its terms, convertible into or exchangeable or exercisable for Ordinary Shares or other share capital of the Company, including the Preferred Shares;

"**Ordinary Shareholder**" means a holder of any Ordinary Share (other than solely as a result of receiving Ordinary Shares upon conversion of Preferred Shares and/or upon exercise of a contractual right of first refusal);

"**Ordinary Shares**" means ordinary shares of par value of US$0.0001 each in the capital of the Company;

"**Overallotment Period**" has the meaning ascribed to it in Section 12.11(d);

"**Permitted Transfer**" has the meaning ascribed to it in Section 13.7;

"**Permitted Transferee**" has the meaning ascribed to it in Section 13.7;

"**Person**" or "**person**" means any natural person, firm, partnership, association, corporation, company, trust, public body or government or other entity;

"**Phoenix**" has the meaning ascribed to it in the preamble

"**Potential Purchaser**" has the meaning ascribed to it in Section 17.1;

"**PRC**" means the People's Republic of China, but solely for the purposes of this Agreement, excluding Hong Kong, the Macau Special Administrative Region and the islands of Taiwan;

"**PRC Companies**" has the meaning ascribed to it in the preamble and "**PRC Company**" means any one of them;

"**Preferred Directors**" means the API Director, the BRV Director, the Source Code Director, the Kunlun Director and Phoenix Director, and "**Preferred Director**" means any one of them;

"**Preferred Directors Majority**" means any three (3) out of five (5) Preferred Directors;

"**Preferred Majority**" means the holders of at least fifty percent (50%) of the Preferred Shares, voting together as a single class and on an as-converted basis;

"**Preferred Purchase Right Period**" has the meaning ascribed to it in Section 12.3;

"**Preferred Right of First Refusal**" has the meaning ascribed to it in Section 12.9;

"**Preferred Selling Shareholder**" has the meaning ascribed to it in Section 12.1;

"**Preferred Shares**" means the Series A Shares, the Series B Shares, and/or the Series C Shares;

"**Preferred Share Purchase Agreement**" means the Preferred Share Purchase Agreement by and among the Group Companies, the Key Holders, Source Code, Kunlun, BRV and Phoenix dated as of December 9, 2016;

"**Preferred Shareholders**" means the Series A Shareholders, the Series B Shareholders, and the Series C Shareholders, and "**Preferred Shareholder**" means any one of them;

"**Preferred Transfer Notice**" has the meaning ascribed to it in Section 12.2;

"**Pro Rata Portion**" has the meaning ascribed to it in Section 11.3;

"Pro Rata Share" has the meaning ascribed to it in Section 12.11(b);

"**Proposed Preferred Transfer**" has the meaning ascribed to it in Section 12.1;

"**Proposed Preferred Transferee**" has the meaning ascribed to it in Section 12.1;

"**Proposed Transfer**" has the meaning ascribed to it in Section 12.6;

"**Proposed Transferee**" has the meaning ascribed to it in Section 12.6;

"**Purchase Right Period**" has the meaning ascribed to it in Section 12.11(a);

"**Qualified IPO**" means the Company's firmly underwritten initial public offering of Ordinary Shares (or Ordinary Share Equivalents) in the United States of America by an internationally recognized investment bank approved by the Board (including the approval of the Preferred Directors Majority) that has been registered under the Securities Act, at a public offering price per share corresponding to a pre-money, at-IPO valuation of the Company of at least US$1,000,000,000 with net proceeds to the Company of at least US$300,000,000 (excluding underwriting discounts, commissions and expenses) or in a substantially similar public offering of Ordinary Shares or Ordinary Share Equivalents (or as the case may be, the shares or Equity Securities of the relevant entity resulting from any merger, reorganization or other arrangements made by or to the Company for the purposes of such public offering) in a jurisdiction and on an internationally recognized securities exchange outside of the United States of America approved by the Preferred Majority and the Board (including the approval of the Preferred Directors Majority), provided that such public offering price, offering proceeds and regulatory approval is reasonably equivalent to the aforementioned public offering in the United States of America. Notwithstanding the foregoing, any initial public offering of Ordinary Shares (or Ordinary Share Equivalents) not meeting the requirements above may nevertheless be deemed to be a Qualified IPO with the prior written consent (which, for the avoidance of doubt, may be delayed, withheld or conditioned at each such Shareholder's sole discretion) of the Preferred Majority;

"**Registrable Securities**" has the meaning ascribed to it in Section 2(b) of the Schedule 2;

"**Registrable Securities then outstanding**" has the meaning ascribed to it in Section 2(c) of Schedule 2;

"**Request Notice**" has the meaning ascribed to it in Section 3(a) of the Schedule 2;

"**Right of Co-Sale**" has the meaning ascribed to it in Section 13.1;

"**Right of Participation Overallotment Period**" has the meaning ascribed to it in Section 11.4;

"**Rule 144**" shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission;

"**SEC**" or "**Commission**" means the Securities and Exchange Commission of the United States of America or any other federal agency for the time being administering the Securities Act;

"**Second Notice**" has the meaning ascribed to it in Section 12.11(d);

"**Securities Act**" means the Securities Act of 1933 of the United States of America, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time;

"**Selling Shareholder**" has the meaning ascribed to it in Section 12.6;

"**Series A Investors**" has the meaning ascribed to it in the preamble;

"**Series A Shareholders**" means the Series A-1 Shareholders and the Series A-2 Shareholders, and "**Series A Shareholder**" means any one of them;

"**Series A Shares**" means the Series A-1 Shares and the Series A-2 Shares;

"**Series A-1 Shares**" means the series A-1 preference shares of par value of US$0.0001 each in the capital of the Company;

"**Series A-1 Shareholder**" means any holder of Series A-1 Shares;

"**Series A-2 Shares**" means the series A-2 preference shares of par value of US$0.0001 each in the capital of the Company;

"**Series A-2 Shareholders**" means any holder of Series A-2 Shares;

"**Series B Investors**" has the meaning ascribed to it in the preamble;

"**Series B Shareholders**" means the Series B-1 Shareholders, the Series B-2 Shareholders, and the Series B-3 Shareholders "**Series B Shareholder**" means any one of them;

"**Series B Shares**" means the Series B-1 Shares, the Series B-2 Shares and the Series B-3 Shares;

"**Series B-1 Shares**" means the series B-1 preference shares of par value of US$0.0001 each in the capital of the Company;

"**Series B-1 Shareholder**" means any holder of Series B-1 Shares;

"**Series B-2 Shares**" means the series B-2 preference shares of par value of US$0.0001 each in the capital of the Company;

"**Series B-2 Shareholder**" means any holder of Series B-2 Shares;

"**Series B-3 Shares**" means the series B-3 preference shares of par value of US$0.0001 each in the capital of the Company;

"**Series B-3 Shareholder**" means any holder of Series B-3 Shares;

"**Series C Investors**" has the meaning ascribed to it in the preamble;

"**Series C Shareholders**" means the Series C-1 Shareholders, the Series C-2 Shareholders, the Series C-3 Shareholders, the Series C-4 Shareholders, the Series C-5 Shareholders; "**Series C Shareholder**" means any one of them;

"**Series C Shares**" means the Series C-1 Shares, the Series C-2 Shares, the Series C-3 Shares, the Series C-4 Shares, and the Series C-5 Shares;

"**Series C-1 Shares**" means the series C-1 preference shares of par value of US$0.0001 each in the capital of the Company;

"**Series C-1 Shareholder**" means any holder of Series C-1 Shares;

"**Series C-2 Shares**" means the series C-2 preference shares of par value of US$0.0001 each in the capital of the Company;

"**Series C-2 Shareholder**" means any holder of Series C-2 Shares;

"**Series C-3 Shares**" means the series C-3 preference shares of par value of US$0.0001 each in the capital of the Company;

"**Series C-3 Shareholder**" means any holder of Series C-3 Shares;

"**Series C-4 Shares**" means the series C-4 preference shares of par value of US$0.0001 each in the capital of the Company;

"**Series C-4 Shareholder**" means any holder of Series C-4 Shares;

"**Series C-5 Shares**" means the series C-5 preference shares of par value of US$0.0001 each in the capital of the Company;

"**Series C-5 Shareholder**" means any holder of Series C-5 Shares;

"**Shareholders**" means any or all of those persons and entities at any time holding any Shares of the Company and "**Shareholder**" means any one of them;

"**Shares**" means any of the Ordinary Shares, the Series A Shares, the Series B Shares, and the Series C Shares;

"**Source Code**" has the meaning ascribed to it in the preamble;

"**Source Code Director**" has the meaning ascribed to it in Section 3.2;

"**Strategic Investor**" has the meaning ascribed to it in Section 4.2(c);

"**Subsidiary**" or "**subsidiary**" means, as of the relevant date of determination, with respect to any Person (the "subject entity"), (i) any Person (x) more than 50% of whose shares or other interests entitled to vote in the election of directors or (y) more than a fifty percent (50%) interest in the profits or capital of such Person are owned or controlled directly or indirectly by the subject entity or through one (1) or more Subsidiaries of the subject entity, (ii) any Person whose financial statements, or portions thereof, are or are intended to be consolidated with the financial statements of the subject entity for financial reporting purposes in accordance with IFRS or US GAAP, or (iii) any Person with respect to which the subject entity has the power to control or otherwise direct the business and policies of that entity directly or indirectly through another subsidiary or otherwise;

"**Subsidiary Boards**" means the boards of directors from time to time of the PRC Companies, the HK Co and any other Subsidiary of the Company, and a "**Subsidiary Board**" means any of them;

"**Tianjin Happy Fenqi**" has the meaning ascribed to it in the preamble;

"**Tianjin Happy Time**" has the meaning ascribed to it in the preamble;

"**Tianjin Qufenqi**" has the meaning ascribed to it in the preamble;

"**Trade Sale**" means a Liquidation Event, or sale, through one or a series of transactions, of all or substantially all of the Equity Securities or assets or undertaking of the Company;

"**Transaction Documents**" has the meaning ascribed to it in the Preferred Share Purchase Agreement;

"**Transfer**" means any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind, including, without limitation, transfers pursuant to divorce or legal separation, transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary, involuntarily or by operation of law, directly or indirectly;

"**Transfer Notice**" has the meaning ascribed to it in Section 12.10;

"**Unsubscribed Securities**" has the meaning ascribed to it in Section 13.6;

"**US$**" means United States dollars, the lawful currency of the United States of America;

"**US GAAP**" means the generally accepted accounting principles in the United States of America in effect, as amended from time to time;

"**Violation**" has the meaning ascribed to it in Section 12(a) of the Schedule 2; and

"**WFOE**" has the meaning ascribed to it in the preamble.

1.2 In this Agreement:

(a) references to recitals, Sections, Schedules and Exhibits are to the clauses and sub-clauses of, and the recitals, schedules and exhibits to, this Agreement;

(b) references to any statutory provision or any rule or regulation (whether or not having the force of law) shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted from time to time and to any subordinate legislation made under such statutory provision;

(c) references to parties are to parties of this Agreement;

(d) words importing the singular include the plural and vice versa, words importing one gender include both genders, and references to persons include bodies corporate and unincorporated; and

(e) headings are for ease of reference only and shall not affect the interpretation of this Agreement.

1.3 The recitals, the Schedules and the Exhibits form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals, the Schedules and the Exhibits.

1.4 The expressions "**Ordinary Shareholders**", "**Series A Shareholders**", "**Series A-1 Shareholder**", "**Series A-2 Shareholders**", "**Series B Shareholders**", "**Series B-1 Shareholders**", "**Series B-2 Shareholders**", "**Series B-3 Shareholders**", "**Series C Shareholders**", "**Series C-1 Shareholders**", "**Series C-2 Shareholders**", "**Series C-3 Shareholders**", "**Series C-4 Shareholders**", "**Series C-5 Shareholders**", and "**Preferred Shareholders**" shall, where the context permits, include their respective successors, assigns and personal representative (where applicable).

2. BUSINESS OF THE GROUP

2.1 The Group Companies shall not conduct any business or activity other than the Business and otherwise in accordance with the Transaction Documents and the business plans approved by the Board from time to time.

3. BOARD CONSTITUTION AND BOARD AND SHAREHOLDERS' MEETING

3.1. The maximum number of persons comprising the Board shall initially be eleven (11), of which four (4) seats shall be vacant (the "**Ordinary Vacant Seats**"), and which number of members shall not be changed, nor the vacant seats filled, unless otherwise approved in writing by the Preferred Majority.

3.2. Each of API, BRV, Source Code, Phoenix and Kunlun shall be entitled to elect, remove and replace one (1) director of the Board (the director elected by BRV, the "**BRV Director**"; the director elected by Source Code, the "**Source Code Director**"; the director elected by Kunlun, the "**Kunlun Director**"; director of the Board; the director elected by Phoenix, the "**Phoenix Director**" and the director elected by API, the "**API Director**") .The Group Companies and the Key Holders shall cause one (1) representative nominated by API to be elected to any Subsidiary Board upon the request of API, provided that API is still entitled to elect, remove and replace one (1) director of the Board at the time of issuing the aforesaid request. The Group Companies and the Key Holders shall cause one (1) representative nominated by each of API, BRV, Source Code, Phoenix and Kunlun to be elected to any Subsidiary Board. Each of API, BRV, Source Code, Phoenix and Kunlun shall also be entitled to appoint an observer (each an "**Observer**") to the Board to attend all Board meetings in a non-voting capacity. The Company shall reimburse API, BRV, Source Code, Phoenix and Kunlun (and/or their Associates) for all reasonable out-of-pocket expenses incurred by their respective Preferred Directors and Observers in attending Board meetings and for any other services as a Director or an Observer of the Company and/or any Subsidiary of the Company.

3.3. The Founder Holdco shall be entitled to elect two (2) directors of the Board of the Company (the "**Ordinary Directors**", each an "**Ordinary Director**"), one of whom shall be the then current chief executive officer of the Company, who shall be entitled to vote for the Ordinary Vacant Seats.

3.4. Within three (3) months after the date hereof, the Board shall establish (a) a compensation committee (the "**Compensation Committee**") to (i) establish, monitor, and review, at least annually, performance guidelines and make recommendations with respect to the Board as to remuneration policies for the Company's senior management, directors, and other key employees, (ii) identify suitably qualified directors and senior management, if necessary, and recommend their appointment and removal to the Board, (iii) review with management on a regular basis to ensure that the Group's human resources policies comply with applicable Laws and regulations, and (iv) handle any other matters delegated to such committee by the Board, (b) an audit committee (the "**Audit Committee**") to oversee and manage (i) the Company's accounting and financial reporting processes, including any internal audit function, (ii) hire and, as needed, terminate auditors to conduct external audits of the Group Companies' financial statements, and (iii) any other matters delegated to such committee by the Board, and (c) a risk committee (the "**Risk Committee**") to (i) formulate criteria for the evaluation of credit risk and other related risks associated with the Group's business, (ii) establish, monitor, review, and revise the Group's internal controls policies with respect to managing such credit and other risks, and (iii) review with management on a regular basis the continued implementation of such internal controls policies and the Group's current state as to credit risk management, with each such committee having a charter being reasonably acceptable to the Majority Series C Shareholders, the Majority Series B Shareholders, and the Majority Series A Shareholders. The maximum number of persons comprising each of the Compensation Committee, the Audit Committee, and the Risk Committee shall initially be three (3), and which number of members shall not be changed unless otherwise approved in writing by the Preferred Directors Majority. The API Director shall be, and the Shareholders shall take all actions to procure that the API Director be, appointed to be a member of each of the foregoing committees and any other committees to be established by the Board. The majority of the members of the Board (including the consent of the Preferred Directors Majority) shall appoint the other members of each such committee.

3.5. Each party agrees to elect, or to procure its representatives to elect, the persons nominated by the other parties to the Board in accordance with this Agreement. A Director can only be removed from the Board of the Company by the party or parties which appointed him/her, unless such Director resigns voluntarily or the term of his/her service expires, in which case the party or parties entitled to appoint such Director shall be entitled to appoint a replacement to fill the vacancy thus created.

3.6. Each of the Board and the Subsidiary Boards shall convene at least once each quarter in each fiscal year.

3.7. In relation to meetings of the Board and the Subsidiary Boards, each director shall be given not less than ten (10) Business Days' written notice of meetings, but any meeting held without such notice having been given to all Directors shall be valid if all the directors entitled to vote at the meeting waive notice of the meeting in writing; and for this purpose, the presence of a director at a meeting shall be deemed to constitute a waiver on his or her part in respect of such meeting.

3.8. Not less than five (5) Directors (including API Director) in attendance in person, telephone, video conference or other medium of simultaneous voice communication shall constitute a quorum. Any resolution of the Board (or any Subsidiary Board) must be approved in accordance with the Transaction Documents and by a majority of the directors of the Board present at a meeting at which there is a quorum in order to be valid. A resolution signed by all members of the Board (or any Subsidiary Board) entitled to receive notice of a meeting of the Board (or Subsidiary Board) shall be as valid and effectual for all purposes as a resolution of such directors duly passed at a meeting of the Board (or Subsidiary Board) duly convened, held and constituted, provided that resolutions relating to matters provided in Section 4 shall not be effective unless and until any consent of the relevant Shareholders as required under Section 4 has been obtained. A meeting of the Board of the Directors will be adjourned to the same time and place seven (7) Business Days later if a quorum is not present at that Board meeting within half an hour from the time appointed for the meeting. If at such adjourned meeting a quorum is still not present within forty-five (45) minutes from the time appointed for the meeting, the Directors representing at least five (5) votes present in person or by proxy shall constitute a quorum, provided that any matters approved by the Directors at such meeting shall be subject to any approvals required by the Transaction Documents, including but not limited to Section 4 of this Agreement. Except for the business as outlined in the notice to Directors, no other business shall be transacted thereat.

3.9. To the maximum extent permitted by the law of the jurisdiction in which the Company or any of its Subsidiary is organized and the Memorandum and Articles of Association and the Charter Documents of Subsidiaries of the Company, the Company and each Subsidiary of the Company (as the case may be) shall indemnify and hold harmless each of its directors. At the request of any Preferred Director, the Company shall obtain within ninety (90) days of the date upon receipt of the notice of such Preferred Director a commercially reasonable directors and officers liability insurance policy from financially sound and reputable insurers, the amount of which shall be approved by the Board (including the Preferred Directors Majority). Promptly following receipt of such directors and officers liability insurance policy, the Company shall provide to each of API, BRV, Source Code, Phoenix and Kunlun a copy of such policy and any related questionnaire as requested by API, BRV, Source Code , Phoenix or Kunlun. The Preferred Directors and Observers shall be entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with attending board meetings and for any other services as a director or an observer of the Company or any of its Subsidiaries.

3.10. The Board shall give not less than ten (10) Business Days' notice of meetings of Shareholders to those persons whose names on the date the notice is given appear as Shareholders in the register of members of the Company and are entitled to vote at the meeting in accordance with the Memorandum and Articles of Association of the Company.

3.11. A meeting of the Shareholders is duly constituted if, at the commencement of and throughout the meeting, there are present in person or by proxy the holders of more than fifty percent (50%) of the then outstanding Ordinary Shares and the Majority Series A Shareholders, the Majority Series B Shareholders, and the Majority Series C Shareholders. Subject always to Section 4 and to the extent permitted by applicable Law, regardless of whether the Ordinary Shares (excluding the Ordinary Shares issuable upon the conversion of the Preferred Shares) account for more or less than fifty percent (50%) of the total issued voting Shares (on a fully-diluted and as-converted basis), only with respect to a shareholder vote at a meeting on the subject matter of appointing and/or changing the chief executive officer of the Group, the votes cast by the Ordinary Shareholders as of the date hereof shall be deemed to represent fifty-one percent (51%) of the total issued voting Shares (on an as-converted basis) (the "**Founder Supervoting Right**"); *provided that*, notwithstanding any other provision of this Agreement, the Founder Supervoting Right shall be specific to the Founder and the Founder Holdco, and shall not be transferable or assignable; *provided further that* the Founder Supervoting Right may be exercised by the Founder and the Founder Holdco if and only if (i) the Founder holds no less than twenty percent (20%) of the outstanding share capital of the Company (on a fully-diluted and as-converted basis), (ii) the Founder holds the position of CEO with the Group and has not breached any agreement that he has entered into with a Group Company or any other policy of any Group Company, (iii) the Founder is and has always been in full compliance with all of its, and the Founder Holdco's, obligations under the Transaction Documents, (iv) the Founder has not taken any action that, directly or indirectly, results in adversely affecting the interests of any Group Company and/or the Shareholders (including without limitation misappropriating the confidential information, intellectual properties, or other properties of the Group directly or indirectly), (v) the Founder has not been convicted (including convicted by a plea of no contest) of a felony or equivalent, or any crime involving fraud, dishonesty or moral turpitude (or has not lost any corresponding or similar civil case), (vi) the Founder has not violated any applicable Laws in such manner that it results in adversely affecting the interests of any Group Company and/or the Shareholders, and has not taken any dishonest or fraudulent actions, or any other unethical actions that adversely affect public welfare, and (vii) the Founder is, at all times, fit to act as a CEO based on, and in accordance, with criteria set forth by applicable Laws and regulations.

3.12. A meeting of Shareholders will be adjourned to the same time and place seven (7) Business Days later if a quorum is not present at that Shareholders' meeting within half an hour from the time appointed for the meeting. If at such adjourned meeting a quorum is still not present within forty-five (45) minutes from the time appointed for the meeting, subject to Section 4, the Shareholders present shall constitute a quorum. Except for the business as outlined in the notice to Shareholders, no other business shall be transacted thereat.

3.13. Each Preferred Share shall carry such number of votes equal to the number of votes of Ordinary Shares then issuable upon the conversion of such Preferred Share. The holders of Preferred Shares and the holders of Ordinary Shares shall vote together and not as a separate class unless otherwise required herein or in the Memorandum and Articles of Association or by applicable laws.

3.14. Any shareholders' meeting of any Group Company and any meeting of the Board or a Subsidiary Board may be held, and any shareholder or director as the case may be, may participate in such meeting in attendance in person, or by means of telephone, video conference or other medium of simultaneous voice communication, and such participation shall be deemed to constitute presence in person at the meeting.

3.15. Upon the failure of any party hereto to vote its Shares in accordance with the terms of this Agreement, such party hereby grants to an individual designated by the Board a proxy coupled with an interest in all Shares owned by such party, which proxy shall be irrevocable until this Agreement terminates pursuant to its terms or this Section 3.15 is amended to remove such grant of proxy in accordance with Section 26.1 below, to vote all such Shares in the manner provided in Section 3.

4. MATTERS REQUIRING SPECIAL CONSENT

4.1. In addition to any other vote or consent required elsewhere in this Agreement, the Memorandum and Articles of Association or by any applicable statute, each of the Group Companies shall not, and the Key Holders shall procure that each of the Group Companies does not, directly or indirectly, carry out any of the following actions, and no affirmative board or members' resolutions shall be adopted to directly or indirectly approve or carry out the same, except with the prior written consent of the Preferred Majority:

(a) any amendment or change of the rights, preferences, privileges, or powers of, or the restrictions provided for the benefit of, the Preferred Shares;

(b) any action that authorizes, creates or issues, or obligates the Company to authorize, create or issue, shares of any class of capital stock of the Company, or instruments that are convertible into shares, having preferences superior to or on a parity with the Preferred Shares;

(c) any action that reclassifies any outstanding Shares of the Company;

(d) any issuance by any Group Company of any securities or any instruments that are convertible into securities, or any increase or decrease in the number of authorized Ordinary Shares or Preferred Shares of the Company or of the share capital of any other Group Company, excluding (x) any issuance of Ordinary Shares upon conversion of the Preferred Shares, (y) any issuance of Ordinary Shares (or options or warrants therefor) to officers, directors, employees and consultants of any Group pursuant to the ESOP or other similar arrangement approved by the members of the Company in accordance herewith, and (z) any issuance by any Group Company of any equity securities of any Group Company pursuant to any other existing contractual arrangement binding upon such Group Company as of the date hereof;

(e) any adoption, amendment or waiver of any provision of the Memorandum and Articles of Association of the Company or any similar organizational documents of any other Group Company;

(f) the liquidation, dissolution or winding up of any Group Company;

(g) any sale, transfer, license, creating pledge or encumbrance over, or disposal of any technology or intellectual property owned by any Group Company, other than licenses granted in the ordinary course of business;

(h) authorizing or consummating a Liquidation Event or authorizing or consummating the merger, acquisition, reorganization, consolidation, business combination or similar transaction, or sale, conveyance or other disposition of all or substantially all of the assets, or exclusive licensing of all or substantially all of the intellectual property of any Group Company;

(i) the declaration or payment of a dividend on the capital stock of any Group Company;

(j) the redemption or repurchase of any capital stock, other than repurchase from employees upon termination of their employment at the original purchase price or pursuant to contractual rights of first refusal;

(k) incurrence of indebtedness for money borrowed in excess of US$500,000 per commitment or US$500,000 in the aggregate by any Group Company, except for those arising in the ordinary course of business (including without limitation loans from shareholders, financial institutions, financial assets exchanges and network platforms, debt financing and other asset-related cooperation);

(l) the creation of any new Subsidiaries or joint ventures, or having any Subsidiary that is not wholly owned by any Group Company;

(m) a public offering of or other listing of the Equity Securities of the Company or any of its Subsidiaries, including the selection of any underwriter for such offering;

(n) any termination of, unapproved amendment to or breach of any contracts among the Group Companies designed to provide the Company with control over, and the ability to consolidate the financial statements of, direct or indirect subsidiaries and/or controlled entities, including without limitation termination of, or any material amendment to, the Control Documents;

(o) any transactions involving a Group Company, on the other hand, and any Group Company's employees, officers, directors or shareholders or any Associate of Group Company's shareholder or any of its officers, directors or shareholders, on the other hand, with an aggregate value in excess of US$50,000 in a financial year;

(p) the issuance or reservation of Ordinary Shares under the ESOP (as adjusted to reflect any subsequent bonus issue, share split, reverse share split, share dividend, consolidation, subdivision, reclassification, recapitalization or other similar transaction of the Company);

(q) any amendment to the foregoing items; and

(r) any agreement or commitment by any Group Company to do any of the foregoing items.

4.2. In addition to any other vote or consent required elsewhere in this Agreement, the Memorandum and Articles of Association or by any applicable law, each of the Group Companies shall not, and the Key Holders shall procure that each of the Group Companies does not, directly or indirectly, carry out any of the following actions, and no affirmative board or members' resolutions shall be adopted to directly or indirectly approve or carry out the same, except in any such case with the prior written consent of API:

(a) liquidate, dissolve or wind-up the affairs of any Group Company, or effect a transaction constituting a "Liquidation Event";

(b) amend, alter, or repeal any provision of the Memorandum and Articles of Association, or other Charter Documents of any Group Company (including but not limited to increasing or decreasing the authorized number of members of the Board and the board of any Subsidiary of any Group Company);

(c) create or authorize the creation of or issue any Equity Security of any Group Company, having rights, preferences or privileges senior to or on parity with the Series C-1 Shares or increase the authorized number of shares of Ordinary Shares or any Ordinary Share Equivalents; provided, however, that only the consent of the Preferred Majority shall be required hereunder to approve a bona fide financing of the Company occurring after the date hereof at a pre-money valuation of at least US$800,000,000 and a post-money valuation of at least US$1,000,000,000 so long as (A) no Strategic Investor participates, and (B) no rights of any investor in such financing, individually or in the aggregate, shall, directly or indirectly, disproportionately and adversely impact API (the "**New Financing**"); a "**Strategic Investor**" shall mean an investor which has, or any affiliate of which has, an internet finance, lending or similar business;

(d) purchase or redeem or pay any dividend on any Equity Securities of any Group Company (other than any repurchase of Equity Securities from former employees or consultants in connection with the cessation of their employment/services, at the lower of fair market value or cost);

(e) create, incur or authorize the creation of any debt (including without limitation the issuance of any debt securities) if the Group Companies' aggregate indebtedness would exceed US$200,000, or guarantee any indebtedness, except for trade accounts of the Group Companies arising in the ordinary course of business;

(f) create any liens over assets except to serve any indebtedness otherwise permitted or previously approved pursuant to paragraph (e) above;

(g) make any loan or advance other than trade credit given in the ordinary course of business, except to wholly-owned subsidiaries of the Company;

(h) approve, extend or amend (i) any transaction or agreement with a shareholder, director, officer or employee in an amount in excess of US$50,000, except pursuant to the Company's ESOP, (ii) any non-monetary transactions involving granting of exclusivity or other material rights to a third party, and (iii) transactions or agreements (including any termination or amendment) related to the Control Documents;

(i) amend the ESOP or approve any new equity-based compensation plan or any bonus or incentive plan; and administer the ESOP or any bonus or incentive plan;

(j) change the Business of the Group Companies, enter new lines of business, or exit any current line of business;

(k) sell, transfer, license out, pledge or encumber technology or intellectual property, other than licenses granted in the ordinary course of business;

(l) merge, amalgamate or consolidate any Group Company with any other person, or sell, transfer or otherwise dispose of any Group Company or any material asset or goodwill of any Group Company;

(m) purchase any real property;

(n) change the capital structure (including authorized or issued share capital or ownership thereof) of the Company or any other Group Company;

(o) invest in or acquire any other person, or any assets, business, business organization or division of any other person, or form any new subsidiary of any member of the Group;

(p) enter into any joint venture or partnership;

(q) adopt the annual business plan and budget of the Group, amend any then-current business plan or budget, or approve any spending that would exceed the amount approved in the then current annual budget by 10%;

(r) commence, terminate or settle any litigation or arbitration in which the amount in dispute is or could reasonably be expected to exceed US$100,000;

(s) select or change the external auditor, or make any material changes to the accounting policies or change the financial year of the Group;

(t) appointment, replacement, or removal of the chief executive officer, the chief financial officer, the chief risk officer, or any other senior officer or member of senior management of any Group Company;

(u) sale, lease, or other disposal of more than US$200,000 of any assets or property of any Group Company in any financial year; or

(v) agree or undertake to do any of the foregoing.

For the avoidance of doubt, any public offering of, or other listing of the securities of, the Company or any Group Company, including the selection of any underwriter for such offering, shall be subject only to the prior written consent of the Preferred Majority.

4.3. Notwithstanding the foregoing, any matter that is solely in connection with, and directly necessary for, the consummation of the New Financing, as specifically set forth in Sections 4.2(b), 4.2(c), 4.2(h)(ii) (but in the case of such Section solely to the extent of granting exclusivity to a prospective investor in connection with the New Financing (i.e. at the term sheet stage and/or at the signing of the share purchase agreement or equivalent prior to the closing)), and 4.2(n), and then only with respect to matters involving the Company and not any other Group Company, shall only be subject to the consent of the Preferred Majority hereunder, in each case as long as no Strategic Investor participates in such New Financing.

4.4. Notwithstanding any other provision in this Agreement, where any act or matter specified in Section 4.1 and Section 4.2 hereof requires a Special Resolution (as defined in the Memorandum and Articles of Association) of the Company in accordance with the Statute (as defined in the Memorandum and Articles of Association), and the requisite approval(s) has not yet been obtained in accordance with Section 4.1 and Section 4.2, the Preferred Shareholders who vote against such act or matter at a meeting of the Shareholders shall have the voting rights equal to all the Shareholders of the Company who vote in favour of the resolution plus one (1).

4.5. Each Shareholder agrees to vote all of its Shares from time to time and at all times, in whatever manner shall be necessary to authorize an increase in the authorized share capital of the Company so that there will be sufficient Ordinary Shares available for conversion of all of the then-outstanding Preferred Shares at any time that an adjustment to the relevant conversion price with respect to the Preferred Shares is made under the Memorandum and Articles of Association.

5. CONFIDENTIALITY; EXCLUSIVITY

5.1. The terms and conditions of this Agreement (including its existence) shall be confidential information and shall not be disclosed by any party to this Agreement or any of its Associates to any person not being a party hereto except with the prior written consent of each Preferred Shareholder.

5.2. Notwithstanding Section 5.1, each party to this Agreement may disclose the terms of this Agreement to its employees, investment bankers, lenders, accountants, attorneys, business partners, directors, shareholders, senior management and bona fide prospective investors, in each case only where such persons or entities are under appropriate non-disclosure obligations. For the avoidance of doubt, other than disclosures to the foregoing permitted persons, none of the parties to this Agreement may disclose the investment amounts in relation to the Preferred Shares held by the Preferred Shareholders, the valuation of the Company, the rights and privileges of the Preferred Shareholders under this Agreement and the Transaction Documents and the share capital structure of the Company to any person except with the prior written consent of each Preferred Shareholder.

5.3. In the event that any party becomes legally compelled (including without limitation, pursuant to applicable securities laws and regulations) to make disclosure not permitted under Sections 5.1 and 5.2, such party (the **"Disclosing Party"**) shall provide the other parties (the **"Non-Disclosing Parties"**) with prompt written notice of that fact so that the appropriate party may seek (with the co-operation and reasonable efforts of the other parties) a protective order, confidential treatment or other appropriate remedies. In such event, the Disclosing Party shall furnish only that portion of the information which is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information to the extent reasonably requested by any Non-Disclosing Parties.

5.4. Each of the Group Companies and the Key Holders acknowledges and agrees that none of the Preferred Shareholders will maintain an exclusive relationship with the Company and nothing contained herein shall prevent any Preferred Shareholder, any of its Associates or members from entering into any business, entering into any agreement with a third party, or investing in, evaluating or engaging in investment discussions with any other company (whether or not competitive with any of the Group Companies).

5.5. The obligations of each party hereto under this Section 5 shall survive any termination or expiration of this Agreement.

6. NO ISSUES OR TRANSFERS TO, OR TRANSACTIONS WITH, COMPETITORS

6.1. Without the prior written consent of API, and subject to the rights, preferences and privileges of the Series C Shareholders set forth in the Transaction Documents:

(a) No Group Company shall, directly or indirectly, issue or sell any Equity Securities of any Group Company to any Competitor;

(b) No Shareholder shall, directly or indirectly, Transfer any Equity Securities of any Group Company to any Competitor; and

(c) No Group Company shall, directly or indirectly, undertake or agree to undertake any single transaction or series of related transactions with any Competitor (other than non-equity related transactions in the ordinary course of business under US$50,000 in the aggregate in any given calendar year).

6.2. For purposes of this Section 6, "**Competitor**" means the following entities and each such entity's subsidiaries and/or Associates, and/or any survivors or successors of any such entity: (i) 腾讯 (Tencent) and any entity in which it or its Associates is, directly or indirectly, at least a 30% shareholder; (ii) 百度 (Baidu) and any entity in which it or its Associates is, directly or indirectly, at least a 30% shareholder; (iii) 京东 (JD); (iv) 银联 (Unionpay); (v) 平安 保险 (China Ping' An); (vi) 苏宁 (Suning); (vii) 亚马逊 (Amazon); (viii) eBay; (ix) Paypal; (x) 小米 (Xiaomi); and (xi) 万达 (Wanda). API shall be entitled to update the foregoing list at least every twelve (12) months.

7. DIVIDENDS

7.1. The parties acknowledge and agree that the Preferred Shareholders shall be entitled to receive, when and if declared by the Board, on an annual basis, preferential, non-cumulative dividends as provided in the Company's Memorandum and Articles of Association.

8. USE OF SHAREHOLDERS' NAME OR LOGO

8.1. Except with the prior written authorization of BRV or the BRV Director, none of the Company or the Group Companies shall be entitled to use, publish or reproduce the name, trademark or logo of, "**BlueRun**", "**BlueRun Ventures**", "蓝驰", "蓝驰创投", or any similar name, trademark and/or logo in any of their marketing, advertising or promotion materials or otherwise for any marketing, advertising or promotional purposes.

8.2. Except with the prior written authorization of Source Code or the Source Code Director, none of the Company or the Group Companies shall be entitled to use, publish or reproduce the name, trademark or logo of "**Source Code**", "**Source Code Fund**", "源码", "源码资本" or any similar name, trademark and/or logo in any of their marketing, advertising or promotion materials or otherwise for any marketing, advertising or promotional purposes.

8.3. Except with the prior written authorization of Kunlun of the Kunlun Director, none of the Company or the Group Companies shall be entitled to use, publish, or reproduce the name, trademark or logo of "**Kalends**", "**Kunlun-inc**", "昆仑", "昆仑万维", or any similar name, trademark and/or logo in any of their marketing, advertising or promotion materials or otherwise for any marketing, advertising or promotional purposes.

8.4. Without the prior written consent of API, none of the Group Companies and the parties hereto (other than API) shall, and each foregoing Person shall cause any of its Associates not to, (i) use in advertising, publicity, announcements, or otherwise, the name of API or any of its Associates, either alone or in combination of, including "阿里巴巴"(Chinese equivalent for "Alibaba"), "淘宝"(Chinese equivalent for "Taobao") "阿里"(Chinese equivalent for "Ali"), "全球速卖通"(Chinese brand for "AliExpress"),"淘"(Chinese equivalent for "Tao"), "天猫"(Chinese equivalent for "Tmall"), "一淘"(Chinese equivalent for "eTao"), "聚划算"(Chinese equivalent for "Juhuasuan"), "阿里旅行 去啊"(Chinese equivalent for Alitrip), "阿里妈妈"(Chinese equivalent for "Alimama"), "阿里云"(Chinese equivalent for "Aliyun"), "云OS"(Chinese equivalent for "YunOS"), "万网"(Chinese brand for "HiChina"), "口碑"(Chinese equivalent for "Koubei'), "虾米"(Chinese equivalent for "Xiami"), "蚂蚁金服"(Chinese brand for "Ant Financial"), "蚂蚁"(Chinese brand for "Ant"), "支付宝" (Chinese brand for "Alipay"), "小微金服" (Chinese equivalent for "Xiao Wei Jin Fu"), "1688", "来往"(Chinese equivalent for "Laiwang"), "一达通"(Chinese equivalent for "OneTouch"), "友盟"(Chinese equivalent for "Umeng"), "酷盘"(Chinese equivalent for "Kanbox / Kupan"), "天天动听"(Chinese equivalent for "TTPOD", "优视" (Chinese equivalent for "UC / UCWeb", "高德"(Chinese equivalent for "AutoNavi"), "去啊" (Chinese equivalent for "Alitrip"), "钉钉"(Chinese equivalent for "DingTalk"), "余额宝"(Chinese equivalent for "Yu'e Bao"), , "招财宝" (Chinese equivalent for Zhaocaibao), "芝麻信用" (Chinese equivalent for Sesame Credit), "Alibaba", Taobao", "Ali", "AliExpress", "Tao", "Tmall", "eTao", "Juhuasuan", "Alitrip", "Alimama", "Aliyun", "YunOS", "HiChina", "Koubei", "Xiami", "Ant Financial", "Ant", "Alipay", "Xiao Wei Jin Fu", "Laiwang", "OneTouch", Umeng", "Kanbox", "Kupan", "TTPOD", "UCWeb", "UC", "AutoNavi", "DingTalk", "Yu'e Bao", "Zhaocaibao", "Sesame Credit", "11 Main", the associated devices and logos of the above brands (including the smiling face device of Alibaba Group, the cow device of Alibaba.com, ant device of Taobao, Tao doll device of Taobao, cat device of Tmall, Juxiaomeng device of Juhuasuan, ant device of Ant Financial, lion device of Alipay, Zhixiaobao device of Alipay and ingot device of Zhaocaibao and sesame device of Sesame Credit), or any company name, trade name, trademark, service mark, domain name, device, design, symbol or any abbreviation, contraction or simulation thereof owned or used by API or any of its Associates, or (ii) represent, directly or indirectly, that any product or services provided by any Group Company has been approved or endorsed by API or any of its Associates. The obligations of each Group Company and each party hereto (other than API) under this Section 8.4 shall survive any termination or expiration of this Agreement.

9. EMPLOYEE SHARES

9.1. The Board shall have the power to grant share options to the employees, directors, consultants and officers of any Group Company to acquire Ordinary Shares pursuant to the ESOP duly adopted by the Board of the Company.

9.2. Unless otherwise approved by the Board (including approval of the Preferred Directors Majority) and subject to Section 4, all employees, directors, consultants and officers of the Company who shall purchase, or receive options to purchase, shares of the Company under the ESOP shall be required to execute share purchase or option agreements providing for vesting of shares over not less than a four-year period with the first twenty-five percent (25%) of such shares vesting as of the first year anniversary of commencement of services, and the remaining seventy-five percent (75%) shares vesting in equal monthly instalments over the following thirty-six (36) months. The Company shall retain a right to repurchase unvested shares at cost. No vesting shall accelerate without the approval of the Board (including the approval of the Preferred Directors Majority) and subject to Section 4.

9.3. Notwithstanding anything herein to the contrary, unless otherwise approved by the Board (including the approval of the Preferred Directors Majority) and subject to Section 4, the Company shall not (and shall cause its officers not to) (i) grant any option under the ESOP with an exercise price of less than 100% of the Fair Market Value of an Ordinary Share on the date of grant, or, if higher, the par value of such Ordinary Share; or (ii) modify the exercise price of any options outstanding under the ESOP.

10. INFORMATION RIGHTS

10.1. The Company shall deliver to each Preferred Shareholder the following documents and information of each Group Company provided that with respect to the Series A Shareholders, the Series B Shareholders and Series C Shareholders, such Preferred Shareholder and its Associates own not less than three percent (3%) of the issued and outstanding Equity Securities of the Company (on an as-converted basis):

(a) audited annual consolidated financial statements, including a separate balance sheet, income statement, statement of cash flows and other customary financial statements, within sixty (60) days after the end of each fiscal year, audited and certified by a "Big 4" accounting firm or any other reputable, internationally recognized accounting firm, prepared in accordance with IFRS, and all certified as true, correct and not misleading by the chief financial officer of the Company;

(b) unaudited quarterly consolidated financial statements, including a separate balance sheet, income statement, statement of cash flows and other customary financial statements, for such quarter within thirty (30) days after the end of each of the first three fiscal quarters, prepared in accordance with IFRS, and all certified as true, correct and not misleading by the chief financial officer of the Company;

(c) unaudited monthly consolidated financial statements, including a separate balance sheet, income statement, statement of cash flows and other customary financial statements, within fifteen (15) days after the end of each month, prepared in accordance with IFRS, and all certified as true, correct and not misleading by the chief financial officer of the Company;

(d) a draft annual consolidated operating budget and business plan for the approval of the Board at least thirty (30) days prior to the beginning of each fiscal year, provided that the final budget shall be approved by the Board (including approval of the Preferred Directors Majority) and subject to Section 4;

(e) as soon as practicable, any other information (including monthly or other periodic operating metrics (with the initial operating metrics set forth on Schedule 3 attached hereto)) reasonably requested by any Preferred Shareholder; and

(f) copies of all documents or other information sent to other Shareholders and any reports publicly filed by the Company with any relevant securities exchange, regulatory authority or governmental agency, no later than five (5) calendar days after such documents or information are filed by the Company.

The audited financial statements referred to in this Section 10.1 shall be prepared in accordance with IFRS by a "Big 4" accounting firm or any other internationally recognized, reputable accounting firm selected by the Board (including affirmative votes of the Preferred Directors Majority) and API.

10.2. Each Preferred Shareholder shall have the following rights during normal business hours with reasonable prior notice to the Company, provided that with respect to the Series A Shareholders, the Series B Shareholders and Series C Shareholders, such Preferred Shareholder and its Associates own not less than three percent (3%) of the issued and outstanding Equity Securities of the Company (on an as-converted basis): (i) the right to inspect the books and records (including without limitation financial records) of all Group Companies; (ii) the right to inspect the plant, equipment, stock in trade and facilities of any Group Companies and (iii) the right to discuss the business, operations and management and other matters of any Group Companies with their respective directors, officers, employees, accountants, auditors, financial advisors, legal counsel and investment bankers, provided that in no event shall such exercise of the inspection rights materially impair the normal business operations of the Group Companies.

11. RIGHT OF PARTICIPATION

11.1. Subject to prior compliance with Section 6 of this Agreement in all respects, each holder of Preferred Shares shall have a right of participation to purchase and subscribe for a portion of any New Securities which the Company proposes to issue. "**New Securities**" shall mean any Equity Security of the Company other than:

(a) Ordinary Shares (as adjusted to reflect any share split, share dividend, combination, recapitalization or other similar transaction of the Company) reserved for employees, directors, consultants and officers pursuant to the ESOP as approved in accordance with Section 4 and by the Board (including the affirmative consents or votes of the Preferred Directors Majority);

(b) Ordinary Shares issued or issuable in connection with any share split, share dividend, combination, reclassification, recapitalization or other similar transaction of the Company (which shall instead be subject to customary conversion adjustments in accordance with the Memorandum and Articles of Association);

(c) Ordinary Shares issued or issuable upon conversion of Preferred Shares, or as a dividend or distribution on the Preferred Shares;

(d) Equity Securities of the Company issued in connection with a Qualified IPO; and

(e) Any Equity Security of the Company issued pursuant to the bona fide acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization in which the Company acquires, in a single transaction or series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity, as approved in accordance with Section 4 and by the Board, including the affirmative consents or votes of the Preferred Directors Majority.

11.2. If the Company wishes to make any issue of New Securities (subject to prior compliance with Section 6 of this Agreement in all respects), it shall prior to such issue give each holder of Preferred Shares (each a "**Participating Holder**") a written notice of the proposed issue (the "**Issuance Notice**"). The Issuance Notice shall set forth the terms and conditions of the proposed issue (including the number of New Securities to be offered and the price, if any, for which the Company proposes to offer such New Securities), and the number of New Securities that each Participating Holder can elect to purchase and shall constitute an offer to issue the relevant portion of the New Securities to each Participating Holder on such terms and conditions.

11.3. Each Participating Holder may accept such offer by delivering a written notice of acceptance (an **"Acceptance Notice"**) to the Company within twenty (20) Business Days after receipt of the notice of the Company of the proposed issue. Each Participating Holder exercising its right of participation shall be entitled to participate in the purchase of New Securities up to such Participating Holder's full Pro Rata Portion (as defined herein). A Participating Holder's "**Pro Rata Portion**" shall be determined based on the number of Preferred Shares (on an as converted basis) held by such Participating Holder relative to the total number of Equity Securities of the Company (on an as-if-converted and fully-diluted basis) then outstanding immediately prior to the issuance of New Securities.

11.4. Upon the expiration of the twenty (20) Business Days period from the Acceptance Notice, the Company shall promptly, in writing, inform each Participating Holder that elects to purchase all the New Securities available to it (each, a "**Fully-Exercising Holder**") of any other Participating Holder's failure to do likewise. During the ten (10) Business Day-period commencing immediately after receipt of such information (the "**Right of Participation Overallotment Period**"), each Fully-Exercising Holder shall be entitled to obtain that portion of the New Securities for which any of the Participating Holders were entitled to subscribe but which were not subscribed for by such Participating Holders which is equal to the proportion obtained by dividing the number of Preferred Shares (on an as converted basis) held by such Fully-Exercising Holder, by the total number of Preferred Shares (on an as converted basis) then outstanding immediately prior to the issuance of New Securities held by all Fully-Exercising Holders who wish to purchase such unsubscribed New Securities.

11.5. If any Participating Holder who elects to exercise its right of participation does not complete the subscription of such New Securities within thirty (30) Business Days after delivery of its Acceptance Notice to the Company or, if applicable, the overallotment of New Securities prior to the expiration of the Right of Participation Overallotment Period pursuant to Section 11.4, the Company may complete the issue of New Securities on the terms and conditions specified in the Issuance Notice within forty-five (45) days following the expiration of such thirty (30) Business Day period or the Right of Participation Overallotment Period, as applicable.

11.6. If the Company does not complete the issue of the New Securities within such forty-five (45) days period described in Section 11.5 above, or if the terms and conditions of such issue of New Securities are different than those set forth in the Issuance Notice, then the right of participation provided in this Section 11 in respect of such New Securities shall be deemed to be revived and the New Securities shall not be offered to any person unless first re-offered to the Participating Holders in accordance with this Section 11.

11.7. The rights of a Participating Holder under this Section 11 shall terminate upon the earlier occurrence of:

(a) the date when such Participating Holder no longer owns any Preferred Shares of the Company; or

(b) with respect to all Participating Holders, the consummation of a Qualified IPO.

12. <u>RIGHT OF FIRST REFUSAL</u>

12.1. Subject to prior compliance with Section 6 of this Agreement in all respects, before any Preferred Shareholder Equity Securities (the "**Offered Preferred Securities**") may be Transferred (the "**Proposed Preferred Transfer**") by any Preferred Shareholder (the "**Preferred Selling Shareholder**") to any proposed purchaser or other transferee (the "**Proposed Preferred Transferee**"), each Preferred Selling Shareholder hereby unconditionally and irrevocably grants to the other Preferred Shareholders a right of first refusal to purchase up to all of the Offered Preferred Securities in accordance with the terms of this Section 12. Any Proposed Preferred Transfer shall be made in compliance with this Agreement.

12.2. Prior to the Transfer of any Offered Preferred Securities, the Preferred Selling Shareholder shall deliver to the each other Preferred Shareholder a written notice (the "**Preferred Transfer Notice**") stating:

(a) the Preferred Selling Shareholder's intention to Transfer such Offered Preferred Securities and the identity of the Proposed Preferred Transferee;

(b) the number of Offered Preferred Securities to be Transferred to each Proposed Preferred Transferee; and

(c) the terms and price at which the Offered Preferred Securities are being Transferred (the "**Offered Preferred Terms**").

The Transfer Notice shall constitute an irrevocable offer to the Preferred Shareholders by the Preferred Selling Shareholder to Transfer the Offered Preferred Securities on the Offered Preferred Terms for which the Preferred Selling Shareholder proposes to Transfer the Offered Preferred Securities.

12.3. The Preferred Shareholders shall have the right, at any time within thirty (30) Business Days after receipt of the Preferred Transfer Notice (the "**Preferred Purchase Right Period**"), to purchase their respective pro rata share of all or any portion of the Offered Preferred Securities upon the Offered Terms (or terms as similar as reasonably practicable), and the Preferred Selling Shareholder shall, upon receipt of the notice of purchase from any other Preferred Shareholder, Transfer the Offered Preferred Securities to such Preferred Shareholder(s) pursuant to the Offered Terms. For the purposes of this Section 12.3, the "pro rata share" of such Offered Preferred Securities shall be equal to (i) the total number of such Offered Preferred Securities, multiplied by (ii) a fraction, the numerator of which shall be the aggregate number of Preferred Shares (on an as converted basis) held by such Preferred Shareholder on the date of the Preferred Transfer Notice and the denominator of which shall be the total number of Preferred Shares (on an as converted basis) held by all the Preferred Shareholders on such date.

12.4. If any Preferred Shareholder does not elect to purchase all of its pro rata share of the Offered Preferred Securities pursuant to Section 12.3 above, then API shall have an option within thirty (30) Business Days after the expiration of the Preferred Purchase Right Period to elect to purchase up to all of the remaining Offered Preferred Securities upon the Offered Preferred Terms.

12.5. If and to the extent any of the Offered Preferred Securities proposed in the Preferred Transfer Notice to be Transferred are not purchased by the Preferred Shareholders in accordance with this Section 12, then, subject to prior compliance with Section 6 of this Agreement in all respects, for a period of thirty (30) Business Days after the expiration of the time periods set forth in Section 12.4 above, the Preferred Selling Shareholder may Transfer such Offered Preferred Securities which have not been purchased to the Proposed Preferred Transferee(s) on the Offered Preferred Terms (or terms more favourable to the Preferred Selling Shareholder). If the Preferred Selling Shareholder has not completed the Transfer within such thirty (30) Business Day Period, or if the terms of the Transfer become more favourable to the Proposed Preferred Transferee, then the rights of the Preferred Shareholders shall be deemed to be revived and the Offered Preferred Securities shall not be offered to any person unless first re-offered to the Preferred Shareholders in accordance with this Section 12.

12.6. Subject to the prior compliance with Section 6 of this Agreement in all respects, before any Equity Securities (the "**Offered Securities**") may be Transferred (the "**Proposed Transfer**") by any Ordinary Shareholder (the "**Selling Shareholder**") to any proposed purchaser or other transferee (the "**Proposed Transferee**"), the Company shall have a right of first refusal (the "**Company Right of First Refusal**") to purchase such Offered Securities in accordance with the terms of this Section 12. Any Proposed Transfer shall be made in compliance with this Agreement.

12.7. Subject to the confidentiality obligation of the Proposed Transferee, the Selling Shareholder shall be entitled to disclose the terms of this Section 12 to such Proposed Transferee.

12.8. For an Ordinary Shareholder that is an entity, such Ordinary Shareholder shall not, without the prior written consent of the Company and the Majority Series C Shareholder, the Majority Series B Shareholders, and the Majority Series A Shareholder and subject to Section 4, in any way indirectly Transfer any Equity Securities of the Company, including without limitation by way of (i) the issuance or redemption by such Ordinary Shareholder of any portion of its outstanding shares or equity, or (ii) a Transfer of such Ordinary Shareholder's equity by its equity holder. The Key Holders and the Ordinary Shareholders furthermore agree that, so long as such party is bound by this Agreement, the Transfer, sale or issuance of any Equity Securities of another Person (including the Founder Holdco) without the prior written consent of Majority Series C Shareholder, the Majority Series B Shareholders, and the Majority Series A Shareholder shall be prohibited, and each such Key Holder and Ordinary Shareholder agrees not to make, cause or permit any Transfer, sale or issuance of any Equity Securities of another Person (including the Founder Holdco) without the prior written consent of the Majority Series C Shareholder, the Majority Series B Shareholders, and the Majority Series A Shareholder. Any purported Transfer, sale or issuance of any Equity Securities of another Person (including the Founder Holdco) in contravention of this Agreement shall be void and ineffective for any and all purposes and shall not confer on any transferee or purported transferee any rights whatsoever, and no party (including any Key Holder) shall recognize any such Transfer, sale or issuance.

12.9. To the extent that the Company elects not to purchase all of the Offered Securities pursuant to this Section 12 (as determined by the Board including the consents from the Preferred Directors Majority), each Selling Shareholder hereby unconditionally and irrevocably grants to the Preferred Shareholders a right of first refusal (the "**Preferred Right of First Refusal**") to purchase any Offered Securities not purchased by the Company pursuant to this Section 12.

12.10. Prior to the Transfer of any Offered Securities, the Selling Shareholder shall deliver to the Company and each Preferred Shareholder a written notice (the "**Transfer Notice**") stating:

(a) the Selling Shareholder's intention to Transfer such Offered Securities and the identity of the Proposed Transferee;

(b) the number of Offered Securities to be Transferred to each Proposed Transferee;

(c) the price at which the Offered Securities are being Transferred (the "**Offered Price**"); and

(d) the terms on which the Offered Securities are being Transferred (the "**Offered Terms**").

The Transfer Notice shall constitute an irrevocable offer to the Company and the Preferred Shareholders by the Selling Shareholder to Transfer the Offered Securities at the Offered Price for which the Selling Shareholder proposes to Transfer the Offered Securities.

12.11. (a) The Company shall have the right, upon notice to the Selling Shareholder and the Preferred Shareholders at any time within fifteen (15) days after receipt of the Transfer Notice (the "**Purchase Right Period**"), to purchase all or any portion of the Offered Securities at the Offered Price and upon the Offered Terms (or terms as similar as reasonably practicable), and the Selling Shareholder shall, upon receipt of the notice of purchase from the Company, Transfer the Offered Securities to the Company pursuant to the Offered Terms.

(b) If the Company does not timely elect to purchase all of the Offered Securities pursuant to Section 12.11(a) above, then the Company shall deliver to each Preferred Shareholder written notice (the "**Company Notice**") thereof within ten (10) days after the expiration of the Purchase Right Period, and each such Preferred Shareholder shall have an option for a period of thirty (30) Business Days following receipt of the Company Notice (the "**Investor Right Period**") to elect to purchase all or any portion of its respective Pro Rata Share of the remaining Offered Securities at the Offered Price and subject to the Offered Terms, by notifying the Selling Shareholder and the Company in writing before expiration of the Investor Right Period as to the number of such Offered Securities that it wishes to purchase.

(c) For the purposes of Section 12.11(b), the "**Pro Rata Share**" of such Offered Securities shall be equal to (i) the total number of such Offered Securities, multiplied by (ii) a fraction, the numerator of which shall be the aggregate number of Preferred Shares (on an as converted basis) held by such Preferred Shareholder on the date of the Transfer Notice and the denominator of which shall be the total number of Preferred Shares (on an as converted basis) held by all the Preferred Shareholders on such date.

(d) If any Preferred Shareholder fails to exercise its right to purchase its full Pro Rata Share of such Offered Securities, the Company shall deliver written notice thereof (the "**Second Notice**"), within five (5) days after the expiration of the Investor Right Period, to the Selling Shareholder and to each Preferred Shareholder that elected to purchase its entire Pro Rata Share of the Offered Securities (an "**Exercising Shareholder**"). The Exercising Shareholders shall have a right of re-allotment, and may exercise an additional right to purchase such unpurchased Offered Securities by notifying the Selling Shareholder and the Company in writing within thirty (30) Business Days after receipt of the Second Notice (the "**Overallotment Period**"); provided, however, that if the Exercising Shareholders desire to purchase in aggregate more than the number of such unpurchased Offered Securities, then such unpurchased Offered Securities will be allocated to the extent necessary among the Exercising Shareholders in accordance with their relative Pro Rata Shares.

(e) Within ten (10) days following the earlier of occurrence of (a) the expiration of the Overallotment Period, or (b) the time when the Selling Shareholder has received written confirmation from the Company and/or the Preferred Shareholders regarding their exercise of the Company Right of First Refusal and/or Preferred Right of First Refusal, the Selling Shareholder shall provide notice to the Company and/or the Preferred Shareholders specifying the number of Offered Securities that was elected to be purchased by the Company and/or the Preferred Shareholders exercising the Company Right of First Refusal and/or the Preferred Right of First Refusal (the **"Expiration Notice"**).

12.12. If and to the extent any of the Offered Securities proposed in the Transfer Notice to be Transferred are not purchased by the Company or the Preferred Shareholders after the expiration of the Overallotment Period, then during the ten (10) days following the Expiration Notice, and subject to the Right of Co-Sale set forth in Section 13, the Selling Shareholder may, subject to prior compliance with Section 6 of this Agreement in all respects, Transfer such Offered Securities which have not been purchased to the Proposed Transferee(s) at the Offered Price (or at a higher price) and on the Offered Terms (or terms no more favourable than those set forth by the Selling Shareholder in the Transfer Notice). If the Selling Shareholder has not completed the Transfer within such ten (10) day period, or if the terms of the Transfer become more favourable to the Proposed Transferee, then the rights of the Preferred Shareholders shall be deemed to be revived and the Offered Securities shall not be offered to any person unless first re-offered to the Preferred Shareholders in accordance with this Section 12.

12.13. In the event that the Proposed Transferee(s) pays for the Offered Securities in consideration other than in cash, the value of such consideration shall be appraised by a qualified asset appraisal firm approved by the Board of Directors (including the affirmative consents of the Preferred Directors Majority).

12.14. The Preferred Right of First Refusal of a Preferred Shareholder under this Section 12 shall terminate upon the earlier occurrence of:

(a) when such Preferred Shareholder no longer owns any Preferred Shares of the Company; or

(b) with respect to all Preferred Shareholders, the consummation of a Qualified IPO.

12.15. Following the exercise of any rights of first refusal in this Section 12, the Company shall be obligated to update the Company's register of members accordingly.

13. RIGHT OF CO-SALE

13.1. In the event that any Offered Securities are not purchased by the Preferred Shareholders pursuant to Section 12 above and thereafter are to be Transferred to a Proposed Transferee (the "**Co-Sale Eligible Securities**"), each Preferred Shareholder who has not exercised its Preferred Right of First Refusal (the "**Co-Sale Preferred Shareholder**") shall be entitled to a right of co-sale (a "**Right of Co-Sale**"), which Right of Co-Sale shall entitle the Co-Sale Preferred Shareholder to participate on a pro-rata basis (based on the formula in Section 13.2 below) in the Proposed Transfer on the same terms and conditions specified in the Transfer Notice, provided that the Co-Sale Preferred Shareholder converts all Equity Securities that intends to include in the exercise of its Right of Co-Sale into Ordinary Shares (if required by the Proposed Transferee) prior to the completion of a Transfer pursuant to this Section 13. The Co-Sale Preferred Shareholder shall exercise its Right of Co-Sale by delivering to the Company (which shall notify the Selling Shareholder), within ten (10) days following receipt of the Expiration Notice (the "**Co-Sale Period**"), written notice of its intention to participate, specifying the number and type of Securities the Co-Sale Preferred Shareholder desires to Transfer to the Proposed Transferee. At the closing of the transaction, the Co-Sale Preferred Shareholder shall deliver to the Company an executed instrument of Transfer and one or more certificates representing the number of Equity Securities which it elects to Transfer hereunder together with such other documents reasonably necessary for the Transfer of such Equity Securities, and the Selling Shareholder shall ensure that the Proposed Transferee shall pay to the Co-Sale Preferred Shareholder the full purchase price for such Equity Securities. To facilitate the delivery of share certificates in connection with a Transfer pursuant to this Section 13, the Company undertakes to the Co-Sale Preferred Shareholder that it shall effect and register the conversion of all applicable Equity Securities into Ordinary Shares (if necessary), and provide relevant share certificates therefor to the Proposed Transferee in connection with the closing of such Transfer and update its register of members accordingly.

13.2. In connection with the exercise of a Right of Co-Sale, each Co-Sale Preferred Shareholder shall have the right to Transfer up to such number of Equity Securities equal to the product of the number of Co-Sale Eligible Securities multiplied by a fraction, the numerator of which is the number of Preferred Shares (on an as converted basis) held by such Co-Sale Preferred Shareholder, and the denominator of which is the number of Ordinary Shares issued and held by the Selling Shareholder and all the Co-Sale Preferred Shareholders exercising the Right of Co-Sale (on an as-converted basis). In the event that the Proposed Transferee desires to purchase a number of Equity Securities less than the amount of the Co-Sale Eligible Securities, the amount that the Proposed Transferee desires to purchase shall be substituted for Co-Sale Eligible Securities in the above equation for the purpose of determining each Co-Sale Preferred Shareholder's pro-rata share.

13.3. If the Proposed Transferee refuses to purchase Equity Securities from any Co-Sale Preferred Shareholder exercising its Right of Co-Sale under this Section 13, the Selling Shareholder shall not Transfer to the Proposed Transferee any Co-Sale Eligible Securities unless and until, simultaneously with such Transfer, such Selling Shareholder shall purchase such Equity Securities from each Co-Sale Preferred Shareholder on the same terms and conditions specified in the Transfer Notice.

13.4. The exercise or non-exercise of a Right of Co-Sale under this Section 13 with respect to a particular Transfer by any Selling Shareholder shall not adversely affect the Preferred Shareholders' right to participate in subsequent Transfers by any Selling Shareholder pursuant to this Section 13.

13.5. Any Transfer of Offered Securities by any Selling Shareholder contrary to the provisions of this Agreement shall be null and void, and the transferee shall not be recognized by the Company as the holder or owner of the Offered Securities Transferred for any purpose (including, without limitation, voting or dividend rights), unless and until such Selling Shareholder has satisfied the requirements of this Agreement with respect to such Transfer.

13.6. To the extent the Company and the Preferred Shareholders do not elect to purchase or participate in the Transfer of all of the Offered Securities (such remaining Offered Securities, the "**Unsubscribed Securities**"), the Selling Shareholder may, not later than twenty (20) days following the expiration of the Co-Sale Period, subject to prior compliance with Section 6 of this Agreement in all respects, conclude a Transfer of the Unsubscribed Securities on terms and conditions not more favorable to the Proposed Transferee(s) than those described in the Transfer Notice. Any Proposed Transfer on terms and conditions which are more favorable than those described in the Transfer Notice, as well as any subsequent Proposed Transfer of any Unsubscribed Securities by the Selling Shareholder, shall again be subject to Section 6 of this Agreement, the Company Right of First Refusal, the Preferred Right of First Refusal and the Right of Co-Sale and shall require compliance by the Selling Shareholder with the procedures described in Sections 12 and 13 of this Agreement.

13.7. The Preferred Right of First Refusal set forth in Section 12 and the Right of Co-Sale set forth in this Section 13 shall not apply to Transfers of Equity Securities by a Key Holder, for bona fide estate planning purposes, to (a) a spouse or immediate family member of such Key Holder or (b) a family trust of such Key Holder (each Transfer provided under the foregoing clauses (a) and (b), a **"Permitted Transfer**,**"** and each transferee under the foregoing clauses (a) and (b), being a **"Permitted Transferee"**); provided, however, that in the event of any Transfer to a Permitted Transferee, the Key Holder shall inform the Company and each Preferred Shareholder of such Transfer prior to effecting it and each Permitted Transferee, prior and as a condition to the completion of the Transfer, shall have executed documents assuming all of the obligations of the Key Holder under, and becoming bound by, this Agreement and any other applicable Transaction Document with respect to the Transferred Equity Securities. Such Transferred Equity Securities shall remain "Equity Securities" hereunder, and such Permitted Transferee shall be treated as a "Key Holder" for purposes of this Agreement and any other Transaction Document.

13.8. The rights of a Preferred Shareholder under this Section 13 shall terminate upon the earlier occurrence of:

(a) when such Preferred Shareholder no longer owns any Preferred Shares of the Company; or

(b) with respect to all Preferred Shareholders, the consummation of a Qualified IPO.

13.9. Prior to the consummation of the Qualified IPO, none of the Ordinary Shareholders or its Permitted Transferees shall, directly or indirectly, sell, assign, Transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose through one or a series of transactions any Equity Securities of the Company, unless such transfer complies with this Agreement and applicable laws, and is (i) a Permitted Transfer as provided in Section 13.7 above, or (ii) approved in writing by the Majority Series C Shareholders, the Majority Series B Shareholders, and the Majority Series A Shareholders or their respective permitted transferees in advance.

13.10. Each certificate representing the Shares (except the Preferred Shares held by the Preferred Shareholders) shall bear legends in the following form (in addition to any legend required under any other applicable securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN SHAREHOLDERS' AGREEMENT, AS AMENDED, BY AND AMONG THE HOLDER HEREOF, THE COMPANY AND CERTAIN OTHER SHAREHOLDERS OF THE COMPANY. COPIES OF SUCH AGREEMENTS ARE ON FILE WITH THE PRINCIPAL OFFICE OF THE COMPANY.

14. LIQUIDATION

14.1. If a Liquidation Event occurs, the parties acknowledge and agree that distributions to the members of the Company shall be made in accordance with the Company's Memorandum and Articles of Association.

15. REGISTRATION RIGHTS

15.1. The Preferred Shareholders shall be entitled to the registration rights set out in Schedule 2. Such registration rights shall terminate upon the earlier of (a) the fifth (5th) anniversary of the closing of a Qualified IPO, or (b) such time at which all Registrable Securities (as defined in Schedule 2) held by the Preferred Shareholders (and any Associate of the Preferred Shareholders with whom the Preferred Shareholders must aggregate its sales under Rule 144 of the Securities Act) and proposed to be sold may be sold under Rule 144 of the Securities Act in any three (3)-month period without registration in compliance with Rule 144 of the Securities Act.

16. CONTROL OF SUBSIDIARIES

16.1. All material aspects of the formation, maintenance and compliance of any direct or indirect Subsidiary or entity Controlled by the Company, whether now in existence or formed in the future, shall be subject to the review and approval by the Board (including the consents of the Preferred Directors Majority), and subject always to Section 4 of this Agreement. The Company shall ensure that the Subsidiary Boards shall not have independent decision making power over their respective entities, and that the Company shall have sole decision making power over all business and affairs of any of its Subsidiaries. Moreover, unless otherwise approved by the Board, at the request of each Investor with respect to its own designated director on the Board, each Subsidiary Board, whether current or future, shall be the same size, and shall consist of the same persons as directors, as those of the Company, and such directors shall be appointed and removed by the appointing parties in the same manner, if permitted under the laws of the jurisdiction of such subsidiary, as provided for the Board of Directors in Section 3 above.

16.2. The Company shall at any time institute and shall keep in place arrangements reasonably satisfactory to the Board of Directors (including the Preferred Directors Majority), subject always to Section 4 of this Agreement, such that the Company will be permitted to properly consolidate the financial results for any direct or indirect Subsidiary of the Company (including without limitation the PRC Companies) in consolidated financial statements for the Company prepared under IFRS.

16.3. The Company shall, and shall cause any direct or indirect Subsidiary or entity Controlled by it, whether now in existence or formed in the future, to comply with the United States Foreign Corrupt Practices Act of 1977, as amended.

16.4. The Company shall take all necessary actions to maintain any direct or indirect Subsidiary or entity Controlled by it, whether now in existence or formed in the future, as is necessary to lawfully conduct the Business as conducted or as proposed to be conducted.

16.5. The Company shall use its best efforts to cause any direct or indirect Subsidiary, whether now in existence or formed in the future, to comply in all material respects with all applicable laws.

16.6. So long as any Preferred Shareholder holds any Shares in the Company, such Preferred Shareholder shall have the right to require the Founder to transfer or cause to transfer the same percentage of equity interests in the Domestic Company as such Preferred Shareholder holds in the Company to one or more appropriate Persons as designated by such Preferred Shareholder without any consideration. Further, in the event of such equity transfer, the Founder shall, and shall use his best efforts to cause the other shareholders of the Domestic Company to, amend and restate the Control Documents, and each Preferred Shareholder shall procure the Person(s) designated by it to join as parties to and to enter into the Control Documents so amended and restated, to the extent such amendment and restatement is necessary to enable the Company to control and consolidate the financial statements of the Domestic Company.

17. RIGHT OF DRAG-ALONG

17.1 If the Majority Series A Shareholders, the Majority Series B Shareholders, and the Majority Series C Shareholders (collectively, the "**Drag-Along Shareholders**") approve a Trade Sale (each, an "**Approved Sale**") to a bona fide third-party potential purchaser (the "**Potential Purchaser**") any time after the Completion and the gross proceeds to be derived from such Approved Sale are at least US$1,000,000,000, then upon written notice from the Drag-Along Shareholders, each of the other Shareholders of the Company (the "**Dragged Shareholders**") shall (a) vote, or give its written consent with respect to, all the Shares held by them in favor of such proposed Approved Sale and in opposition of any proposal that could reasonably be expected to delay or impair the consummation of any such proposed Approved Sale; (b) sell, transfer, and/or exchange, as the case may be, all of their Shares in such Approved Sale to such purchaser; (c) refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to or in connection with such proposed Approved Sale; and (d) take all actions reasonably necessary to consummate the proposed Approved Sale. If any Dragged Shareholder does not elect to vote, or give its written consent with respect to, all the Shares held by them in favor of such proposed Approved Sale, such Dragged Shareholder shall be obliged to purchase all the Shares held by the Drag-Along Shareholders at the price and terms offered by the Potential Purchaser. In addition, the Founder agrees that in his capacity as a member of the Board, he shall vote all of the Board seats for which he is entitled to vote in favour of such proposed Approved Sale.

17.2 Prior to making any Approved Sale in which the Drag-Along Shareholders wish to exercise their rights under this Section 17, the Drag-Along Shareholders shall provide the Company and the Dragged Shareholders with written notice (the "**Drag-Along Notice**") no less than thirty (30) days prior to the proposed closing date of the Approved Sale (the "**Approved Sale Date**"). The Drag-Along Notice shall set forth: (i) the name and address of the Potential Purchaser; (ii) the proposed amount and form of consideration to be paid, and the terms and conditions of payment offered by the Potential Purchaser; (iii) the Approved Sale Date; (iv) the number of shares held of record by the Drag-Along Shareholders on the date of the Drag-Along Notice which form the subject to be transferred, sold or otherwise disposed of by the Drag-Along Shareholders; and (v) the number of Shares of the Dragged Shareholders to be included in the Approved Sale.

17.3 On the Approved Sale Date, each of the Drag-Along Shareholders and the Dragged Shareholders shall each deliver or cause to be delivered an executed instrument of Transfer and a certificate or certificates evidencing its Shares to be included in the Approved Sale, to such third party purchasers in the manner and at the address indicated in the Drag-Along Notice.

17.4 If the Drag-Along Shareholders or the Dragged Shareholders receive the purchase price for their Shares or such purchase price is made available to them as part of an Approved Sale and, in either case they fail to deliver certificates evidencing their Shares as described in this Section 17, they shall for all purposes be deemed no longer to be a Shareholder of the Company (with the record books of the Company updated to reflect such status), shall have no voting rights, shall not be entitled to any dividends or other distributions with respect to any Shares held by them, shall have no other rights or privileges as a Shareholder of the Company. In addition, the Company shall stop any subsequent transfer of any such Shares held by such Shareholders.

18. TERMINATION

18.1. Unless otherwise specified herein, this Agreement shall continue in full force and effect until the earlier of the following:

(a) the Company has been dissolved, wound up or otherwise ceases to exist as a separate corporate entity; or

(b) the consummation of a Qualified IPO (including for this purpose a Qualified IPO by way of a reverse takeover).

18.2. Notwithstanding the provision of Section 18.1, the registration rights under Schedule 2 shall be terminated in accordance with Schedule 2 or this Section 18.1, whichever is later.

18.3. Termination of this Agreement shall not release any party from any liability which at the time of termination has already accrued to the other parties or any liability arising or maturing after such termination as a result of any breach, omission committed or omitted prior to such termination.

19. SEVERABILITY

19.1. If at any time any one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not thereby in any way be affected or impaired, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. ENTIRE AGREEMENT

20.1. Except as otherwise specified in this Agreement, this Agreement constitutes the entire agreement and understanding between the parties in connection with the subject matter of this Agreement and supersedes all previous term sheets, proposals, representations, warranties, agreements or undertakings relating thereto whether oral, written or otherwise and replaces all other agreements between and among any of the parties with respect to the subject matter hereof No party hereto has relied or is entitled to rely on any such term sheets, proposals, representations, warranties, agreements or undertakings.

21. NATURE OF THIS AGREEMENT

21.1. In the event of any conflict between the provisions of the Agreement and the terms of the Memorandum and Articles of Association, the provisions of this Agreement shall prevail as between the Shareholders only and, if any of the parties hereto (other than the Company) shall so require, the Memorandum and Articles of Association shall be revised so as to reflect the provisions of this Agreement.

21.2. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any other party, that notwithstanding any other provision herein, this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

22. TIME

22.1. Time shall be of the essence of this Agreement.

22.2. No time or indulgence given by any party to the other shall be deemed or in any way be construed as a waiver of any of its rights and remedies hereunder.

23. ASSIGNMENT AND COUNTERPARTS

23.1. This Agreement shall be binding on and endure for the benefits of the parties hereto, and their respective successors and assigns.

23.2. BRV may assign and transfer any of its rights, benefits and obligations of and in this Agreement to any member(s) of a BRV Group, and each other Preferred Shareholder may assign and transfer any of its rights, benefits and obligations of and in this Agreement to any of its Associates, provided that BRV and such other Preferred Shareholder shall notify the Company of its proposed transfer and assignment in advance.

23.3. Save as aforesaid, and save as provided herein, no party hereto may assign or transfer any of his or its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

23.4. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when so executed and delivered, shall be an original but all the counterparts shall together constitute one and the same instrument.

24. NOTICES AND OTHER COMMUNICATION

24.1. Any notice or other communication to be given under this Agreement shall be in writing and may be delivered by hand or given by facsimile or electronic mail or sent by an established courier service to the address or fax number or electronic mail address from time to time designated, the initial address, fax number and electronic mail address so designated by each party being set out in Schedule 1. Any such notice or communication shall be sent to the party to whom it is addressed and must contain sufficient reference and/or particulars to render it readily identifiable with the subject-matter of this Agreement. If so delivered by hand or given by facsimile or electronic mail such notice or communication shall be deemed received on the date of despatch and if so sent by an established courier service shall be deemed received three (3) Business Days after the date of despatch.

24.2. Each person making a communication hereunder by facsimile or electronic mail shall promptly confirm by telephone to the person to whom such communication was addressed, but the absence of such confirmation shall not affect the validity of any such communication.

25. GOVERNING LAW AND JURISDICTION

25.1. This Agreement shall be governed by and its provisions construed and enforced in accordance with the laws of the Hong Kong without regard to the conflict of laws principles thereof.

25.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in Hong Kong with the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with the Hong Kong International Arbitration Centre Procedures for the Administration of International Arbitration then in force.

25.3. For the arbitration tribunal, the Preferred Shareholders on one hand shall appoint one member of the arbitration tribunal, and the Key Holders on the other hand shall jointly appoint one member of the arbitration tribunal. The appointment of the third arbitrator shall be agreed by the Preferred Shareholders and the Key Holders. If they fail to reach such an agreement within thirty (30) days after the appointment of the first member of the arbitration tribunal, the Hong Kong International Arbitration Centre shall appoint the third arbitrator.

26. AMENDMENTS AND WAIVERS

26.1. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company, the Key Holders, and the Majority Series A Shareholders, the Majority Series B Shareholders, and the Majority Series C Shareholders except as otherwise provided under Section 4.1 and Section 4.2. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each party hereto and each of their respective successors and assigns. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

27. MISCELLANEOUS

27.1. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence thereto, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

27.2. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided at law or in equity in the event of the breach of any term of this Agreement.

27.3. Wherever in this Agreement there is a reference to a specific number of Preferred Shares or Ordinary Shares of the Company, then, upon the occurrence of any subdivision, combination or share dividend of the Preferred Shares or Ordinary Shares, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of shares by such subdivision, combination or share dividend.

27.4. If this Agreement is terminated or rescinded for whatsoever reason, all further rights and obligations of the parties hereto shall cease to have effect upon such termination or rescission except that the termination or rescission will not affect the then accrued rights and obligations of the parties.

27.5. If at any time any one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not thereby in any way be affected or impaired.

27.6. If at any time the WFOE enter into control agreements in the substance similar to the Control Documents with any entity which is not a Party to this Agreement, the Company shall cause such entity to execute and deliver to the Investors a joinder agreement in the form attached hereto as Schedule 4

-EXECUTION PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY:

QUDIAN INC.

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Director

BVI CO.:

QD TECHNOLOGIES LIMITED

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Director

HK CO.:

QD DATA LIMITED

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Director

WFOE:

QUFENQI (赣州) INFORMATION TECHNOLOGY CO., LTD.
(趣分期(赣州)信息技术有限公司)

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Legal Representative

Affix Seal(公章):

(Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DOMESTIC COMPANY:

Beijing Happy Time Technology Development Co., Ltd.
(北京快乐时代 科技发展有限公司)

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Legal Representative

Affix Seal(公章)
(Seal)

BEIJING HAPPY FENQI:

Beijing Happy Fenqi Technology Co., Ltd.
(北京快乐分期科技发展有限公司)

By: /s/ Lv Lianzhu
Name: Lv Lianzhu (吕连柱)
Title: Legal Representative

Affix Seal(公章):
(Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TIANJIN HAPPY TIME:

Tianjin Happy Time Technology Co., Ltd.
(天津快乐时代科技发展有限公司)

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Legal Representative

Affix Seal(公章):
(Seal)

TIANJIN QUFENQI:

Tianjin Qufenqi Technology Co., Ltd.
(天津趣分期科技有限公司)

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Legal Representative

Affix Seal(公章):
(Seal)

TIANJIN HAPPY FENQI:

Tianjin Happy Fenqi Technology Co., Ltd.
(天津快乐分期科技发展有限公司)

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Legal Representative

Affix Seal(公章):
(Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BEIJING QUFENQI:

Qufenqi (Beijing) Information Technology Co., Ltd.
(趣分期（北京）信息科技有限公司)

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Legal Representative

Affix Seal(公章):
(Seal)

GANZHOU HAPPY FENQI:

Ganzhou Happy Fenqi Technology Co., Ltd.
(赣州快乐分期科技发展有限公司)

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Legal Representative

Affix Seal(公章):
(Seal)

GANZHOU NETWORK:

Ganzhou Happy Fenqi Network Service Co., Ltd.
(赣州快乐分期网络服务有限公司)

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Legal Representative

Affix Seal(公章):
(Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FUZHOU MICROCREDIT:

Fuzhou High-tech Zone Microcredit Co., Ltd.
(抚州高新区趣分期小额贷款 有限公司)

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Legal Representative

Affix Seal(公章):
(Seal)

FUZHOU HAPPY TIME:

Fuzhou Happy Time Technology Co., Ltd.
(抚州快乐时代科技发展有限公司)

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Legal Representative

Affix Seal(公章):
(Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

KEY HOLDERS:

QUFENQI HOLDING LIMITED

By: /s/ Luo Min
Name: Luo Min (罗敏)
Title: Director

Luo Min (罗敏)

By: /s/ Luo Min

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SERIES A INVESTOR, SERIES B INVESTR, AND SERIES C INVESTOR:

JOYFUL BLISS LIMITED

(Seal)

By: /s/ Tan Jui Kuang
Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SERIES A INVESTOR,
SERIES B INVESTR, AND
SERIES C INVESTOR:

EVER BLISS FUND, L.P.

By: /s/Tan Jui Kuang
Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SERIES A INVESTOR,
SERIES B INVESTR, AND
SERIES C INVESTOR:

SOURCE CODE ACCELERATE L.P.

By: /s/ Jianfeng Sun
Authorized Signatory
On December 9, 2016, in Macau, the PRC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SERIES B INVESTOR AND SERIES C INVESTOR:

KUNLUN GROUP LIMITED

(Seal)
By: /s/ Yahui Zhou
Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SERIES C INVESTOR:

API (HONG KONG) INVESTMENT LIMITED

By: /s/ Lam Mun Wai, Lisa
Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SERIES C INVESTOR:

PHOENIX AUSPICIOUS FINTECH INVESTMENT L.P.

By: /s/ Li Du
Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SERIES C INVESTOR:

WA SUNG INVESTMENT LIMITED

By: /s/ Qiang Ye
Authorized Signatory

SCHEDULE 1

ADDRESS AND FAX NUMBERS FOR NOTIFICATION

Key Holders and Group Companies

Address:
Floor 12, Internet Financing Center,
Zhongguancun, #A-1 Danling Street,
Haidian District, Beijing, the PRC, 100089
(北京市海淀区丹棱街甲 1 号中关村互联网金融中心 12 楼)
Attn: Luo Min (罗敏)
Phone: 86-1381-1312-209
Email: luomin@qufenqi.com

Investors

If to **Source Code Accelerate L.P.**

Address:	Harneys Services(Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, George Town, P. O. Box 10240, Grand Cayman KY1-1002, Cayman Islands, with a copy to 26/F, T1, Poly International Plaza, Zone 7, Wangjing East Park, Chaoyang District, Beijing , the PRC.
Tel:	86-1346-6751-763
Fax:	
Attention:	Erin Wang

If to **Joyful Bliss Limited**:

Address:	Unit 1308, Tower1, China Central, NO.81 Jian Guo Road, Chaoyang District, Beijing, the PRC
Tel:	010-59695680
Fax:	
Attention:	Terry Zhu

If to **Ever Bliss Fund, L.P.**:

Address:	Unit 1308, Tower1, China Central, NO.81 Jian Guo Road, Chaoyang District, Beijing, the PRC
Tel:	010-59695680
Fax:	
Attention:	Terry Zhu

If to API (Hong Kong) Investment Limited:

Address:	Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. Block B, Dragon Times Plaza, 18 Wantang Road, Xihu District Hangzhou, the PRC., 310099
Tel:	+852 2215 5100
Fax:	0571-81634030
Attention:	Jason Zhu

If to **Kunlun Group Limited**:

Address:	Building B, Mingyang International Center, No.46 Xizongbu Hutong, Dongcheng District, Beijing, the PRC.
Tel:	86-1870-1691-083
Fax:	010-65210399
Attention:	Lingxiao, Qian

If to **Wa Sung Investment Limited**

Address:	No.13 Changbao East Road Huakou Community,Ronggui Town,Shunde District,Foshan city,Guangdong province, the PRC.
Tel:	86-1892-3292-600
Fax:	
Attention:	Shengling Fang

If to **Phoenix Auspicious FinTech Investment L.P.**

Address:	A703, Ping’an International Finance Center, No.1-3 Xinyuannan Road, Chaoyang District, Beijing, the PRC.
Tel:	86-1820-1273-165
Fax:	84442616
Attention:	Qian Wang

SCHEDULE 2

REGISTRATION RIGHTS

1. Applicability of Rights. The Preferred Shareholders shall be entitled to the following rights with respect to any potential public offering of the Preferred Shares or the Company's Ordinary Shares in the United States of America and shall be entitled to reasonably analogous or equivalent rights with respect to any other offering of Securities in any other jurisdiction pursuant to which the Company undertakes to publicly offer or list such Securities for trading on a recognized securities exchange.

2. Definitions. For purposes of this Schedule 2:

   (a) Registration. The terms "**register**," "**registered**," and "**registration**" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement.

   (b) Registrable Securities. The term "**Registrable Securities**" means: (1) any Ordinary Shares of the Company issued or issuable upon conversion of any Preferred Shares; (2) any Ordinary Shares of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, any Preferred Shares described in clause (1) of this subsection (b); and (3) any other Ordinary Shares of the Company owned or hereafter acquired by any Preferred Shareholders. Notwithstanding the foregoing, "**Registrable Securities**" shall exclude any Registrable Securities sold by a person in a transaction in which rights under this Schedule 2 are not assigned in accordance with this Agreement or any Registrable Securities sold in a public offering, whether sold pursuant to Rule 144 promulgated under the Securities Act, or in a registered offering, or otherwise.

   (c) Registrable Securities Then Outstanding. The number of shares of "**Registrable Securities then outstanding**" shall mean the number of Ordinary Shares of the Company that are Registrable Securities and are then issued and outstanding.

   (d) Holder. For purposes of this Schedule 2, the term "**Holder**" means any person owning of record Registrable Securities that have not been sold to the public or pursuant to Rule 144 promulgated under the Securities Act or any permitted assignee of record of such Registrable Securities to whom rights under this Schedule 2 have been duly assigned in accordance with this Agreement.

   (e) Form S-3 and Form F-3. The terms "**Form S-3**" and "**Form F-3**" mean such respective form under the Securities Act as is in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(f) SEC. The term "**SEC**" or "**Commission**" means the U.S. Securities and Exchange Commission.

3. Demand Registration.

(a) Request by Holders. If the Company shall at any time after the earlier of (i) the date five (5) years following the date hereof, or (ii) the date six (6) months following the consummation of the Company's initial public offering, receive a written request from the Holders that the Company file a registration statement under the Securities Act covering the registration of Registrable Securities pursuant to this Section 3, then the Company shall, within ten (10) Business Days of the receipt of such written request, give written notice of such request (the "**Request Notice**") to all Holders, and use all reasonable efforts to effect, as soon as practicable, the registration under the Securities Act of all Registrable Securities that Holders (including other Shareholders who so) request to be registered and included in such registration by written notice given by such Holders to the Company within twenty (20) days after receipt of the Request Notice, subject only to the limitations of this Section 3.

(b) Underwriting. If the Holders initiating the registration request under this Section 3 (the "**Initiating Holders**") intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their request made pursuant to this Section 3 and the Company shall include such information in the written notice referred to in subsection 3(a). In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditional upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities being registered and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 3, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten then the Company shall so advise all Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of Registrable Securities on a pro rata basis according to the number of Registrable Securities then outstanding held by each Holder requesting registration (including the Initiating Holders); provided, however, that (i) the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities are first entirely excluded from the underwriting and registration, and (ii) the number of Registrable Securities included in any such registration is not reduced below thirty percent (30%) of the aggregate number of Registrable Securities for which inclusion has been requested. Any Registrable Securities excluded and withdrawn from such underwriting shall be withdrawn from the registration. If the underwriter has not limited the number of Registrable Securities to be underwritten, the Company may include its securities for its own account in such registration if the underwriter so agrees and if the number of Registrable Securities which would otherwise have been included in such registration and underwriting will not thereby be limited.

(c) Maximum Number of Demand Registrations. The Company shall be obligated to effect only two (2) such registrations pursuant to this Section 3 so long as such registrations have been declared or ordered effective.

(d) Deferral. Notwithstanding the foregoing, the Company shall not be required to effect a registration pursuant to this Section 3:

(i) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred eighty (180) days following the effective date of, a Company-initiated registration subject to Section 4 below, provided that the Company is actively employing in good faith all reasonable efforts to cause such registration statement to become effective;

(ii) if the Initiating Holders propose to dispose of Registrable Securities that may be registered on Form S-3 pursuant to Section 5 hereof; or

(iii) if the Company shall furnish to Holders requesting the filing of a registration statement pursuant to this Section 3, a certificate signed by the chief executive officer or Chairman of the Board of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its Shareholders for such registration statement to be filed at such time, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the initiating Holders; provided, however, that the Company may not utilize this right more than once in any twelve (12) month period, and provided further that the Company shall not register any securities for the account of itself or any other Shareholder during such ninety (90) day period (other than a registration relating solely to the sale of securities of participants in an employee benefit plan, a registration relating to a corporate reorganization or transaction under Rule 145 of the Securities Act).

(e) Expenses. All expenses incurred in connection with any registration pursuant to this Section 3, including without limitation all registration, filing and qualification fees, printer's and accounting fees, fees and disbursements of counsel for the Company, and reasonable fees and disbursements of one legal counsel for the selling Holders (but excluding underwriters' discounts and commissions relating to shares sold by the Holders), shall be borne by the Company. Each Holder participating in a registration pursuant to this Section 3 shall bear such Holder's proportionate share (based on the total number of shares sold in such registration other than for the account of the Company) of all discounts, commissions or other amounts payable to underwriter(s) or brokers, in connection with such offering by the Holders. Notwithstanding any of the foregoing provisions, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 3 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case the participating Holders requesting for the withdrawal shall bear such expenses), unless all of the Holders of the Registrable Securities agree to forfeit their right to one demand registration pursuant to Section 3; provided, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of such material adverse change, then the Holders shall not be required to pay any of such expenses and shall retain their rights pursuant to Section 3.

4. Piggyback Registrations. The Company shall notify all Holders of Registrable Securities in writing at least twenty (20) days prior to filing any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements relating to any registration under Section 3 or Section 5 of this Schedule 2, any employee benefit plan, any corporate reorganization or transaction under Rule 145 of the Securities Act) and will afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by such Holder shall within 18 days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 4 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration. The expenses of such withdrawn registration shall be borne by the Company in accordance with Section 4(c) hereof.

(b) Underwriting. If a registration statement under which the Company gives notice under this Section 4 is for an underwritten offering, then the Company shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder's Registrable Securities to be included in a registration pursuant to this Section 4 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Agreement, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares (including up to seventy percent (70%) of the Registrable Securities for any IPO) from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first to the Company, and second, to each of the Holders requesting inclusion of their Registrable Securities in such registration statement on a pro rata basis based on the total number of Registrable Securities then held by each such Holder (or such other proportions as agreed among all the selling Holders); provided, however, that the right of the underwriter(s) to exclude shares (including Registrable Securities) from the registration and underwriting as described above shall be restricted so that (i) in the case of a non-Qualified IPO, the number of Registrable Securities included in any such registration is not reduced below thirty percent (30%) of the aggregate number of Registrable Securities for which inclusion has been requested; and (ii) all shares that are not Registrable Securities and are held by any other person, including, without limitation, any person who is an employee, officer, consultant or director of the Company (or any subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration. For any Holder that is a partnership, the Holder and the partners and retired partners of such Holder, or the estates and family members of any such partners and retired partners and any trusts for the benefit of any of the foregoing persons, and for any Holder that is a corporation, the Holder and all corporations that are Associates of such Holder, shall be deemed to be a single "Holder" and any pro rata reduction with respect to such "Holder" shall be based upon the aggregate amount of Registrable Securities owned by all such entities and individuals.

(c) Expenses. All expenses incurred in connection with any registration pursuant to this Section 4, including without limitation all registration, filing and qualification fees, printer's and accounting fees, fees and disbursements of counsel for the Company, and reasonable fees and disbursements of one legal counsel for the selling Holders (but excluding underwriters' discounts and commissions relating to shares sold by the Holders), shall be borne by the Company.

(d) Not Demand Registration. Registration pursuant to this Section 4 shall not be deemed to be a demand registration as described in Section 3 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 4.

5. Form S-3 or Form F-3 Registration. In case the Company shall receive from any Holder or Holders of Registrable Securities then outstanding a written request or requests that the Company effect a registration on Form S-3 or Form F-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, then the Company will:

(a) Notice. Promptly give written notice of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance, to all other Holders of Registrable Securities; and

(b) Registration. Use all commercially reasonable efforts to effect, as soon as practicable, such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within fourteen (14) days after the Company provides the notice contemplated by Section 5(a); provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 5:

(1) if Form S-3 or Form F-3 is not available for such offering by the Holders;

(2) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public (net of any underwriters' discounts or commissions) of less than US$1,000,000;

(3) if the Company shall furnish to the Holders a certificate signed by the Company's chief executive officer or Chairman of the Board stating that in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its Shareholders for such Form S-3 or Form F-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 or Form F-3 registration statement for a period of not more than ninety (90) days after receipt of the request of the Holder or Holders under this Section 5; provided that such right shall be exercised by the Company not more than once in any twelve (12) month period; and provided further that the Company shall not register any securities for the account of itself or any other Shareholder during such ninety (90) day period (other than a registration relating solely to the sale of securities of participants in an employee benefit plan, a registration relating to a corporate reorganization or transaction under Rule 145 of the Securities Act);

(4) if the Company has, within the twelve (12) month period preceding the date of such request, already effected two (2) registrations under the Securities Act pursuant to the provisions of Section 5 and such registrations have been declared or ordered effective;

(5) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance;

(6) if the Company, within thirty (30) days of receipt of the request of Holders requesting registration on Form S-3 or Form F-3, gives notice of its bona fide intention to effect the filing of a registration statement with the SEC within one hundred twenty (120) days of receipt of such request (other than a registration effected solely to qualify an employee benefit plan or to effect a corporate reorganization or transaction under Rule 145 of the Securities Act), provided that the Company is actively employing in good faith all commercially reasonable efforts to cause such registration statement to become effective; or

(7) during the period starting with the date thirty (30) days prior to the Company's good faith estimate of the date of the filing of and ending on a date ninety (90) days following the effective date of a Company-initiated registration subject to Section 4 above, provided that the Company is actively employing in good faith all commercially reasonable efforts to cause such registration statement to become effective.

(c) Expenses. All expenses incurred in connection with any registration pursuant to this Section 5, including without limitation all registration, filing and qualification fees, printer's and accounting fees, fees and disbursements of counsel for the Company, and reasonable fees and disbursements of one legal counsel for the selling Holders (but excluding underwriters' discounts and commissions relating to shares sold by the Holders), shall be borne by the Company. Notwithstanding any of the foregoing provisions, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 5 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case the participating Holders requesting for the withdrawal shall bear such expenses), provided, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of such material adverse change, then the Holders shall not be required to pay any of such expenses and shall retain their rights pursuant to Section 5.

(d) Registration. If the Holders requesting registration on Form S-3 or Form F-3 intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 5 and the Company shall include such information in the written notice referred to in Section 5(a). The provisions of Section 3 shall be applicable to such request (with the substitution of Section 5 for references to Section 3). Subject to the foregoing, the Company shall file a registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the Holders requesting registration on Form S-3 or Form F-3.

(e) Not Demand Registration. Form S-3 or Form F-3 registrations shall not be deemed to be demand registrations as described in Section 3 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 5.

6. Obligations of the Company. Whenever required to effect the registration of any Registrable Securities under this Agreement the Company shall, as expeditiously as reasonably possible:

(a) Registration Statement. Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use all reasonable efforts to cause such registration statement to become effective, provided, however, that the Company shall not be required to keep any such registration statement effective for more than one hundred twenty (120) days.

(b) Amendments and Supplements. Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(c) Prospectuses. Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus and any free writing prospectus, as defined in rule 405 of the Securities Act (a "Free Writing Prospectus"), in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration.

(d) Blue Sky. Use all reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(e) Underwriting. In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering.

(f) Notification. Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus or Free Writing Prospectus (to the extent prepared by or on behalf of the Company) relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, and, at the request of any such Holder, the Company will, as soon as reasonably practicable, file and furnish to all such Holders a supplement or amendment to such prospectus or Free Writing Prospectus (to the extent prepared by or on behalf of the Company) so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in light of the circumstances under which they were made.

(g) Opinion and Comfort Letter. Furnish, at the request of any Holder requesting registration of Registrable Securities, on the date that such Registrable Securities are delivered to the underwriter(s) for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) a "comfort" letter dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities.

(h) Exchange. Cause all such Registrable Securities registered pursuant to this Schedule 2 to be listed on a national exchange or trading system and on each securities exchange and trading system on which similar securities issued by the Company are then listed.

(i) CUSIP. Provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Schedule 2 and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

(j) Notwithstanding the provisions of this Schedule 2, the Company shall be entitled to postpone or suspend, for a reasonable period of time (not to exceed one hundred twenty (120) days) and not more than once in any twelve (12) month period, the filing, effectiveness or use of, or trading under, any registration statement if the Company shall determine that any such filing or the sale of any securities pursuant to such registration statement would in the good faith judgment of the Board (i) materially impede, delay or interfere with any material pending or proposed financing, acquisition, corporate reorganization or other similar transaction involving the Company for which the Board has authorized negotiations, (ii) materially adversely impair the consummation of any pending or proposed material offering or sale of any class of securities by the Company, or (iii) require disclosure of material nonpublic information that, if disclosed at such time, would be materially harmful to the interests of the Company and its Shareholders; provided, however, that during any such period all executive officers and directors of the Company are also prohibited from selling securities of the Company (or any security of any of the Company's Subsidiaries or Associates). In the event of the suspension of effectiveness of any registration statement pursuant to this subsection (j), the applicable time period during which such registration statement is to remain effective shall be extended by that number of days equal to the number of days the effectiveness of such registration statement was suspended.

7. Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Schedule 2 with respect to the Registrable Securities of the selling Holders that such selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to timely effect the Registration of their Registrable Securities.

8. No Registration Rights to Third Parties. Without the prior consent of the Holders of a majority of the Registrable Securities then outstanding, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any person or entity any registration rights of any kind (whether similar to the demand, "piggyback" or Form S-3 or Form F-3 registration rights described in this Schedule 2, or otherwise) relating to any Securities of the Company, other than rights that are subordinate in right to the Preferred Shareholders.

9. Assignment. The registration rights under this Schedule 2 may be transferred or assigned by a Preferred Shareholder to a transferee who acquires any of the Preferred Shareholders' Shares (on an as-converted-basis), provided that BRV shall have the right to transfer such registration rights to any member of the BRV Group and any other Preferred Shareholder shall have the right to transfer such registration rights to any of its Associates.

10. Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Schedule 2.

11. Market Stand-Off Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's initial public offering and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (l80) days) plus an additional period as may be required pursuant to relevant rules of National Association of Securities Dealers (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares (whether such shares or any such securities are then owned by the Holder or are thereafter acquired), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise. The foregoing provisions of this Section 11 shall apply only to the Company's initial public offering of equity securities, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the Holders if all officers and directors and greater than one percent (1%) Shareholders of the Company enter into similar agreements. The underwriters in connection with the Company's initial public offering are intended third party beneficiaries of this Section 11 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Registrable Securities of each Holder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period. The Company shall require all future acquirers of the Company's securities holding at least one percent (1%) of the then outstanding share capital of the Company to execute prior to a Qualified IPO a market stand-off agreement containing substantially similar provisions as those contained in this Section 11.

Notwithstanding the foregoing, if (i) during the last seventeen (17) days of the one hundred eighty (180)-day restricted period, the Company issues an earnings release or material news or a material event relating to the Company occurs; or (ii) prior to the expiration of the one hundred eighty (180)-day restricted period, the Company announces that it will release earnings results during the sixteen (16)-day period beginning on the last day of the one hundred eighty (180)-day period, the restrictions imposed by this Section 11 shall continue to apply until the expiration of the additional stand-off period as may be required pursuant to relevant rules of National Association of Securities Dealers beginning on the issuance of the earnings release or the occurrence of the material news or material event.

12. In the event any Registrable Securities are included in a registration statement under this Schedule 2:

(a) To the extent permitted by law and its Memorandum and Articles of Association, the Company will indemnify and hold harmless each Holder, the partners, members, officers, directors and stockholders of each Holder, legal counsel and accountants for each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act, any state securities laws or any rule or regulation promulgated under the Securities Act, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus, final prospectus, or Free Writing Prospectus contained therein or any amendments or supplements thereto, any issuer information (as defined in Rule 433 of the Securities Act) filed or required to be filed pursuant to Rule 433(d) under the Securities Act or any other document incident to such registration prepared by or on behalf of the Company or used or referred to by the Company, (ii) the omission or alleged omission to state in such registration statement a material fact required to be stated therein, or necessary to make the statements therein not misleading or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities laws or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities laws, and the Company will reimburse each such Holder, underwriter, controlling person or other aforementioned person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section l2 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation that occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder, underwriter, controlling person or other aforementioned person.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter, any other Holder selling securities in such registration statement and any controlling person of any such underwriter or other Holder, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject, under the Securities Act, the Exchange Act, any state securities laws or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities laws, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any person intended to be indemnified pursuant to this Section 12(b) for any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 12(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld), and provided that in no event shall a Holder's liability pursuant to this Section 12(b), when combined with the amounts paid or payable by such Holder pursuant to Section 12(d), exceed the proceeds from the offering received by such Holder (net of underwriter discounts and commissions and any expenses paid by such Holder).

(c) Promptly after receipt by an indemnified party under this Section 12 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 12, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one (1) separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of liability to the indemnified party under this Section 12 to the extent of such prejudice, but the omission to so deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 12.

(d) If the indemnification provided for in this Section 12 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations; provided, however, that (i) no contribution by any Holder, when combined with any amounts paid by such Holder pursuant to Section 12(b), shall exceed the net proceeds from the offering received by such Holder and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this Section 12(d), when combined with the amounts paid or payable by such Holder pursuant to Section 12(b), exceed the proceeds from the offering received by such Holder (net of underwriter discounts and commissions and any expenses paid by such Holder). The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) The obligations of the Company and Holders under this Section 12 shall survive the completion of any offering of Registrable Securities in a registration statement under this Section 1 and otherwise.

13. Reports under the Exchange Act. With a view to making available to the Holders the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3 or F-3, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the effective date of the Company's initial public offering;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the first registration statement filed by the Company), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 or Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company and (iii) such other information as may be reasonably requested to avail any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to such form.

SCHEDULE 3

INITIAL OPERATING METRICS TO BE PROVIDED UNDER INFORMATION RIGHTS

业务和财务指标		注释
资产质量	累计贷款额	每月末
	贷款余额	每月末
	新增贷款额	月度
	逾期贷款余额	每月末
	新增逾期贷款额	月度
	累计贷款核销额	每月末
业务扩展	累计注册用户	每月末
	新增注册用户数	月度
	累计活跃用户	每月末
	新增活跃用户数	月度
	累计订单数	每月末
	新增订单数	月度
	平均订单金额	月度
	累计垫资额	每月末
	平均用户取得成本	月度
	渗透率	每月末
负债端	累计融资额	每月末
	融资余额	每月末
	新增融资额	月度

SCHEDULE 3

INITIAL OPERATING METRICS TO BE PROVIDED UNDER INFORMATION RIGHTS

Business and Financial Metrics		Note
Quality of asset	accumulated amount of loans	end of each month
	balance of loan	end of each month
	new amount of loans	monthly
	balance of past due amount of loans	end of each month
	new past due amount of loans	monthly
	accumulated charged-off amount of loans	end of each month
Business expansion	accumulated registered users	end of each month
	new registered users	monthly
	accumulated active users	end of each month
	new active users	monthly
	accumulated number of loans	end of each month
	new amount of loans	monthly
	average loan size	monthly
	accumulated amount advanced	end of each month
	average user engagement cost	monthly
	penetration rate	end of each month
Loan side	accumulated financed amount	end of each month
	balance of financed amount	end of each month
	new financed amount	monthly

SCHEDULE 4

FORM OF JOINDER AGREEMENT TO SHAREHOLDERS' AGREEMENT

The undersigned is executing and delivering this Joinder Agreement dated , pursuant to the Shareholders' Agreement, dated as of December 9, 2016 (the "Shareholders' Agreement"), by and among the Company, the Investors, the Key Holders, the Domestic Company certain other parties named therein.

Capitalized terms used but not defined in this Joinder Agreement shall have their meanings in the Shareholders' Agreement.

The undersigned hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, it shall be deemed to be a Party to the Shareholders' Agreement as of the date hereof and shall have all of the rights and obligations equal to those of the "Domestic Company" thereunder, as if it had executed the Shareholders' Agreement.

The undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Shareholders' Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first written above.

[Name of the Entity]

By: _____
Name:
Title: Authorized Signatory

Exhibit 4.5

AMENDMENT TO SHAREHOLDERS' AGREEMENT

This AMENDMENT TO SHAREHOLDERS' AGREEMENT (this "**Amendment**") is made on February 27, 2017, by and among:

(1) Qudian Inc., an exempted company duly incorporated with limited liability and validly existing under the Laws of the Cayman Islands (the "**Company**"); and

(2) the parties listed in Exhibit A.

Each of the forgoing parties is referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS

(A) The Company has entered into an Shareholders' Agreement with the parties listed in Exhibit A and certain other parties on December 9, 2016 (the "**Prior Agreement**");

(B) The Company and the parties listed in Exhibit A have agreed to amend the Prior Agreement.

AGREEMENT

1. Amendment to the Prior Agreement. The Parties hereby agree to amend the Prior Agreement as follows:

1.1 The definition of "Kunlun Director" set forth in Section 1.1 of the Prior Agreement shall be deleted in its entirety.

1.2 The definition of "Preferred Directors" set forth in Section 1.1 of the Prior Agreement shall be deleted in its entirety and replaced by the following:

"**Preferred Directors**" means the API Director, the BRV Director, the Source Code Director, and the Phoenix Director, and "**Preferred Director**" means any one of them.

1.3 The definition of "Preferred Directors Majority" set forth in Section 1.1 of the Prior Agreement shall be deleted in its entirety and replaced by the following:

"**Preferred Directors Majority**" means any three (3) out of four (4) Preferred Directors.

1.4 Section 3.2 of the Prior Agreement shall be deleted in its entirety and replaced by the following:

Each of API, BRV, Source Code, and Phoenix shall be entitled to elect, remove and replace one (1) director of the Board (the director elected by BRV, the "**BRV Director**"; the director elected by Source Code, the "**Source Code Director**"; the director elected by Phoenix, the "**Phoenix Director**"; and the director elected by API, the "**API Director**") . The Group Companies and the Key Holders shall cause one (1) representative nominated by API to be elected to any Subsidiary Board upon the request of API, provided that API is still entitled to elect, remove and replace one (1) director of the Board at the time of issuing the aforesaid request. The Group Companies and the Key Holders shall cause one (1) representative nominated by each of API, BRV, Source Code, and Phoenix to be elected to any Subsidiary Board. Each of API, BRV, Source Code, Phoenix and Kunlun shall also be entitled to appoint an observer (each an "**Observer**") to the Board to attend all Board meetings in a non-voting capacity. The Company shall reimburse API, BRV, Source Code, Phoenix and Kunlun (and/or their Associates) for all reasonable out-of-pocket expenses incurred by their respective Preferred Directors and Observers in attending Board meetings and for any other services as a Director or an Observer of the Company and/or any Subsidiary of the Company.

1.5 Section 3.3 of the Prior Agreement shall be deleted in its entirety and replaced by the following:

The Founder Holdco shall be entitled to elect three (3) directors of the Board of the Company (the "**Ordinary Directors**", each an "**Ordinary Director**"), one of whom shall be the then current chief executive officer of the Company, who shall be entitled to vote for the Ordinary Vacant Seats.

1.6 Section 3.9 of the Prior Agreement shall be deleted in its entirety and replaced by the following:

To the maximum extent permitted by the law of the jurisdiction in which the Company or any of its Subsidiary is organized and the Memorandum and Articles of Association and the Charter Documents of Subsidiaries of the Company, the Company and each Subsidiary of the Company (as the case may be) shall indemnify and hold harmless each of its directors. At the request of any Preferred Director, the Company shall obtain within ninety (90) days of the date upon receipt of the notice of such Preferred Director a commercially reasonable directors and officers liability insurance policy from financially sound and reputable insurers, the amount of which shall be approved by the Board (including the Preferred Directors Majority). Promptly following receipt of such directors and officers liability insurance policy, the Company shall provide to each of API, BRV, Source Code, and Phoenix a copy of such policy and any related questionnaire as requested by API, BRV, Source Code, or Phoenix. The Preferred Directors and Observers shall be entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with attending board meetings and for any other services as a director or an observer of the Company or any of its Subsidiaries.

1.7 Section 8.3 of the Prior Agreement shall be deleted in its entirety and replaced by the following:

Except with the prior written authorization of Kunlun, none of the Company or the Group Companies shall be entitled to use, publish, or reproduce the name, trademark or logo of "Kalends", "Kunlun-inc", " 昆仑 ", " 昆仑万维 ", or any similar name, trademark and/or logo in any of their marketing, advertising or promotion materials or otherwise for any marketing, advertising or promotional purposes.

2. Full Force and Effect. Except as amended, supplemented and restated hereby, the Prior Agreement remains in full force and effect. To the extent of any of the terms and provisions of the Prior Agreement conflicts, or is not consistent, with any of the terms or provisions of this Amendment, this Amendment shall control and prevail.

3. Governing Law; Dispute Resolution. This Amendment and any and all claims arising out of or in connection with this Amendment shall in all respects be governed by and construed in accordance with the Laws of Hong Kong without regard to principles of conflict of law. The provisions of Sections 25.2 and 25.3 of the Prior Agreement shall apply to this Amendment mutatis mutandis as if set out in full herein.

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be treated as an original, but all of which together shall constitute one and the same instrument. Any counterpart or other signature delivered by facsimile or electronic mail shall be deemed for all purposes as being good and valid execution and delivery of this Amendment.

5. No Presumption. The Parties hereto acknowledge that any applicable law that would require interpretation of any claimed ambiguities in this Amendment against the drafter thereof, has no application and is expressly waived. If any claim is made relating to any conflict, omission or ambiguity in the provisions of this Amendment, no presumption or burden of proof or persuasion will be implied because this Amendment was prepared by or at the request of any party or its respective counsel.

[The space below is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment to Shareholders' Agreement as of the date first above written.

QUDIAN INC.

By: /s/ LUO Min
Name: LUO Min (罗敏)
Title: Director

QUFENQI HOLDING LIMITED

By: /s/ LUO Min
Name: LUO Min (罗敏)
Title: Director

LUO Min (罗敏)

By: /s/ LUO Min

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment to Shareholders' Agreement as of the date first above written.

JOYFUL BLISS LIMITED

By: /s/ Tan Jui Kuang
Authorized Signatory

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment to Shareholders' Agreement as of the date first above written.

EVER BLISS FUND, L.P.

By: /s/ Tan Jui Kuang
Authorized Signatory

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment to Shareholders' Agreement as of the date first above written.

SOURCE CODE ACCELERATE L.P.

By: /s/ Yi Cao
Authorized Signatory

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment to Shareholders' Agreement as of the date first above written.

KUNLUN GROUP LIMITED

By: /s/ Yahui Zhou
Authorized Signatory

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment to Shareholders' Agreement as of the date first above written.

API (HONG KONG) INVESTMENT LIMITED

By: /s/ Lam Mun Wai, Lisa
Authorized Signatory

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment to Shareholders' Agreement as of the date first above written.

PHOENIX AUSPICIOUS FINTECH INVESTMENT L.P.

By: /s/ Li Du
Authorized Signatory

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment to Shareholders' Agreement as of the date first above written.

WA SUNG INVESTMENT LIMITED

By: /s/ Qiang Ye
Authorized Signatory

Exhibit A

1. Qufenqi Holding Limited
2. Luo Min
3. Phoenix Auspicious FinTech Investment L.P.
4. Wa Sung Investment Limited
5. API (Hong Kong) Investment Limited
6. Kunlun Group Limited
7. Source Code Accelerate L.P.
8. Joyful Bliss Limited
9. Ever Bliss Fund, L.P.

Exhibit 5.1

18 September, 2017

Qudian Inc.
Cricket Square, Hutchins Drive
PO Box 2681
Grand Cayman KY1-1111
Cayman Islands

Dear Sirs,

Qudian Inc. (the "**Company**")

We have acted as special legal counsel in the Cayman Islands to the Company in connection with a registration statement on form F-1 to be filed with the U.S. Securities and Exchange Commission (the "**Commission**") on or about 18 September, 2017 (the "**Registration Statement**", which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) relating to the registration under the U.S. Securities Act of 1933, as amended, (the "**Securities Act**") of Class A ordinary shares, par value US$0.0001 each (the "**Class A Ordinary Shares**") of the Company.

For the purposes of giving this opinion, we have examined a copy of the Registration Statement. We have also reviewed (1) the currently adopted amended and restated memorandum and articles of association of the Company provided to us on 29 August, 2017, (2) the latest drafts of unanimous written resolutions of the directors of the Company and unanimous written resolutions of the members of the Company to be passed prior to the effectiveness of the Registration Statement (the "**Listing Resolutions**"), (3) the latest drafts of the second amended and restated memorandum of association and the second amended and restated articles of association of the Company proposed to become effective upon the closing of the Company's initial public offering of Class A Ordinary Shares represented by American Depositary Shares (the "**Listing M&As**"), (4) a Certificate of Good Standing issued by the Registrar of Companies in relation to the Company on 31 May, 2017 (the "**Certificate Date**"), and (5) such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) that where a document has been examined by us in draft form, it will be or has been executed and/or filed in the form of that draft, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention, (c) the accuracy and completeness of all factual representations made in the Registration Statement and other documents reviewed by us, (d) that the Listing Resolutions will be passed at one or more duly convened, constituted and quorate meetings or by unanimous written resolutions, will remain in full force and effect and will not be rescinded or amended, (e) that the Listing M&As will have been duly adopted by all corporate authority of the Company prior to the issue of any Class A Ordinary Shares by the Company, (f) that there is no provision of the law of any jurisdiction, other than the Cayman Islands, which would have a*n*y implication in relation to the opinions expressed herein, (g) that upon issue of any Class A Ordinary Shares to be sold by the Company, the Company will receive consideration for the full issue price thereof which shall be equal to at least the par value thereof, and (f) the validity and binding effect under the laws of the United States of America of the Registration Statement and that the Registration Statement will be duly filed with the Commission.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than the Cayman Islands. This opinion is to be governed by and construed in accordance with the laws of the Cayman Islands and is limited to and is given on the basis of the current law and practice in the Cayman Islands.

On the basis of and subject to the foregoing, we are of the opinion that:

1. The Company is duly incorporated and existing under the law of the Cayman Islands and, based on the Certificate of Good Standing, is in good standing as at the Certificate Date. Pursuant to the Companies Law (the "**Law**"), a company is deemed to be in good standing if all fees and penalties under the Law have been paid and the Registrar of Companies has no knowledge that the Company is in default under the Law.

2. When issued and paid for as contemplated by the Registration Statement, the Class A Ordinary Shares will be validly issued, fully paid and non-assessable (which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue of such shares).

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to our firm under the captions "Enforcement of Civil Liabilities" and "Legal Matters" in the prospectus forming a part of the Registration Statement. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Yours faithfully,

/s/ Conyers Dill & Pearman
Conyers Dill & Pearman

Exhibit 8.1

Simpson Thacher & Bartlett LLP
425 LEXINGTON AVENUE
NEW YORK, NY 10017-3954

TELEPHONE: +1-212-455-2000
FACSIMILE: +1-212-455-2502

September 18, 2017

Qudian Inc.
15/F Lvge Industrial Building
1 Datun
Chaoyang District, Beijing 100012
People's Republic of China

Ladies and Gentlemen:

We have acted as United States counsel to Qudian Inc., a Cayman Islands company (the "Company"), in connection with the registration statement on Form F-1, including the prospectus contained therein (together, the "Registration Statement"), filed on the date hereof by the Company with the U.S. Securities and Exchange Commission (the "Commission") under the U.S. Securities Act of 1933, as amended, relating to the registration of the Company's Class A ordinary shares, par value US$0.0001 per share, which will be represented by American depositary shares ("ADSs") evidenced by American depositary receipts.

We have examined the Registration Statement and the form of deposit agreement to be entered into among the Company, Deutsche Bank Trust Company Americas, as depositary, and holders from time to time of ADSs (the "Deposit Agreement"). In addition, we have examined, and have relied as to matters of fact upon, originals, or duplicates or certified or conformed copies, of such records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such other and further investigations as we have deemed necessary or appropriate as a basis for the opinion hereinafter set forth. In such examination, we have assumed the accuracy of the factual matters described in the Registration Statement and that the Registration Statement and other documents will be executed by the parties in the forms provided to and reviewed by us. We have also assumed that the Deposit Agreement will be executed in the form reviewed by us.

In rendering the opinion set forth below, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein and in the Registration Statement, we are of the opinion that the statements made in the Registration Statement under the caption "Taxation – Certain United States Federal Income Tax Considerations," insofar as they purport to constitute summaries of matters of United States federal tax law and regulations or legal conclusions with respect thereto, constitute accurate summaries of the matters described therein in all material respects.

We note that, because the determination of the Company's status as a passive foreign investment company (a "PFIC") for United States federal income tax purposes is based on an annual determination that cannot be made until the close of a taxable year, and involves extensive factual investigation, we do not express any opinion herein with respect to the Company's PFIC status in any taxable year.

We do not express any opinion herein concerning any law other than the United States federal income tax law.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the Registration Statement.

Very truly yours,

/s/ Simpson Thacher & Bartlett LLP

SIMPSON THACHER & BARTLETT LLP

Exhibit 8.2

18 September, 2017

Qudian Inc.
Cricket Square, Hutchins Drive
PO Box 2681
Grand Cayman KY1-1111
Cayman Islands

Dear Sirs,

Qudian Inc. (the "**Company**")

We have acted as special legal counsel in the Cayman Islands to the Company in connection with a registration statement on form F-1 to be filed with the U.S. Securities and Exchange Commission (the "**Commission**") on or about 18 September, 2017 (the "**Registration Statement**", which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) relating to the registration under the U.S. Securities Act of 1933, as amended, (the "**Securities Act**") of Class A ordinary shares, par value US$0.0001 each of the Company.

For the purposes of giving this opinion, we have examined and relied upon copies of the following documents:

(i) the Registration Statement; and

(ii) a draft of the prospectus (the "**Prospectus**") contained in the Registration Statement which is in substantially final form.

We have also reviewed and relied upon (1) the currently adopted amended and restated memorandum of association and articles of association of the Company, (2) the latest drafts of the second amended and restated memorandum of association and articles of association of the Company, to be adopted by the Company and to become effective upon the effectiveness of the Registration Statement, and (3) such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures, stamps and seals and the conformity to the originals of all copies of documents (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken; (b) the accuracy and completeness of all factual representations made in the Prospectus and Registration Statement reviewed by us; (c) the validity and binding effect under the laws of the United States of America of the Registration Statement and the Prospectus and that the Registration Statement will be duly filed with or declared effective by the Commission; and (d) that the Prospectus, when published, will be in substantially the same form as that examined by us for purposes of this opinion.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than the Cayman Islands. This opinion is to be governed by and construed in accordance with the laws of the Cayman Islands and is limited to and is given on the basis of the current law and practice in the Cayman Islands.

On the basis of and subject to the foregoing, we are of the opinion that the statements under the caption "**Taxation — Cayman Islands Taxation**" in the Prospectus forming part of the Registration Statement, to the extent that they constitute statements of Cayman Islands law, are accurate in all material respects and that such statements constitute our opinion.

We hereby consent to the use of this opinion in, and the filing hereof as an exhibit to, the Registration Statement and further consent to the reference of our name in the Prospectus forming part of the Registration Statement. In giving this consent, we do not hereby admit that we are experts within the meaning of Section 11 of the Securities Act or that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Yours faithfully,

/s/ Conyers Dill & Pearman
Conyers Dill & Pearman

Exhibit 10.1

QUDIAN INC.

FORM OF INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the "Agreement") is entered into as of by and between Qudian Inc., a Cayman Islands company (the "Company") and the undersigned, a [director/officer] of the Company ("Indemnitee").

RECITALS

1. The Company recognizes that highly competent persons are becoming more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against risks of claims and actions against them arising out of their services to the corporation.

2. The Board of Directors of the Company (the "Board") has determined that the inability to attract and retain highly competent persons to serve the Company would be detrimental to the best interests of the Company and its shareholders and that it is reasonable and necessary for the Company to provide adequate protection to such persons against risks of claims and actions against them arising out of their services to the Company.

3. The Company and Indemnitee do not regard the indemnities available under the Company's memorandum and articles of association, as now or hereinafter in effect (the "Articles of Association") as adequate to protect Indemnitee against the risks associated with his service to the Company.

4. The Company is willing to indemnify Indemnitee to the fullest extent permitted by applicable law, and Indemnitee is willing to serve and continue to serve the Company on the condition that he be so indemnified.

AGREEMENT

In consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

I. Definitions

The following terms shall have the meanings defined below:

Change in Control shall be deemed to have occurred if, on or after the date of this Agreement, (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than (a) a trustee or other fiduciary holding securities under an employee benefit plan of the Company acting in such capacity; (b) a corporation owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of ordinary shares of the Company; or (c) any current beneficial shareholder or group, as defined by Rule 13d-5 of the Exchange Act, including the heirs, assigns and successors thereof, of beneficial ownership, within the meaning of Rule 13d-3 of the Exchange Act, of securities possessing more than 50% of the total combined voting power of the Company's outstanding securities; hereafter becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than 20% of the total combined voting power represented by the Company's then outstanding ordinary shares, (ii) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board and any new director whose election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least two thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the shareholders of the Company approve a merger or consolidation of the Company with any other corporation other than a merger or consolidation which would result in the ordinary shares of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into ordinary shares of the surviving entity) at least 80% of the total voting power represented by the ordinary shares of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the shareholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of related transactions) all or substantially all of the Company's assets.

Disinterested Director means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

Expenses shall include damages, judgments, fines, penalties, settlements and costs, attorneys' fees and disbursements and costs of attachment or similar bond, investigations, liabilities, losses, taxes, any expenses paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal), or preparing for any of the foregoing in, any Proceeding, and any taxes, interests, assessments or other charges imposed as a result of the actual or deemed receipt of any payments under this Agreement; provided that if the Indemnitee provides his or her primary professional services based on an hourly fee rate (the "Hourly Rate"), the Expenses shall also include the product of the amount of time he or she shall spend for any Proceeding and the effective Hourly Rate.

Indemnifiable Event means any event or occurrence that takes place either before or after the execution of this Agreement, related to the fact that Indemnitee is or was a director or an officer of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other entity, including services with respect to employee benefit plans, or was a director or officer of an entity that was a predecessor of the Company or another entity at the request of such predecessor entity, or related to anything done or not done by Indemnitee in any such capacity.

Independent Counsel means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

Participant means a person who is a party to, or witness or participant (including on appeal) in, a Proceeding.

Proceeding means any threatened, pending, or completed action, suit or proceeding, or any inquiry, hearing or investigation, whether civil, criminal, administrative, investigative or other, including any appeal thereof, in which Indemnitee may be or may have been involved as a party or otherwise by reason of an Indemnifiable Event, including, without limitation, any threatened, pending, or completed action, suit or proceeding by or in the right of the Company.

Reviewing Party means (i) the Board by a majority vote of a quorum consisting of Disinterested Directors, or (ii) if a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, said Disinterested Directors so direct, Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee.

II. Agreement To Indemnify

1. General Agreement. In the event Indemnitee was, is, or becomes a Participant in, or is threatened to be made a Participant in, a Proceeding, the Company shall indemnify the Indemnitee from and against any and all Expenses which Indemnitee incurs or becomes obligated to incur in connection with such Proceeding, to the fullest extent permitted by applicable law.

2. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of Expenses, but not for the total amount of Expenses, the Company shall indemnify the Indemnitee for the portion of such Expenses to which Indemnitee is entitled.

3. Exclusions. Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification under this Agreement:

(a) to the extent that payment is actually made to Indemnitee under a valid, enforceable and collectible insurance policy;

(b) to the extent that Indemnitee is indemnified and actually paid other than pursuant to this Agreement;

(c) in connection with any Proceeding initiated by Indemnitee against the Company, any director or officer of the Company or any other party, and not by way of defense, unless (i) the Company has joined in or the Reviewing Party (as defined herein) has consented to the initiation of such Proceeding; or (ii) the Proceeding is one to enforce indemnification rights under this Agreement or any applicable law;

(d) brought about by the dishonesty or fraud of the Indemnitee seeking payment hereunder; provided, however, that the Indemnitee shall be protected under this Agreement as to any claims upon which suit may be brought against him by reason of any alleged dishonesty on his part, unless a judgment or other final adjudication thereof adverse to the Indemnitee establishes that he committed (i) acts of active and deliberate dishonesty, (ii) with actual dishonest purpose and intent, and (iii) which acts were material to the cause of action so adjudicated;

(e) for any judgment, fine or penalty which the Company is prohibited by applicable law from paying as indemnity;

(f) arising out of Indemnitee's personal tax matter; or

(g) arising out of Indemnitee's breach of an employment agreement with the Company (if any) or any other agreement with the Company or any of its subsidiaries.

4. No Employment Rights. Nothing in this Agreement is intended to create in Indemnitee any right to continued employment with the Company.

5. Contribution. If the indemnification provided in this Agreement is unavailable and may not be paid to Indemnitee for any reason other than those set forth in Section II. 3, then the Company shall contribute to the amount of Expenses paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in such proportion as is appropriate to reflect (i) the relative benefits received by the Company on the one hand and by the Indemnitee on the other hand from the transaction from which such Proceeding arose, and (ii) the relative fault of the Company on the one hand and of the Indemnitee on the other hand in connection with the events which resulted in such Expenses, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of the Indemnitee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such Expenses, judgments, fines or settlement amounts. The Company agrees that it would not be just and equitable if contribution pursuant to this Section II. 5 were determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

III. Indemnification Process

1. Notice and Cooperation By Indemnitee. Indemnitee shall give the Company notice in writing as soon as practicable of any claim made against Indemnitee for which indemnification will or could be sought under this Agreement. Notice to the Company shall be given in accordance with Section VI.7 below. In addition, Indemnitee shall give the Company such information and cooperation as the Company may reasonably request.

2. Indemnification Payment.

(a) *Advancement of Expenses*. Indemnitee may submit a written request with reasonable particulars to the Company requesting that the Company advance to Indemnitee all Expenses that may be reasonably incurred in advance by Indemnitee in connection with a Proceeding. The Company shall, within ten (10) business days of receiving such a written request by Indemnitee, advance all requested Expenses to Indemnitee. Any excess of the advanced Expenses over the actual Expenses will be repaid to the Company.

(b) *Reimbursement of Expenses*. To the extent Indemnitee has not requested any advanced payment of Expenses from the Company, Indemnitee shall be entitled to receive reimbursement for the Expenses incurred in connection with a Proceeding from the Company as soon as practicable after Indemnitee makes a written request to the Company for reimbursement.

(c) *Determination by the Reviewing Party*. Notwithstanding the foregoing, (i) the obligations of the Company under Section II.1 shall be subject to the condition that the Reviewing Party shall not have determined (in a written opinion, in any case in which the Independent Counsel referred to in Section III.2(e) hereof is involved) that Indemnitee would not be permitted to be indemnified under applicable law or the Company's Articles of Association, and (ii) the obligation of the Company to make an advance payment of Expenses to Indemnitee pursuant to Section III. 2(a) shall be subject to the condition that, if, when and to the extent that the Reviewing Party determines that Indemnitee would not be permitted to be so indemnified under applicable law or the Company's Articles of Association, the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all such amounts theretofore paid; provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any advanced Expenses until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed). The Indemnitee's obligation to reimburse the Company for any advanced Expenses shall be unsecured and no interest shall be charged thereon. If there has not been a Change in Control, the Reviewing Party shall be selected by the Board, and if there has been such a Change in Control (other than a Change in Control which has been approved by a majority of the Company's Board who were directors immediately prior to such Change in Control), the Reviewing Party shall be the Independent Counsel referred to in Section III.2(e) hereof.

(d) *Enforcement of Indemnification Rights*. If there has been no determination by the Reviewing Party or if the Reviewing Party determines that Indemnitee substantively would not be permitted to be indemnified in whole or in part under applicable law, or if Indemnitee has not otherwise been paid in full within 30 days after a written demand has been received by the Company, Indemnitee shall have the right to commence litigation in any court having subject matter jurisdiction thereof and in which venue is proper to recover the unpaid amount of the demand (an "Enforcement Proceeding") and, if successful in whole or in part, Indemnitee shall be entitled to be paid any and all Expenses in connection with such Enforcement Proceeding. The Company hereby consents to service of process and to appear in any such proceeding.

(e) *Change in Control*. The Company agrees that if there is a Change in Control of the Company (other than a Change in Control which has been approved by a majority of the Company's Board who were directors immediately prior to such Change in Control) then, with respect to all matters thereafter arising concerning the rights of Indemnitees to payments of Expenses under this Agreement or any other agreement or under the Company's Articles of Association, Independent Counsel shall be selected by the Indemnitee and approved by the Company (which approval shall not be unreasonably withheld). Such counsel, among other things, shall render its written opinion to the Company and Indemnitee as to whether and to what extent Indemnitee would be permitted to be indemnified under applicable law, and the Company agrees to abide by such opinion. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

3. Assumption of Defense. In the event the Company is obligated under this Agreement to advance or bear any Expenses for any Proceeding against Indemnitee, the Company shall be entitled to assume the defense of such Proceeding, with counsel approved by Indemnitee, upon delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee in writing and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same Proceeding, unless (i) the employment of counsel by Indemnitee has been previously authorized by the Company, (ii) Indemnitee shall have reasonably concluded that, based on written advice of counsel, there may be a conflict of interest of such counsel retained by the Company between the Company and Indemnitee in the conduct of any such defense, or that counsel selected by the Company may not be adequately representing Indemnitee, or (iii) the Company ceases or terminates the employment of such counsel with respect to the defense of such Proceeding, in any of which events the fees and expenses of Indemnitee's counsel shall be at the expense of the Company. At all times, Indemnitee shall have the right to employ counsel in any Proceeding at Indemnitee's expense.

4. Defense to Indemnification, Burden of Proof and Presumptions. It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement that it is not permissible under this Agreement or applicable law for the Company to indemnify the Indemnitee for the amount claimed. In connection with any such action or any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified under this Agreement, the burden of proving such a defense or determination shall be on the Company. Neither the failure of the Reviewing Party or the Company to have made a determination prior to the commencement of such action by Indemnitee that indemnification is proper under the circumstances because Indemnitee has met the standard of conduct set forth in applicable law, nor an actual determination by the Reviewing Party or the Company that Indemnitee had not met such applicable standard of conduct shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

5. No Settlement Without Consent. Neither party to this Agreement shall settle any Proceeding in any manner that would impose any damage, loss, penalty or limitation on Indemnitee without the other party's written consent. Neither the Company nor Indemnitee shall unreasonably withhold its consent to any proposed settlement.

6. Company Participation. Subject to Section II.5, the Company shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial action if the Company was not given a reasonable and timely opportunity, at its expense, to participate in the defense, conduct and/or settlement of such action.

IV. Director and Officer Liability Insurance

1. Liability Insurance. The Company shall obtain and maintain a policy or policies of insurance with reputable insurance companies providing the officers and directors of the Company with coverage for losses incurred in connection with their services to the Company or to ensure the Company's performance of its indemnification obligations under this Agreement. To the extent the Company determines that it is no longer practicable for the Company to maintain such insurances, it shall notify promptly its directors and officers before it terminates such insurances and such termination must be approved by the majority of the Company's directors.

2. Coverage of Indemnitee. To the extent the Company maintains an insurance policy or policies providing directors' and officers' liability insurance, Indemnitee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any of the Company's directors or officers.

3. No Obligation. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain any director and officer insurance policy if a majority of the Company's directors determines in good faith that such insurance is not reasonably available in the case that (i) premium costs for such insurance are disproportionate to the amount of coverage provided, (ii) the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit, or (iii) Indemnitee is covered by similar insurance maintained by a parent or subsidiary of the Company.

V. Non-Exclusivity; Federal Preemption; Term

1. Non-Exclusivity. The indemnification provided by this Agreement shall not be deemed exclusive of any rights to which Indemnitee may be entitled under the Articles of Association, any vote of shareholders or directors, applicable law or any written agreement between Indemnitee and the Company (including its subsidiaries and affiliates). The indemnification provided under this Agreement shall continue to be available to Indemnitee for any action taken or not taken while serving in an indemnified capacity even though he may have ceased to serve in any such capacity at the time of any Proceeding.

2. Federal Preemption. Notwithstanding the foregoing, both the Company and Indemnitee acknowledge that in certain instances, U.S. federal law or public policy may override applicable law and prohibit the Company from indemnifying its directors and officers under this Agreement or otherwise. Such instances include, but are not limited to, the U.S. Securities and Exchange Commission's prohibition on indemnification for liabilities arising under certain U.S. federal securities laws. Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the U.S. Securities and Exchange Commission to submit the question of indemnification to a court in certain circumstances for a determination of the Company's right under public policy to indemnify Indemnitee.

3. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer and/or a director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding by reason of his former or current capacity at the Company or any other enterprise (including service with respect to employee benefit plans) at the Company's request, whether or not he is acting or serving in any such capacity at the time any Expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as an officer and/or a director of the Company or any other enterprise at the Company's request.

VI. Miscellaneous

1. Amendment of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided in this Agreement, no failure to exercise or any delay in exercising any right or remedy shall constitute a waiver.

2. Subrogation. In the event of payment to Indemnitee by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company to bring suit to enforce such rights.

3. Assignment; Binding Effect. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party; except that the Company may, without such consent, assign all such rights and obligations to a successor in interest to the Company which assumes all obligations of the Company under this Agreement in a written agreement in form and substance satisfactory to Indemnitee. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the parties hereto and the Company's successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of the Company) and assigns, as well as Indemnitee's spouses, heirs, and personal and legal representatives.

4. Severability and Construction. Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. The Company's inability, pursuant to a court order, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. In addition, if any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by applicable law. The parties hereto acknowledge that they each have opportunities to have their respective counsels review this Agreement. Accordingly, this Agreement shall be deemed to be the product of both of the parties hereto, and no ambiguity shall be construed in favor of or against either of the parties hereto.

5. Counterparts. This Agreement may be executed in two (2) counterparts, both of which taken together shall constitute one instrument.

6. Governing Law. This agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, U.S.A., without giving effect to conflicts of law provisions thereof.

7. Notices. All notices, demands, and other communications required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, on the date of delivery, or mailed, on the third business day after mailing, postage prepaid, certified or registered mail, return receipt requested, and addressed to the Company at:

Qudian Inc.
15/F Lvge Industrial Building
1 Datun
Chaoyang District, Beijing 100012
People's Republic of China
Attention: Mr. Carl Yeung

and to Indemnitee at:

[Name]
[Address]
[Address]
[Address]

Notice of change of address shall be effective only when done in accordance with this Section.

8. Certain Relationships. The obligations and rights created under this Agreement shall not be affected by any amendment to the Company's Articles of Association or any other agreement or instrument to which Indemnitee is not a party, and shall not diminish any other rights which Indemnitee now or in the future has against the Company or any other person or entity.

9. Acknowledgment. The Company expressly acknowledges that it has entered into this Agreement and assumed the obligations imposed on the Company under this Agreement in order to induce Indemnitee to serve or to continue to serve as a director or officer and acknowledges that Indemnitee is relying on this Agreement in serving or continuing to serve in such capacity. The Company further agrees to stipulate in any court proceeding that the Company is bound by all of the provisions of this Agreement.

10. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against Indemnitee, or Indemnitee's estate, heirs, executors, administrators or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

11. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first written above.

QUDIAN INC.

_____

Name:
Title:

INDEMNITEE

_____

Name:

Exhibit 10.2

QUDIAN INC.

FORM OF EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement, dated as of , 20 (this "Agreement"), is executed by and between Qudian Inc., an exempted company with limited liability incorporated and existing under the laws of the Cayman Islands (the "Company") and (holding passport of with passport number of /PRC Identification Card No.) (the "Executive").

RECITALS

The Company desires to employ the Executive, and the Executive agrees to be employed by the Company, and act as of the Company, all pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF EMPLOYMENT

1.1 The Company shall employ the Executive to take the position as set forth in Article 2 hereof, perform the duties and responsibilities as set forth in Article 2 hereof, and render services to the Company during a term of five (5) years commencing on , 20 and ending on , 20 (the "Term") . The Term may be early terminated pursuant to the provisions of Articles 4 and 5 hereof.

2. POSITION, DUTIES AND RESPONSIBILITIES

2.1 Position. The Executive shall be employed and act as the of the Company with all responsibilities that are customary for such officer, as well as other responsibilities reasonably assigned to the Executive by the Company. The Executive may take position in any Affiliate (as defined in Article 2.2 hereof) of the Company and is hereby appointed as of , an Affiliate of the Company, subject to the approval of such appointment by the board of directors of such Affiliate, and shall initial work in [Beijing, China]. The entity in which the Executive takes position and the location where the Executive works may be appropriately adjusted according to the operative demands of the Company in the future. The Executive shall use his/her best efforts to perform his/her duties and shall comply with all applicable laws, regulations and rules as well as the memorandum and articles of association and corporate and business policies and procedures of the Company. The Executive shall adhere to good business ethics and practices and shall not take advantage of his/her position for personal gains.

2.2 For the purpose of this Agreement, "Affiliate" means any entity directly or indirectly controlled by the Company. For the purpose of this Article, "Control" means the direct or indirect possession of the power to direct or cause to direct the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise, including, without limitation, (a) the direct or indirect ownership of 50% or more of the outstanding stocks or other equity interests issued by such entity, (b) direct or indirect ownership of the 50% or more voting power of such entity, or (c) the power to appoint, directly or indirectly, a majority of the members of the board of directors or other similar decision-making organization of such entity.

2.3 Voting Restriction. If the Executive is elected as a director of the Company, the Executive shall refrain from voting, in his/her capacity of a director of the Company, on matters in relation to his/her employment or termination of his/her employment at meetings of the board of directors of the Company.

2.4 Other Activities. Except with the prior written approval of the Company, the Executive shall not render commercial or professional services of any nature to any person or organization, whether or not for compensation; and the Executive will not directly or indirectly engage, participate, invest, finance or otherwise assist in any business activity that is potentially competitive in any manner with the business of the Company or any Affiliate or any business activity that may cause the Executive to be in conflict of interest with the Company or any Affiliate, whether or not for profit.

3. COMPENSATION AND BENEFITS

As full consideration for the services to be provided by the Executive under this Agreement and as full compensation for the obligations and restrictions to be imposed on the Executive by this Agreement, the Company shall or have its Affiliate in which the Executive holds a position, as the case may be, pay the Executive, and the Executive agrees to accept, the base salary, bonus, share option and other incentive programs, and other benefits as set forth in this Article 3.

3.1 Base salary. The Company shall pay base salaries to the Executive in the amount and by the means as set forth in Part I of Exhibit A hereof.

3.2 Bonus. The Executive may be entitled to the performance-based bonus as set forth in Part II of Exhibit A hereof.

3.3 Share Options and Other Incentive Programs. The Executive shall be eligible to participate in any share option or other incentive program available to officers or employees of the Company as determined by the Company.

3.4 Benefits. The Executive will be eligible to receive any benefit as the Company or the Affiliate with which the Executive works generally provides to its other employees of comparable position in accordance with the benefit plans established and amended from time to time at its sole discretion by the Company or such Affiliate, including without limitation, various mandatory health care, insurance and pension plans required in the jurisdiction where the Company or such Affiliate is located. The annual paid leave of the Executive shall be [twenty (20)] working days.

4. TERMINATION BY THE COMPANY.

4.1 Termination for Cause. For purposes of this Agreement, unless otherwise provided under applicable laws, "Cause" will exist at any time after the occurrence of one or more of the following events: (a) the Executive commits willful misconduct or gross negligence in performance of his duties hereunder ("Malfeasance") and fails to correct such Malfeasance within a reasonable period specified by the Company after the Company has sent the Executive a written notice demanding correction within such a period; (b) the Executive has committed Malfeasance and has caused serious losses and damages to the Company; (c) the Executive seriously violates the internal rules of the Company and fails to correct such violation within a reasonable period specified by the Company after the Company has sent the Executive a written notice demanding correction within such a period; (d) the Executive has seriously violated the internal rules of and has caused serious losses and damages to the Company; (e) the Executive is convicted by a court of competent jurisdiction or has pleaded guilty of theft, fraud or other criminal offense; or (f) the Executive seriously breaches his/her duty of loyalty to the Company or an Affiliate under the laws of the Cayman Islands, the PRC or other relevant jurisdictions. The Company may terminate the employment of the Executive for Cause at any time without prior written notice. Upon termination, the Company shall pay all compensation of the Executive accrued up to the date of termination pursuant to Article 3 hereof and severance payments as expressly required by applicable law; provided, however, that the Company may deduct and withhold any amount it is entitled to as damages under applicable laws. Thereafter, all obligations of the Company under this Agreement shall terminate.

4.2 Termination without Cause. The Company may terminate the Executive's employment by a three-month prior written notice. Upon termination, the Company shall pay all compensation of the Executive accrued up to the date of termination pursuant to Article 3 hereof; provided, however, that the Company may deduct and withhold any amount it is entitled to as damages under applicable laws. Thereafter, all obligations of the Company under this Agreement shall terminate.

4.3 Termination By Reason of Death. The employment of the Executive by the Company shall be automatically ceased upon the death of the Executive. In the event that employment of the Executive by the Company terminates as a result of the Executive's death, the Executive's estate or heirs will receive all unpaid compensation accrued as of the date of the termination of the employment as provided in Article 3 hereof; provided that, the Company may deduct and withhold any amount it is entitled to as damages under applicable laws. Thereafter, all obligations of the Company under this Agreement shall terminate. Nothing contained herein shall prevent the estate or heirs of the Executive from being entitled to any interest or other applicable benefits under any life insurance programs (if any). If the death of the Executive occurs during the performance of his/her duties for the Company, the Company shall pay to the appropriate beneficiaries a special compensation at an amount to be determined by the Company which shall not exceed the annual base salary of the Executive as set forth in Article 3.1 hereof.

4.4 Termination By Reason of Disability. In the event that the Executive is entitled to long-term disability benefits of the Company, or in the event that, in the judgment of the Company, the Executive is not able to perform his/her duties for 90 consecutive days or 120 days or longer in a 12-month period due to his/her physical or psychological problems, the Company may terminate the Executive's employment, provided that such termination is permitted by the law. Upon termination, the Company shall pay all compensation of the Executive accrued up to the date of termination pursuant to Article 3 hereof; provided, however, that the Company may deduct and withhold any amount it is entitled to as damages under applicable laws. Thereafter, all obligations of the Company under this Agreement shall terminate. The provisions of this Article 4.3 shall not affect the Executive's rights under any disability program that he/she participates (if any).

5. TERMINATION BY THE EXECUTIVE

5.1 The Executive may voluntarily terminate his/her employment with the Company with or without cause by a three-month prior written notice. During such three-month notice period, the Executive shall continue to perform diligently his/her duties and responsibilities under this Agreement. The Company shall have the discretion to terminate its employment with the Executive prior to the last day of such three-month period; provided that the Company shall have paid the Executive all of his/her compensation accrued through the last day of such three-month period pursuant to Article 3 hereof; provided further that the Company may deduct and withhold any amount it is entitled to as damages under applicable laws. Thereafter, the Company's obligations hereunder shall terminate. In such case, the Company shall not be responsible for paying any severance pay or other benefits to the Executive.

6. RESPONSIBILITIES UPON TERMINATION

6.1 Return of Documents. The Executive agrees to promptly return to the Company all documents and materials in any form received by the Executive by virtue of his/her employment with the Company upon or prior to the termination of his/her employment with the Company, including, without limitation, all originals and copies of any Proprietary Information as defined in Article 8 hereof as well as any part thereof, together with all equipment and other tangible or intangible assets of the Company. The Executive agrees not to retain any document or material that contains such Proprietary Information or any copy thereof.

6.2 Survival. The Executive further agrees that (a) all representations, warranties and obligations under Articles 6, 7, 8, 9, 11 and 14 hereof shall survive the termination or expiration of the Term; (b) all representations, warranties and obligations under Articles 6, 7, 8, 9, 11 and 14 hereof shall also survive the termination of this Agreement; and (c) after termination or expiration of the Term, the Executive shall use his/her best efforts to cooperate with the Company in connection with such surviving obligations, including, without limitation to, completion of outstanding work on behalf of the Company, transfer of his/her assignments to designated employees of the Company, and defense of the Company against claims raised by any third party in connection with any action or negligence of the Executive during his employment with the Company.

7. RESTRICTED ACTIVITIES

7.1 No-use of Proprietary Information. The Executive acknowledges that to conduct any activity restricted in this Article will certainly involve the use or disclosure of Proprietary Information as defined in Article 8 hereof and consequently result in a breach of such Article, and it will be difficult to directly demonstrate a breach of Article 8 hereof. Therefore, in order to prevent the Executive from using or disclosing the Proprietary Information as defined in Article 8 and as a condition to employing the Executive, the Executive agrees that during his/her employment with the Company and for a period of one year after the termination or expiration of the employment, the Executive shall not, directly or indirectly:

(a) refer or attempt to refer to any third party any business in which the Company or its Affiliates currently engage or will likely engage or participate, including, without limitation, solicitation or provision of any business or services that are essentially similar to the business of the Company or its Affiliates on behalf of any individual, company or other entity who was then an existing or prospective customer, supplier or partner of the Company or its Affiliates.

(b) seek to solicit the services of any employees who is employed by the Company or its Affiliates on or after the date of the Executive's termination, or in the year preceding such termination, without the prior written consent of the Company.

7.2 Non-Competition

(a) During the Restrictive Period set forth in Article 7.2(b) hereof, the Executive shall not, directly or indirectly, engage in any manner in any business that may compete with the business of the Company anywhere in the world, and without the prior written consent of the Company, the Executive shall not, directly or indirectly, anywhere in the world, own an interest in, manage, operate, join, control, lend money or render financial or other assistance to or participate in or be connected with, as an officer, employee, partner, stockholder, principal, licensor, consultant or otherwise, any person that competes with the Company. During the Restrictive Period, the Executive shall not approach borrowers, institutional funding partners, merchandise suppliers or other persons or entities introduced to the Executive in his or her capacity as a representative of the Company for the purpose of doing business with such persons or entities that will harm the Company's business relationships with these persons or entities.

(b) In this Article 7.2, “Restricted Period” shall mean the Term of this Agreement and one (1) year after the expiration or early termination thereof.

(c) In the event that the Executive is in breach of the provisions of Article 7.2(a) hereof, the Restricted Period shall be extended by the length of the period of such breach.

(d) The Executive acknowledges that the compensation to be paid by the Company shall have contained any and all economic consideration for each and all obligations of the Executive under this Article 7.2.

7.3 Enforceability. Each covenant contained in this Article 7 constitutes an independent covenant, and if any covenant in unenforceable, other covenants shall continue to be valid and binding. In the event the term of any restriction or the territorial restriction contained in this Article 7 is finally determined by a competent court to have exceeded the maximum extent deemed reasonable and enforceable by such court, then this Agreement shall be amended as such to adopt the longest term or largest territory deemed by such court to be enforceable.

7.4 Independent Covenant. All covenants contained in this Article 7 shall be interpreted as a separate agreement independent of other provisions of this Agreement. Any lawsuit or claim brought by the Executive against the Company (whether by virtue of this Agreement or any other agreement) shall not constitute a defense against the enforcement of this Article 7 by the Company.

8. PROPRIETARY INFORMATION

8.1 The Executive agrees that during his/her employment with the Company and within two (2) years after termination of his/her employment with the Company, he/she will keep in strict confidence all Proprietary Information and, without the prior written consent of the Company, will not use or disclose to any individual, entity or company the Proprietary Information other than the use or disclosure for the purposes of performing his/her duties and responsibilities and in favor of the Company or pursuant to applicable law to the extent necessary. “Proprietary Information” shall mean any proprietary, confidential or secret information disclosed to the Executive in connection with the Company, the business of the Company, or subsidiaries, Affiliates, customers or business partners of the Company or their respective businesses, or any third party to which the Company has confidentiality obligation (the “Related Party”) or its business. Such Proprietary Information shall include, without limitation, trade secrets, manuals, hardware, customers’ personal information, terms of business agreements and contracts, research materials, business strategies, personnel information, market information, technical materials, forecasts, promotion, financial and other business information of the Company or the Related Parties, no matter such information is directly or indirectly disclosed to the Executive in writing, orally, in the form of image or object or otherwise. The Executive understands that the Proprietary Information does not include any of the foregoing that has become known to the public other than as a result of disclosure by the Executive in breach hereof.

9. INTELLECTUAL PROPERTY

9.1 Inventions Retained and Licensed. Exhibit B of this Agreement sets forth all inventions which were made by the Executive prior to his/her employment with the Company (collectively, the "Prior Inventions"), including all processes, inventions, technology, original works of authorship, developments, improvements, formulas, patents, discoveries, copyrights and trade secrets. Such Prior Inventions, which belong to the Executive and are related to the Company's proposed business, products or research and development, are not assigned to the Company hereunder. In case that there is no Prior Invention listed in Exhibit B hereof, the Executive hereby confirms that no Prior Invention exist. If in the course of his/her employment with the Company, the Executive incorporates into a Company product, process, machine or other project a Prior Invention owned by the Executive or in which the Executive has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, sell and engage in other actions with respect to such Prior Invention as part of or in connection with such product, process or machine.

9.2 Assignment of Inventions. The Executive agrees that he/she will promptly make full written disclosure to the Company in confidence, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, without further compensation, all his/her right, title, and interest in and to any and all inventions, designs, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which the Executive may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time the Executive is in the employment of the Company and within twelve (12) months after the termination or expiration of the employment (collectively referred to as "Inventions"), except as provided in Article 9.3 below. The Executive further agrees to use best efforts to assist the Company in obtaining and enforcing patents, copyrights and other legal rights for these Inventions. The Executive further agrees that all patentable and copyrightable works which are made by the Executive (solely or jointly with others) within the scope of and during the period of his/her employment with the Company, are "works made for hire" and the Executive hereby assigns all proprietary rights, including patent and copyright, in these works to the Company without further compensation.

9.3 Unrelated Inventions. Inventions as referenced to in Article 9.2 hereof does not include inventions which the Executive can demonstrate to be developed entirely on his/her own time without using the Company's equipment, supplies, facilities or trade secret information (the "Unrelated Inventions"), unless those inventions that are either (i) related at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company, or (ii) result from any work performed by Executive for the Company. The Executive agrees to disclose promptly to the Company all such Unrelated Inventions and to provide the Company or its assignee first rights of refusal to license such disclosed Unrelated Inventions within three months after his/her disclosure of such Unrelated Inventions based on commercially negotiated terms.

9.4 Maintenance of Records. The Executive agrees to keep and maintain adequate and current written records of all Inventions made by the Executive (solely or jointly with others) during the term of his/her employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

9.5 Patent and Copyright Registrations.

(a) The Executive agrees to assist the Company, or its designee, upon the instruction of the Company, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents or other intellectual property rights relating thereto.

(b) The Executive further agrees that his/her obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of the Executive's mental or physical incapacity or for any other reason to secure his/her signature to apply for or to pursue any application for any domestic or foreign patents or copyright registrations covering Inventions assigned to the Company as above, then the Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his/her agent and attorney in fact, to act for and in his/her behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by the Executive.

10. INFORMATION OF PREVIOUS EMPLOYER

10.1 The Executive agrees that during his/her employment with the Company he/she will not inappropriately use or disclose any proprietary information or trade secrets owned by any previous employer of the Executive or any other individual or entity obtained prior to his/her employment with the Company, nor will he/she bring to the Company any such non-public document or proprietary information.

11. INFORMATION OF THIRD PARTIES

11.1 The Executive hereby acknowledges that the Company has received and may continue to receive from third parties confidential or proprietary information. The Executive agrees to keep in strict confidence all of such confidential or proprietary information in his/her possession and to refrain from using or disclosing to any individual, entity or company such confidential or proprietary information, except that such use or disclosure is in compliance with the agreement between the Company and such third party and is necessary for the performance of relevant work on behalf of the Company.

12. NO-CONFLICT

12.1 The Executive represents and warrants that the execution by the Executive of this Agreement, the employment with the Company, and the performance by the Executive of his/her duties and responsibilities pursuant to this Agreement will not breach any of his/her legal or contractual obligation to any prior employer of the Executive or any other parties, including, without limitation, any obligation in respect of proprietary or confidential information or intellectual property rights of such party.

13. FOREIGN CORRUPTION ACT

13.1 The Executive agrees to diligently adhere to the Foreign Corrupt Practices Act attached as Exhibit E hereof.

13.2 The Executive agrees and promises not to provide or offer any remuneration, gift, service or article of value to any government officials (including working stuff or employees of any government or administrative agencies, political parties or candidates) of any country for any reason. The Executive further agrees and promises that the Executive will not accept any remuneration in the form of cash or other tangible objects from any person in performing his/her duties under this Agreement other than the compensation specified in Article 3 of this Agreement. The Executive promises that all conducts of the Executive under this Agreement shall be in compliance with all relevant laws, regulations and administrative rules of the People’s Republic of China at all times.

14. MISCELLANEOUS

14.1 Continuing Obligation. If the Executive is employed by any existing or future Affiliate of the Company at any time, or provides services to such Affiliate, or otherwise retained by such Affiliate, then the obligations under this Agreement shall continue to apply. Any reference to the Company shall include such Affiliate. In the event that this Agreement expires or terminates for any reason, the Executive shall immediately resign from any position at such Affiliate of the Company, unless otherwise required by the Company.

14.2 Notice to Employer. The Executive hereby authorizes the Company to notify the relevant provisions of this Agreement and the Executive's obligations under this Agreement to the actual or future employer of the Executive (including the Affiliate with which the Executive will work).

14.3 Right to Name and Image. The Executive hereby authorizes the Company to use, or authorize any other person to use, once or from time to time during his/her employment with the Company, the names, photos, images (including cartoons), voices and resume of the Executive as well as photocopies and duplicates thereof in any media now known or developed in the future (including but not limited to movies, videos, digital or any other electronic media) for purposes as may be deemed appropriate by the Company.

14.4 Legal Fees. In any dispute arise from or in connection with this Agreement, the winning party shall be entitled to be reimbursed for reasonable legal fees.

14.5 Amendments, Extension and Waiver. This Agreement may not be amended, revised, extended or terminated unless by a written instrument executed by the Executive or a duly authorized representative of the Company (excluding the Executive). Any failure or delay to assert any right, remedy or power shall not be construed as a waiver of such right, remedy or power. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

14.6 Transfer; Successors and Assigns. The Executive agrees that he/she will not transfer, sell, assign or otherwise dispose of (whether voluntarily, involuntarily or by operation of law) any rights or interests under this Agreement, and the rights of the Executive shall not be subject to any security interest or creditors' claims. Any such transfer, assign or other disposal shall be invalid. Nothing contained in this Agreement shall prevent the Company from merging into or with any other company or selling all or substantially all of the assets of the Company, or transfer this Agreement or any obligation under this Agreement. In the event of any change in the ownership interest or the control of the Company, the provisions of this Agreement shall continue to apply and shall be binding upon any successors. Notwithstanding and subject to the foregoing, this Agreement shall be valid and binding upon, and inure to the benefit of, the successor, representative, heirs and permitted assigns of each party, and shall not vest in any other individual or entity any interest.

14.7 Notice. All notices or other communications under this Agreement shall be made in writing and delivered to the following addresses or any other addresses designated by each party in writing from time to time:

To the Company:

Address: 15/F Lvge Industrial Building
1 Datun
Chaoyang District, Beijing 100012
People's Republic of China
Attention: Mr. Carl Yeung

To the Executive:

Address:
Fax:
Attention of:

Any notice shall be deemed to have been delivered:

(a) If by hand or courier, on the date of actual delivery;

(b) If by prepaid and registered mail, on the fourth business days after the date of dispatch; or

(c) If by fax, on the date on which the fax is transmitted (as evidenced by the confirmatory report with fax number, pages transmitted and date of transmission).

14.8 Severability; Enforceability. If all or any portion of any provision of this Agreement as applied to any person, to any place or to any circumstance shall be ruled by an arbitration commission or a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, the same shall in no way affect (to the maximum extent permissible by Law) that provision or the remaining portions of that provision as applied to any parties, places or circumstances or any other provisions of this Agreement or the validity or enforceability of this Agreement as a whole.

14.9 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the People's Republic of China.

14.10 Language. This Agreement is written and executed in English and Chinese.

14.11 Originals. This Agreement is executed by the parties in two originals. Each of the parties will hold one original, and the two originals shall be equally valid.

The Executive acknowledges that (a) he/she has consulted or has the opportunity to consult with independent counsel of his choice regarding this Agreement, and the Company has suggested that he/she do so and (b) he/she has read and understands this Agreement, fully understands its legal effect, and has entered into this Agreement voluntarily in his/her own judgment. The Executive hereby agrees that the obligations under Articles 7, 8 and 9 hereof and the definition of the Proprietary Information contained in those provisions shall also apply to the Proprietary Information relating to any work performed for the Company prior to the execution of this Agreement.

[Signatures Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

QUDIAN INC.

By: _____
Name:
Title:

EXECUTIVE

By: _____
Name:

EXHIBIT A

Compensation

Part I. Base Salary

Part II. Bonus

EXHIBIT B

Prior Inventions

[To be provided by the Executive]

Exhibit 10.3

QUDIAN INC.
2016 EQUITY INCENTIVE PLAN

As adopted on December 9,2016

1. Purposes of the Plan.

The purposes of this Qudian Inc. 2016 Equity Incentive Plan (the "Plan") is to enable Qudian Inc., a Cayman Islands company (the "Company") to attract and retain the services of employees, directors and consultants considered essential to the success of the Company and the Group Members (as defined below) (collectively, the "Group") by providing additional incentives to promote the success of the Group as a whole. Options, Restricted Shares, Restricted Share Units, Dividend Equivalents, Share Appreciation Rights and Share Payments (each as defined below) may be granted under the Plan. Options granted under the Plan may be "Incentive Stock Options" or "Nonstatutory Stock Options," as determined by the Administrator (as defined below) at the time of grant.

2. Definitions and Interpretation.

(a) Definitions. In this Plan, unless the context otherwise requires, the following expressions shall have the following meanings:

"Administrator" means the Committee or in the absence of such Committee, the Board; provided, that, as applied to determinations related to Awards granted to the Chief Executive Officer of the Company, the Board, or a committee thereof, shall be the Administrator.

"Applicable Law" 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.

"Award" means a Dividend Equivalent, Option, Restricted Share, Restricted Share Unit, Share Appreciation Right or Share Payment award granted to a Participant pursuant to the Plan.

"Award Agreement" means any written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium.

"Board" means the board of directors of the Company.

"Business" means any Person that carries on activities for profit, and shall be deemed to include any affiliate of such Person.

"Cause" means, with respect to a Participant (unless otherwise expressly provided in the applicable Award Agreement, or another applicable contract with the Participant that defines such term for purposes of determining the effect that a "for cause" termination has on the Participant's Awards),

(i) any commission of an act of theft, embezzlement, fraud, dishonesty, ethical breach or other similar acts, or commission of a criminal offense;

(ii) any material breach of any agreement or understanding between the Participant and any Group Member including, without limitation, any applicable intellectual property and/or invention assignment, employment, non-competition, confidentiality or other similar agreement;

(iii) any material misrepresentation or omission of any material fact in connection with the Participant's employment with any Group Member or service as a Service Provider;

(i) any material failure to perform the customary duties as an Employee, Consultant or Director, to obey the reasonable directions of a supervisor or to abide by the policies or codes of conduct of the Company or any other Group Member; or

(ii) any conduct that is materially adverse to the name, reputation or interests of the Group Members.

"Change in Control" means any of the following transactions:

(iii) an amalgamation, arrangement, merger, consolidation or scheme of arrangement in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which the Company is incorporated or which following such transaction the holders of the Company's voting securities immediately prior to such transaction own more than fifty percent (50%) of the voting securities of the surviving entity;

(iv) the sale, transfer or other disposition of all or substantially all of the assets of the Company (other than to a Subsidiary);

(v) the completion of a voluntary or insolvent liquidation or dissolution of the Company;

(vi) any takeover, reverse takeover, scheme of arrangement, or series of related transactions culminating in a reverse takeover or scheme of arrangement (including, but not limited to, a tender offer followed by a takeover or reverse takeover) in which the Company survives but (A) the securities of the Company outstanding immediately prior to such transaction are converted or exchanged by virtue of the transaction into other property, whether in the form of securities, cash or otherwise, or (B) the securities possessing more than fifty percent (50%) of the total combined voting power of the Company's then outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such transaction culminating in such takeover, reverse takeover or scheme of arrangement, or (C) the Company issues new voting securities in connection with any such transaction such that holders of the Company's voting securities immediately prior to the transaction no longer hold more than fifty percent (50%) of the voting securities of the Company after the transaction; or

(vii) the acquisition in a single or series of related transactions by any person or related group of persons (other than Employees of one or more **Group Members or entities established for the benefit of the Employees of one or more Group Members) of (A) control of the Board or the ability to appoint a majority of the members of the Board, or (B) beneficial ownership (within the meaning of Rule 13d-3 under the U.S. Securities Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's then outstanding securities.**

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Committee" means the Compensation Committee of the Board (or a subcommittee thereof), or such other committee of the Board to which the Board has delegated power to act pursuant to the provisions of the Plan; provided, that in the absence of any such committee, the term "Committee" shall mean the Board.

"Company" has the meaning set forth in Section 1.

"Competitor" means any Business that is engaged in or is about to become engaged in any activity of any nature that competes with a product, process, technique, procedure, device or service of any Group Member.

"Consultant" means any Person who is engaged by a Group Member to render consulting or advisory services to a Group Member.

"Director" means a member of the board of directors of a Group Member.

"Disability" means (unless otherwise defined in an Award Agreement) a disability, whether temporary or permanent, partial or total, as determined by the Administrator; provided, that for purposes of Incentive Stock Options, "Disability" means a "permanent and total disability" as defined in Section 22(e)(3) of the Code.

"Dividend Equivalent" means a right to receive (in cash or other property or, subject to Section 11, a reduction in exercise price or base price of the relevant outstanding Award) dividends paid on Shares underlying an Award (or an amount equal to the dividends which would have been paid on such Shares, as if such Shares had been issued and outstanding during the relevant period) as provided under Section 11.

"Employee" means any person who has an employment relationship with any Group Member. A Service Provider shall not cease to be an Employee in the case of (i) any leave of absence approved by the relevant Group Member under Applicable Laws, or (ii) transfers between locations of Group Members.

"Fair Market Value" means, as of any date, the value of Shares determined as follows:

(i) **If the Shares are listed on one or more established stock exchanges or traded on automated quotation systems, the Fair Market Value shall be the closing sales price for such Shares (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Shares are listed or traded on the date of determination, as reported in Bloomberg or such other source as the Administrator deems reliable unless otherwise prescribed by any Applicable Law, or, if the date of determination is not a Trading Date, the closing price as quoted on the principal exchange or system on which the Shares are listed or traded on the Trading Date immediately preceding the date of determination;**

(ii) If depository receipts representing the Shares are listed on one or more established stock exchanges or traded on automated quotation systems, the Fair Market Value shall be the closing sales price for such depository receipts (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on the date of determination, as reported in Bloomberg or such other source as the Administrator deems reliable, multiplied by the number of Shares that are represented by such depository receipts, or, if the date of determination is not a Trading Date, the closing sales price as quoted on the principal exchange or system on which the Shares are listed or traded on the Trading Date immediately preceding the date of determination;

(iii) If the Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value shall be the mean between the high bid and low asked prices for the Shares on the date of determination; or

(iv) In the absence of an established market for the Shares, the Fair Market Value thereof shall be determined in good faith by the Administrator.

"Family Member" means (i) any person who is a "family member" of the Participant, as such term is used in the instructions to Form S-8 under the U.S. Securities Act (collectively, the "Immediate Family Members", which includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, and any person sharing the Participant's household (other than a tenant or employee); (ii) a trust solely for the benefit of the Participant and/or his or her Immediate Family Members; or (iii) a partnership or limited liability company whose only partners or shareholders are the Participant and/or his or her Immediate Family Members; or (iv) any other transferee as may be approved by the Administrator in its sole discretion in an Award Agreement or otherwise.

"Group" has the meaning set forth in Section 1.

"Group Member" means the Company, any Subsidiary or any Related Entity.

"Incentive Stock Option" means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

"Initial Public Offering" means the first firm commitment underwritten offering of the IPO Corporation pursuant to an effective registration statement under the U.S. Securities Act (other than a registration statement on Form S-4 or Form S-8 or any similar form).

"IPO Corporation" means the Company or any other entity which undertakes the Initial Public Offering.

"Nonstatutory Stock Option" means an Option not intended to qualify as an Incentive Stock Option.

"Option" means an option to purchase Shares granted pursuant to the Plan.

"Participant" means the holder of an outstanding Award granted under the Plan.

"Person" means any natural person, firm, company, corporation, body corporate, partnership, association, government, state or agency of a state, local, municipal or provincial authority or government body, joint venture, trust, individual proprietorship, business trust or other enterprise, entity or organization (whether or not having separate legal personality).

"Plan" has the meaning set forth in Section 1.

"Related Entity" means any Person in or of which the Company or a Subsidiary holds a substantial economic interest, or possesses the power to direct or cause the direction of the management policies, directly or indirectly, through the ownership of voting securities, by contract, or other arrangements as trustee, executor or otherwise, but which, for purposes of the Plan, is not a Subsidiary and which the Administrator designates as a Related Entity. For purposes of the Plan, any Person in or of which the Company or a Subsidiary owns, directly or indirectly, securities or interests representing twenty percent (20%) or more of its total combined voting power of all classes of securities or interests shall be deemed a "Related Entity" unless the Administrator determines otherwise.

"Restricted Share" means a Share subject to restrictions and repurchase rights granted pursuant to the Plan.

"Restricted Share Unit" means the right to receive a Share at a future date granted pursuant to the Plan.

"Service Provider" means any Person who is an Employee, a Consultant or a Director; provided, that Awards shall not be granted to any Consultant or Director in any jurisdiction in which, pursuant to Applicable Laws, grants to non-employees are not permitted. If any Person is a Service Provider by reason of being an Employee, Director or Consultant to the Company or any Subsidiary and such Person's service is transferred to a Related Entity, then the Administrator, in its sole discretion, may determine that such Person's service as a Service Provider has terminated as a result of such transfer for any or all purposes of any Award, Award Agreement and the Plan.

"Share" means an ordinary share of the Company, par value US$0.0001 per share, as adjusted in accordance with Section 14(a) below.

"Share Appreciation Right" means a right to receive a payment equal to the excess of the Fair Market Value of a specified number of Shares on the date the Share Appreciation Right is exercised over the base price as set forth in the applicable Award Agreement, granted pursuant to the Plan.

"Share Payment" means a payment in the form of Shares, as part of any bonus, deferred compensation or other cash compensation arrangement, made in lieu of all or any portion of such bonus, deferred compensation or other cash compensation arrangement, granted pursuant to the Plan.

"Subsidiary" means any Person Controlled by the Company. "Control" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person whether through the ownership of the voting securities of such Person or by contract or otherwise; provided, that for purposes of Incentive Stock Options, a Subsidiary shall mean only a corporation of which a majority of the outstanding voting securities or voting power is beneficially owned directly or indirectly by the Company. For purposes of the Plan, any "variable interest entity" that is consolidated into the consolidated financial statements of the Company under applicable accounting principles or standards as may apply to the consolidated financial statements of the Company shall be deemed a Subsidiary, unless as applied to Incentive Stock Options such "variable interest entity" is also any corporation of which a majority of the outstanding voting securities or voting power is beneficially owned directly or indirectly by the Company.

"Tax" means any income, employment, social welfare or other tax withholding obligations (including a Participant's tax obligations) or any levies, stamp duties, charges or taxes required or permitted to be withheld or otherwise payable under Applicable Laws with respect to any taxable event concerning a Participant arising as a result of this Plan.

"Terminated for Cause" or "Termination for Cause" means, in the case of a Participant, (i) the termination of the Participant's status as a Service Provider for Cause or (ii) the Participant's termination without Cause or voluntary resignation as a Service Provider if the Administrator determines at any time that, before or after the Participant's termination without Cause or resignation, a Group Member had Cause to terminate such Participant's status as a Service Provider.

"Trading Date" means any day on which the Shares or depository receipts representing the Shares are (i) publicly traded on one or more established stock exchanges or automated quotation systems under an effective registration statement or similar document under Applicable Law or (ii) quoted by a recognized securities dealer.

"U.S. Person" means each Person who is a "United States Person" within the meaning of Section 7701(a)(30) of the Code (i.e., a citizen or resident of the United States, including a lawful permanent resident, even if such individual resides outside of the United States).

"U.S. Securities Act" means the United States Securities Act of 1933 and the regulations thereunder, as amended from time to time.

"U.S. Securities Exchange Act" means the United States Securities Exchange Act of 1934 and the regulations thereunder, as amended from time to time.

(b) Interpretation. Unless expressly provided otherwise, or the context otherwise requires:

(i) the headings in this Plan are for convenience only and shall not affect its interpretation;

(ii) the terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa;

(iii) references to "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

(iv) references to "dollars" or "US$" shall be deemed references to the lawful money of the United States of America;

(v) references to clauses, sub-clauses, paragraphs, sub-paragraphs and schedules are to clauses, sub-clauses, paragraphs and sub-paragraphs of, and schedules to, this Plan;

(vi) use of any gender includes the other genders;

(vii) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(vii) a reference to any other document referred to in this Plan is a reference to that other document as amended, varied, novated or supplemented at any time; and

(viii) sections 8 and 19(3) of the Electronic Transactions Law (2003 Revision) of the Cayman Islands shall not apply.

3. Shares Subject to the Plan.

(a) Subject to the provisions of Sections 14 and paragraph (b) of this Section 3, the maximum aggregate number of Shares which may be subject to Awards under the Plan is 15,814,019 Shares. Subject to Section 14 and paragraph (b) of this Section 3, the maximum number of Incentive Stock Options that may be granted is 15,814,019. The Shares which may be subject to Awards are authorized but unissued Shares of the Company.

(b) If an Award (or any portion thereof) terminates, expires or lapses or is cancelled for any reason, any Shares subject to the Award (or such portion thereof) shall again be available for the grant of an Award pursuant to the Plan (unless the Plan has terminated). If any Award (in whole or in part) is settled in cash or other property in lieu of Shares, then the number of Shares subject to such Award (or such part) shall again be available for grant pursuant to the Plan. Shares that have actually been issued under the Plan, pursuant to Awards under the Plan shall not be returned to the Plan and shall not cause the number of Shares available to be subject to Awards under the Plan to be increased, except that if:

(i) any Restricted Shares are forfeited or the Company repurchases unvested Restricted Shares pursuant to the terms of the Award Agreement, or

(ii) the Company repurchases any Shares underlying any Award (or a portion thereof) in the event of a Participant's joining a Competitor, Termination for Cause, or any of the other circumstances as set forth in Section 18(a),

then such Restricted Shares or Shares shall form part of the authorized but unissued share capital of the Company and may become available for future grant under the Plan (to the extent permitted under Applicable Laws).

4. Administration of the Plan.

(a) Administrator. The Plan shall be administered by the Administrator (except as otherwise permitted herein).

(b) Duties and Powers of Administrator. It shall be the duty of the Administrator to conduct the general administration of the Plan in accordance with its provisions. Subject to the provisions of the Plan, the Administrator shall have the power and authority, in its discretion:

(v) to select the Service Providers to whom Awards may from time to time be granted hereunder;

(vi) to determine the type or types of Awards to be granted to each Service Provider;

(iii) to determine the exercise price of an Option or the base price of a Share Appreciation Right;

(vii) to determine the number of Shares to be covered by each such Award granted hereunder;

(viii) to prescribe the forms of Award Agreement for use under the Plan, which need not be identical for each Participant and to amend any Award Agreement; provided, that: (1) the rights or obligations of the Participant holding the Award that is the subject of any such Award Agreement are not affected adversely by such amendment; (2) the consent of the affected Participant is obtained; or (3) such amendment is otherwise permitted under the Plan. Any such amendment of an Award under the Plan need not be the same with respect to each Participant;

(ix) to determine the terms and conditions of any Award granted hereunder (such terms and conditions to include, but not be limited to, the exercise price, the time or times when Awards may be vested, issued or exercised as the case may be (which may be based on performance criteria), the times at which Shares are deliverable under a Restricted Share Unit, whether any Award may be paid in cash or Shares, any rules for tolling the vesting of awards upon an authorized leave of absence, any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Awards or the Shares relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine);

(x) to determine all matters and questions relating to whether a Participant's status as a Service Provider has been terminated, including without limitation if such termination was for Cause or for Disability and, if so, to determine the effective date of such termination (which it may determine to be the date of notice of resignation or the date of an act or omission by such Participant constituting Cause) and all questions of whether particular leaves of absence constitute a termination of the Service Provider;

(xi) to determine whether a Business is a Competitor;

(xii) to prescribe, amend and rescind rules and regulations relating to the Plan and the administration of the Plan and all Award Agreements, including rules and regulations relating to sub-plans established for the purpose of qualifying for preferred Tax treatment under the tax laws of any jurisdiction;

(xiii) to allow the Participants to satisfy minimum Tax withholding obligations by having the Company withhold from the Shares to be issued pursuant to an Award (or a portion thereof), that number of Shares having a Fair Market Value equal to the amount required to be withheld as set forth in Section 15(j) below;

(xi) to take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with Applicable Laws or any necessary local governmental regulatory exemptions or approvals or listing requirements of any securities exchange or automated quotation system;

(xiv) to construe, interpret, reconcile any inconsistency in, correct any defect in and/or supply any omission in, the terms of the Plan, any Award Agreement and any Award granted pursuant to the Plan; and

(xv) make all other decisions and determinations that may be required pursuant to the Plan or as the Administrator deems necessary or advisable to administer the Plan.

(c) Action by the Administrator. The Administrator may act at a meeting or in writing signed by all members in lieu of a meeting. The Administrator is entitled to, in good faith, rely or act upon any report or other information furnished by any officer or other employee of any Group Member, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company or the Administrator to assist in the administration of the Plan.

(c) Effect of Administrator's Decision. The Administrator's interpretation of the Plan, any Awards granted pursuant to the Plan and any Award Agreement, and all decisions, determinations and interpretations of the Administrator shall be final, binding and conclusive for all purposes and upon all Participants.

(d) Delegation of Authority. To the extent permitted by Applicable Laws, the Administrator may from time to time delegate to a committee of one or more members of the Board or one or more officers of the Company the authority to grant or amend Awards or to take other administrative actions pursuant to this Section 4. Any delegation hereunder shall be subject to the restrictions and limits that the Administrator specifies at the time of such delegation, and the Administrator may at any time rescind the authority so delegated or appoint a new delegate.

5. Eligibility.

(e) Subject to the terms of the Plan, all forms of Awards may be granted to any Service Provider. Incentive Stock Options, however, may be granted only to employees of the Company or any "subsidiary corporation" (as defined in Section 424(f) of the Code) of the Company. Except for grants of Incentive Stock Options, for purposes of this Section 5(a), "Service Providers" shall include prospective Service Providers to whom Awards are granted in connection with written offers of a service relationship with a Group Member.

(f) An Option that is intended to be an Incentive Stock Option shall be so designated in the Award Agreement.

(g) Neither the Plan nor any Award shall confer upon any Participant any right with respect to continuing the Participant's relationship as a Service Provider with any Group Member, nor shall it interfere in any way with his or her right or any Group Member's right to terminate such relationship at any time, with or without cause.

(h) Unless the Administrator provides otherwise, vesting of Awards granted hereunder shall be tolled during any unpaid leave of absence in accordance with such rules as the Administrator shall determine.

6. Terms of Awards.

(i) Term. The term of each Award shall be stated in the Award Agreement; provided, that the term shall be no more than ten (10) years from the date of grant thereof. Subject to the foregoing, except as limited by the requirements of Section 409A of the Code and regulations and rulings thereunder, the Administrator may extend the term of any outstanding Award, and may extend the time period during which vested Awards may be exercised, in connection with any termination of Participant's status as a Service Provider, and may amend any other term or condition of an Award relating to such termination.

(j) Timing of Granting of Awards. The date of grant of an Award shall, for all purposes, be the date on which the Administrator makes the determination granting such Award or such other future date as is determined by the Administrator. Notice of the determination shall be given to each Service Provider to whom an Award is so granted within a reasonable time after the date of such grant.

(k) Stand-Alone and Tandem Awards. Awards granted pursuant to the Plan may, in the sole discretion of the Administrator, be granted either alone, in addition to, or in tandem with, any other Award granted pursuant to the Plan (or any other award granted pursuant to another compensation plan). Awards granted in addition to or in tandem with other Awards may be granted either at the same time as or at a different time from the grant of such other Awards (or any other award granted pursuant to another compensation plan).

(l) Award Agreement. All Awards shall be evidenced by an Award Agreement setting forth the number of Shares subject to the Award and the terms and conditions of the Award, which shall not be inconsistent with the Plan; provided, that if necessary to comply with Section 409A of the Code, for each U.S. Person the Shares subject to the Awards shall be "service recipient stock" within the meaning of Section 409A of the Code or the Award shall otherwise comply with Section 409A of the Code, unless the Participant consents otherwise.

(m) Vesting. The period during which an Award, in whole or in part, vests shall be set by the Administrator, and the Administrator may determine that an Award may not vest in whole or in part for a specified period after it is granted. Such vesting may be based on service with a Group Member and/or any other criteria selected by the Administrator. At any time after grant of an Award, the Administrator may, in its sole discretion and subject to whatever terms and conditions it selects, accelerate the period during which an Award vests. No portion of an Award which is unvested or unexercisable at the termination of Participant's status of as a Service Provider shall thereafter become vested or exercisable, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Award.

(n) Issuance of Shares. Shares issued upon grant, exercise or vesting of an Award (or any portion thereof) shall be issued in the name of the Participant or, if requested by the Participant and if approved by the Administrator in its sole discretion, in the name of the Participant and/or in the name of one of more of his or her Family Members.

(o) Termination of Relationship as a Service Provider. If a Participant's status as a Service Provider terminates, such Participant may exercise any unexercised Award (to the extent exercisable) within such period of time as is specified in the Award Agreement to the extent that the Award is vested and exercisable on the date of termination (but in no event later than the expiration of the term of the Award as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, and except as provided in Sections 6(h), 6(i) and 6(j), Awards shall remain exercisable for three (3) months following the Participant's termination (but in no event later than the expiration of the term of the Award as set forth in the Award Agreement). Unless otherwise specified in the Award Agreement or otherwise determined by the Administrator, if, on the date of termination, the Participant is not vested as to his or her entire Award, the unvested portion of such Award shall be deemed cancelled and the Shares covered by the unvested portion of the Award shall revert to the Plan and again be available for grant or award under the Plan. If, after termination, the Participant does not exercise his or her Award within the time specified by the Administrator, the Award shall terminate, and the Shares covered by such Award shall revert to the Plan and again be available for grant or award under the Plan.

(h) Disability of Participant. If a Participant's status as a Service Provider terminates as a result of the Participant's Disability, the Participant may exercise any unexercised Award (to the extent exercisable) within such period of time as is specified in the Award Agreement to the extent the Award is vested and exercisable on the date of termination (but in no event later than the expiration of the term of such Award as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Award shall remain exercisable for twelve (12) months following the Participant's termination (but in no event later than the expiration of the term of the Award as set forth in the Award Agreement). Unless otherwise specified in the Award Agreement or otherwise determined by the Administrator, if, on the date of termination, the Participant is not vested as to his or her entire Award, the unvested portion of such Award shall be deemed cancelled and the Shares covered by the unvested portion of the Award shall revert to the Plan and again be available for grant or award under the Plan. If, after termination, the Participant does not exercise his or her Award within the time specified herein, the Award shall terminate, and the Shares covered by such Award shall revert to the Plan and again be available for grant or award under the Plan.

(p) Death of Participant. If a Participant dies while a Service Provider, any unexercised Award (to the extent exercisable) may be exercised within such period of time as is specified in the Award Agreement to the extent that the Award is vested on the date of death of the Participant (but in no event later than the expiration of the term of such Award as set forth in the Award Agreement) by the Participant's estate or by a person who acquires the right to exercise the Award by bequest or inheritance. In the absence of a specified time in the Award Agreement, the Award shall remain exercisable for twelve (12) months following the Participant's death (but in no event later than the expiration of the term of the Award as set forth in the Award Agreement). Unless otherwise specified in the Award Agreement or otherwise determined by the Administrator, if, at the time of death, the Participant is not vested as to the entire Award, the unvested portion of such Award shall be deemed cancelled and the Shares covered by the unvested portion of the Award shall immediately revert to the Plan and again be available for grant or award under the Plan. If the Award is not so exercised within the time specified herein, the Award shall terminate, and the Shares covered by such Award shall revert to the Plan and again be available for grant or award under the Plan.

(q) Termination for Cause. Subject to Applicable Law, if a Participant is Terminated for Cause, all unexercised Options or Share Appreciation Rights, whether vested or unvested, and all other unvested Awards, shall be cancelled as of the date of such termination as determined by the Administrator in its sole discretion, and all Shares acquired pursuant to an Award by such Participant shall be subject to a right of repurchase by the Company in accordance with Section 18(a). Any Shares covered by cancelled Awards, and any Shares repurchased or forfeited pursuant to this Section 6(j), shall revert to the Plan and again be available for grant or award under the Plan.

7. Options.

(a) Rights to Purchase. After the Administrator determines that it will offer Options under the Plan, it shall advise the offeree in writing or electronically of the terms, conditions and restrictions related to such Options.

(b) Exercise Price. The exercise price per Share subject to an Option shall be determined by the Administrator and set forth in the Award Agreement which, unless otherwise determined by the Administrator, may be a fixed or variable price determined by reference to the Fair Market Value of the Shares over which such Award is granted; provided, that no Option may be granted to a U.S. Person with an exercise price per Share which is less than the Fair Market Value of such Shares on the date of grant (or date of adjustment pursuant to the following sentence), without compliance with Section 409A of the Code, or the Participant's consent; provided, further, that Nonstatutory Stock Options may be granted with an exercise price lower than that set forth herein if such Option is granted pursuant to an assumption or substitution for an option granted by another company, whether in connection with an acquisition of such other company or otherwise; provided, further, that in the case of an Incentive Stock Option granted to an employee who, at the time of the grant of such Option, owns stock representing more than 10% of the voting power of all classes of stock of any member of the Company Group, the exercise price per share shall be no less than 110% of the Fair Market Value per share on the date of grant; provided, further, that the exercise price per Share shall not in any circumstances be less than the par value of the Share. The exercise price per Share subject to an Option may be amended or adjusted in the absolute discretion of the Administrator, provided, that such adjustment does not result in a materially adverse impact to the Participant; provided, further, that the exercise price per Share may not in any circumstances be reduced to less than the par value of the Share. For the avoidance of doubt, to the extent not prohibited by Applicable Laws, a downward adjustment of the exercise prices of Options mentioned in the preceding sentence shall be effective without the approval of the Board or the Company's shareholders or the approval of the affected Participants.

(r) Consideration. The consideration to be paid for the Shares to be issued upon exercise of an Option, including the method of payment, shall be determined by the Administrator (and, in the case of an Incentive Stock Option, shall be determined at the time of grant). Such consideration may consist of:

(i) cash;

(ii) check;

(iii) promissory note;

(iv) subject to the consent of the Administrator, Shares ("Repurchased Shares") (including Shares deliverable upon exercise of such Options) which have a Fair Market Value on the date of repurchase equal to the aggregate exercise price of the Shares as to which such Option shall be exercised ("Delivered Shares"), provided that: (A) arrangements have been made for the repurchase by the Company of such Repurchased Shares and the paying up in full of the par value of the Delivered Shares as required under Applicable Laws; (B) such Repurchased Shares have been held by the Participant for such period as established from time to time by the Administrator in order to avoid adverse accounting treatment applying generally accepted accounting principles; and (C) any other reasonable requirements as may be imposed by the Administrator (including by means of attestation of ownership of a sufficient number of Shares in lieu of actual delivery of such Shares to the Company) have been satisfied;

(v) consideration received by the Company under a broker-assisted or similar cashless exercise program implemented by the Company in connection with the Plan; provided, that, where relevant, arrangements have been made for the payment in full of the par value of any Shares as required under Applicable Laws in connection with such program;

(vi) by such other consideration as may be approved by the Administrator from time to time to the extent permitted by Applicable Laws; or

(vii) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator shall consider if acceptance of such consideration may be reasonably expected to benefit the Company.

(d) Procedure for Exercise. Any Option granted hereunder shall be exercisable according to the terms hereof at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share. An Option shall be exercised when the Company receives written or electronic notice of exercise (in accordance with the Award Agreement) from the person entitled to exercise the Option and payment of the exercise price and Taxes which are required to be withheld or paid by the relevant Group Member. Full payment may consist of any consideration and method of payment permitted under Section 7(c) above.

(s) Rights as a Shareholder. Until the Shares are evidenced as issued by entry in the Company's register of shareholders, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall cause such Shares to be evidenced as issued by entry in the Company's register of shareholders promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 14.

(t) Substitution of Share Appreciation Rights. The Administrator may provide in the Award Agreement evidencing the grant of an Option that the Administrator, in its sole discretion, shall have the right to substitute a Share Appreciation Right for such Option at any time prior to or upon exercise of such Option; provided, that such Share Appreciation Right shall be exercisable with respect to the same number of Shares for which such substituted Option would have been exercisable.

8. Restricted Shares.

(u) Rights to Purchase. After the Administrator determines that it will offer Restricted Shares under the Plan, it shall advise the offeree in writing or electronically of the terms, conditions and restrictions related to such Restricted Shares.

(v) Restrictions. All Restricted Shares shall, in the terms of each individual Award Agreement, be subject to such restrictions and vesting requirements as the Administrator shall provide. Restricted Shares may not be sold or encumbered until all restrictions are terminated or expire in accordance with the terms of the relevant Award Agreement. All share certificates relating to Restricted Shares shall be held by the Company in escrow for the Participant until all restrictions on such Restricted Shares have been removed.

(w) Repurchase or Forfeiture of Restricted Shares. If the price for the Restricted Shares was paid by the Participant in services, then upon termination as a Service Provider, the Participant shall no longer have any right in the unvested Restricted Shares and such Restricted Shares shall be forfeited (and for these purposes the Participant shall be deemed to have surrendered such Restricted Shares), and thereupon either cancelled or transferred to the Company without consideration. If a purchase price was paid by the Participant for the Restricted Shares (other than in services), then upon the Participant's termination as a Service Provider, the Company shall have the right to repurchase from the Participant the unvested Restricted Shares then subject to restrictions at a cash price per share equal to the price paid by the Participant for such Restricted Shares or such other amount as may be specified in the Award Agreement.

(d) Rights as a Shareholder. Once the Restricted Shares are issued, subject only to the restrictions on such Restricted Shares as provided in the Award Agreement, the Participant shall have rights as a shareholder which are equivalent to the rights of other holders of Shares, and shall be a shareholder when he or she is recorded as the holder of such Restricted Shares upon entry in the Company's register of shareholders. No adjustment shall be made for a dividend or other right in respect of any Restricted Share for which the record date is prior to the date the Participant is entered on the Company's register of shareholders in respect of such Restricted Shares, except as provided in Section 14 of the Plan.

9. Restricted Share Units.

(a) Rights to Purchase. After the Administrator determines that it will offer Restricted Shares Units under the Plan, it shall advise the offeree in writing or electronically of the terms, conditions and restrictions related to such Restricted Shares Units.

(b) Rights as a Shareholder. Until a Share is issued in settlement of a Restricted Share Unit by entry in the Company's register of shareholders, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to such Share. The Company shall cause such Share to be evidenced as issued by entry in the Company's register of shareholders promptly after the Restricted Share Unit vests. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 14.

10. Share Appreciation Rights.

(c) Rights to Purchase. After the Administrator determines that it will offer Share Appreciation Rights under the Plan, it shall advise the offeree in writing or electronically of the terms, conditions and restrictions related to such Share Appreciation Rights.

(d) Base Price. The price per Share over which the appreciation of each Share Appreciation Right is to be measured shall be the base price as determined by the Administrator and set forth in the Award Agreement which may be a fixed or variable price determined by reference to the Fair Market Value of the Shares; provided, that for each U.S. Person such base price may not be established at less than the Fair Market Value on the date the Share Appreciation Right is granted, without such Share Appreciation Right either complying with Section 409A of the Code, or the Participant's consent. The base price per Share so established for a Share Appreciation Right may be amended or adjusted in the absolute discretion of the Administrator, provided, that such adjustment does not result in a materially adverse impact to the Participant. For the avoidance of doubt, to the extent not prohibited by Applicable Laws, a downward adjustment in the base price mentioned in the preceding sentence shall be effective without the approval of the Board or the Company's shareholders or the approval of the affected Participants.

(e) Payment. Payment by the Company for a Share Appreciation Right shall be in cash, in Shares (based on their Fair Market Value as of the date the Share Appreciation Right is exercised) or a combination of both, as determined by the Administrator in the Award Agreement or, if the Award Agreement does not specifically so provide, by the Administrator at the time of exercise. To the extent any payment is effected in Shares, only that number of Shares actually issued in payment of the Share Appreciation Right shall be counted against the maximum number of Shares which may be issued under Section 3.

(f) Procedure for Exercise. Any Share Appreciation Right granted hereunder shall be exercisable according to the terms hereof at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. A Share Appreciation Right shall be exercised when the Company receives written or electronic notice of exercise (in accordance with the Award Agreement) from the person entitled to exercise the Share Appreciation Right and payment of Taxes which are required to be withheld by the relevant Group Member. If Shares are issued upon exercise of a Share Appreciation Right, then such Shares shall be issued in the name of the Participant or, if requested by the Participant and if approved by the Administrator in its sole discretion, in the name of the Participant and/or in the name of one or more of his or her Family Members.

(e) Rights as a Shareholder. Until the Shares are issued (by entry in the Company's register of members), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares, notwithstanding the exercise of the Share Appreciation Right. The Company shall issue (or cause to be issued) such Shares promptly after the Share Appreciation Right is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 14.

11. Dividend Equivalents.

The Administrator is authorized to grant Dividend Equivalents on any Award and to any Service Provider. Dividend Equivalents with respect to an Award may be granted by the Administrator based on dividends declared on the Shares underlying such Award (and, in the case of any such Shares which have not been issued, the Dividend Equivalent may entitle the holder of such Award to receive an amount equal to the dividends which would have been paid on such Shares, as if such Shares had been issued and outstanding during the relevant period), to be credited as of dividend payment dates during the period between the date the Dividend Equivalent is granted to a Participant and the date the Award with respect to which the Dividend Equivalent vests, is exercised, is distributed or expires, as determined by the Administrator. Such Dividend Equivalents shall be settled in cash, other property or a reduction in exercise price or base price of the relevant Award by such formula and at such time and subject to such limitations as may be determined by the Administrator and as set forth in the Award Agreement or otherwise. Dividend Equivalents shall not be granted on Options or Share Appreciation Rights granted to U.S. Persons.

3. Share Payments.

The Administrator is authorized to grant Share Payments to any Service Provider in the manner determined from time to time by the Administrator; provided, that unless otherwise determined by the Administrator such Share Payments shall be made in lieu of base salary, bonus, or other cash compensation otherwise payable to such Participant, including any such compensation that has been deferred at the election of the Participant; provided, further, that not less than the par value of any Share shall be received by the Company in connection with its issue pursuant to any such Share Payment. In accordance with Applicable Law, such par value may be paid through the provision of services. The number of Shares issuable as a Share Payment shall be determined by the Administrator and may be based upon satisfaction of such specific criteria as determined appropriate by the Administrator, including specified dates for electing to receive such Share Payment at a later date and the date on which such Share Payment is to be made.

4. Non-Transferability of Awards.

Awards, and any interest therein, will not be transferable or assignable by the Participant, and may not be made subject to execution, attachment or similar process; provided, that (i) during a Participant's lifetime, with the consent of the Administrator (on such terms and conditions as the Administrator determines appropriate), the Participant may transfer Awards (except Incentive Stock Options and Restricted Share Units) pursuant to domestic relations order in the settlement of marital property rights, (ii) the Administrator may permit transfer of an Award to Family Members (except Incentive Stock Options) in its sole discretion under such circumstances as it deems appropriate, and

(iii) following a Participant's death, Awards, to the extent they are vested upon the Participant's death, may be transferred by will or by the laws of descent and distribution.

14. Adjustments Upon Changes in Capitalization, Change in Control.

(x) Changes in Capitalization. Subject to any required action by the shareholders of the Company, the number of Shares covered by each outstanding Award, the number of Shares which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Award, and the number of Shares subject to grant as Incentive Stock Options, as well as the price per Share covered by each such outstanding Award and any other affected terms of such Awards, shall be proportionally and equitably adjusted for any increase or decrease in the number of issued Shares resulting from a subdivision or consolidation, stock dividend, amalgamation, spin-off, arrangement or consolidation, combination or reclassification of Shares. Additionally, in the event of any other increase or decrease in the number of issued Shares effected without consideration by the Company, then the number of Shares covered by each outstanding Award, the number of Shares which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Award and the limitations on the number of Shares subject to grant as Incentive Stock Options, as well as the price per Share covered by each outstanding Award may be adjusted for any increase or decrease in the number of issued Shares resulting therefrom. The conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." The manner in which such adjustments under this Section 14(a) are to be accomplished shall be determined by the Board whose determination shall be final, binding and conclusive. Except as expressly provided herein, 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 or price of Shares subject to an Award. For the avoidance of doubt, in the case of any extraordinary cash dividend, the Administrator shall make an equitable or proportionate adjustment to outstanding Awards to reflect the effect of such extraordinary cash dividend.

(y) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator shall notify each Participant as soon as practicable prior to the effective date of commencement of such proposed dissolution or liquidation. The Administrator in its discretion may provide for a Participant to have the right to exercise his or her Option, or Share Appreciation Right until fifteen (15) days prior to the commencement of such dissolution or liquidation as to all of the Shares covered thereby. In addition, the Administrator may provide that any Company repurchase option or any vesting condition applicable to any Restricted Shares shall lapse as to all such Restricted Shares and any Shares issuable under any Restricted Share Units, or as Share Payments shall be issued as of such date; provided, that the proposed dissolution or liquidation commences at the time and in the manner contemplated by the proposed dissolution or liquidation. To the extent it has not been previously exercised or paid out, all Awards will terminate immediately prior to the commencement of such proposed dissolution or liquidation.

(z) Change in Control. 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 a Change in Control occurs, the Company as determined in the sole discretion of the Administrator and without the consent of the Participant may take any of the following actions:

(xvi) accelerate the vesting, in whole or in part, of any Award;

(xvii) purchase any Award for an amount of cash or shares equal to the value that could have been attained upon the exercise of such Award or realization of the Participant's rights had such Award been currently exercisable or payable or fully vested (and, for the avoidance of doubt, if as of such date the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment); or

(iii) provide for the assumption, conversion or replacement of any Award by the successor or surviving company or a parent or subsidiary of the successor or surviving company with other rights (including cash) or property selected by the Administrator in its sole discretion or the assumption or substitution of such Award by the successor or surviving company, or a parent or subsidiary thereof, with such appropriate adjustments as to the number and kind of shares and prices as the Administrator deems, in its sole discretion, reasonable, equitable and appropriate. In the event the successor or surviving company refuses to assume, convert or replace outstanding Awards, the Awards shall fully vest and the Participant shall have the right to exercise or receive payment as to all of the Shares subject to the Award, including Shares as to which it would not otherwise be vested, exercisable or otherwise issuable (including at the time of the Change in Control).

15. Miscellaneous General Rules

(g) Share Certificates. Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates evidencing Shares issued pursuant to the exercise of any Award, unless and until the Board has determined, with advice of counsel, that the issuance and/or delivery of such certificates, as applicable, 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 Administrator deems necessary or advisable to comply with 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 Administrator may place legends on any Share certificate to reference restrictions applicable to the Share. In addition to the terms and conditions provided herein, the Board may require that a Participant make such reasonable covenants, agreements, and representations as the Board, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. The Administrator 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 Administrator.

(h) Paperless Administration. Subject to Applicable Laws, the Administrator may make Awards, provide applicable disclosure and procedures for exercise of Awards by an internet website, electronic mail or interactive voice response system for the paperless administration of Awards.

(i) Applicable Currency. The Award Agreement shall specify the currency applicable to such Award. The Administrator may determine, in its sole discretion, that an Award denominated in one currency may be paid in any other currency based on the prevailing exchange rate as the Administrator deems appropriate. A Participant may be required to provide evidence that any currency used to pay the exercise price or purchase price of any Award was acquired and taken out of the jurisdiction in which the Participant resides in accordance with Applicable Laws, including foreign exchange control laws and regulations.

(e) 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 except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

(aa) 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, rules, and regulations, 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 any Applicable Laws. If the Shares paid pursuant to the Plan may in certain circumstances be exempt from registration under 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.

(bb) Expenses. The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.

(cc) 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.

(dd) Fractional Shares. No fractional Share shall be issued and the Administrator 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 down.

(ee) 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 Administrator is obligated to treat Participants, Employees, Consultants, Directors or any other persons uniformly.

(ff) Taxes. No Shares shall be delivered, and no payment shall be made under the Plan to any Participant until such Participant has made arrangements acceptable to the Administrator for the satisfaction of Taxes and any other costs and expenses in connection with the grant, exercise or vesting of Awards and/or the issuance and delivery of the Shares. The Company or the relevant Group Member shall have the authority and the right to deduct or withhold from any compensation payable to a Participant, or require a Participant to remit to the Company or the relevant Group Member, an amount sufficient to satisfy all Taxes. The Administrator may in its discretion and in satisfaction of the foregoing requirement allow or require a Participant to satisfy Taxes by electing to have the Company withhold Shares otherwise issuable under an Award (or other amounts payable under an Award) having a Fair Market Value equal to the Taxes. Notwithstanding any other provision of the Plan, the number of Shares otherwise issuable under an Award which may be withheld with respect to the grant, issuance, vesting, exercise or payment of any Award (or which may be repurchased from the Participant of such Award (or a portion thereof) after such Shares were acquired by the Participant from the Company) in order to satisfy all Taxes, unless specifically approved by the Administrator, be limited to the number of Shares otherwise issuable under an Award which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such Taxes. The Fair Market Value of the Shares otherwise issuable under an Award to be withheld shall be determined on the date that the amount of Taxes to be withheld is to be determined. All elections by the Participants to have Shares otherwise issuable under an Award withheld for this purpose shall be made in such form and under such conditions as the Administrator may deem necessary or advisable.

(gg) Buy-Out. In the sole discretion of the Administrator, any Award (in whole or in part) under the Plan may be settled in cash or other property in lieu of Shares; provided, that payment in cash or other property in lieu of Shares shall not be made earlier than the time such Shares are deliverable pursuant to the terms of the Award.

(l) Valuation. For purposes of Section 14(c) where an Award is converted into or any underlying Share is substituted with cash or other property or securities (a "Substitute Property"), the valuation of such Award and its Substitute Property, or the exchange ratio between the two, shall be determined in good faith by the Administrator and supported by the valuation achieved in the relevant transaction, or in the absence of any such transaction, by an independent valuation expert selected by the Administrator.

(hh) Effect of Plan upon Other Compensation Plans. The adoption of the Plan shall not affect any other compensation or incentive plans in effect for the Company or any Subsidiary or Related Entity. Nothing in the Plan shall be construed to limit the right of the Company, any Subsidiary or any Related Entity (a) to establish any other forms of incentives or compensation for Service Providers, or (b) to grant or assume options or other rights or awards otherwise than under the Plan in connection with any proper corporate purpose including without limitation, the grant or assumption of options in connection with the acquisition by purchase, lease, merger, consolidation or otherwise, of the business, securities or assets of any corporation, partnership, limited liability company, firm or association.

(ii) Section 409A. To the extent that the Administrator determines that any Award granted to a U.S. Person under the Plan is subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and Award Agreements shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of the Plan to the contrary, in the event that the Administrator determines that any Award may be subject to Section 409A of the Code and related Department of Treasury guidance, the Administrator may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (i) 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 (ii) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance and thereby avoid the application of any penalty taxes under such Section. The Administrator shall use commercially reasonable efforts to implement the provisions of this Section 15(n) in good faith; provided, that neither the Company, the Administrator nor any of the Company's employees, directors or representatives shall have any liability to any Participant with respect to this Section 15(n).

(jj) Indemnification. To the extent allowable pursuant to Applicable Laws, the Administrator (or any individual member of the Committee or the Board acting as the Administrator) shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by it or such member in connection with or resulting from any claim, action, suit, or proceeding to which it, he or she may be a party or in which it, 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 it, him or her in satisfaction of judgment in such action, suit, or proceeding against it, him or her; provided, that it, he or she gives the Company an opportunity, at its own expense, to handle and defend the same before it, he or she undertakes to handle and defend it on its, 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 and articles of association as amended from time to time, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

(p) Plan Language. The official language of the Plan shall be English. To the extent that the Plan or any Award Agreements are translated from English into another language, the English version of the Plan and Award Agreements will always govern, in the event that there are inconsistencies or ambiguities which may arise due to such translation.

(kk) Other Provisions. The Award Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator in its sole discretion.

16. Amendment and Termination of the Plan.

(ll) Effective Date; Term of Plan. This Plan shall become effective as determined by the Board; provided, that no Options or Share Appreciation Rights granted under this Plan shall be exercised, the Company's right to repurchase Restricted Shares shall not lapse, no Dividend Equivalents shall be paid and no Shares shall be issued under a Restricted Share Unit or in the form of a Share Payment unless and until this Plan has been approved by the shareholders of the Company; provided, further, that to the extent any Awards granted under the Plan are Incentive Stock Options, the Plan has been or will be approved by the shareholders of the Company within twelve (12) months before or after the date this Plan is adopted by the Board. This Plan shall continue in effect for a term of ten (10) years unless sooner terminated under this Section 16.

(mm) Amendment and Termination. The Board in its sole discretion may terminate this Plan at any time. The Board may amend this Plan at any time in such respects as the Board may deem advisable; provided, that, if required to comply with Applicable Laws or stock exchange rules or the rules of any automated quotation systems (other than any requirement which may be disapplied by the Company following any available home country exemption), the Company shall obtain shareholder approval of any Plan amendment in such a manner and to such a degree as required.

(nn) Effect of Termination. Except as otherwise provided in Section 14, any amendment or termination of this Plan shall not affect Awards previously granted or issued, as the case may be, and such Awards shall remain in full force and effect as if this Plan had not been amended or terminated, unless mutually agreed otherwise between the affected Participant and the Company, which agreement must be in writing and signed by the Participant and the Company.

17. Certain Securities Law Matters.

(a) The Company intends that as long as it is not subject to the reporting requirements of Section 13 or 15(d) of the U.S. Securities Exchange Act, and is not an investment company registered or required to be registered under the Investment Company Act of 1940, as amended, all grants of Awards and Shares issuable upon exercise or vesting of Awards shall be exempt from registration under the provisions of Section 5 of the U.S. Securities Act, and this Plan shall be administered in such a manner so as to preserve such exemption. The Company intends for this Plan to constitute a written compensatory benefit plan within the meaning of Rule 701(b) of Title 17, Code of Federal Regulations, Section 230.701 ("Rule 701"), promulgated by U.S. Securities Act. Unless otherwise designated by the Administrator at the time an Award is granted, all Awards granted under this Plan by the Company, and the issuance of any Shares pursuant thereto, are intended to be granted to (i) persons who meet the requirements of a "U.S. Person" as such term is defined in Rule 902(k) of Title 17, Code of Federal Regulations, Section 230.901 through 230.905, promulgated under the U.S. Securities Act ("Regulation S") in reliance on Rule 701 or (ii) persons other than persons who meet the requirements of a "U.S. Person" as such term is defined in Regulation S, in compliance with Regulation S or otherwise be exempt from registration.

(c) The obligation of the Company to settle Awards in Shares or other consideration shall be subject to all Applicable Laws, rules, and regulations, and to such approvals by governmental agencies as may be required. Notwithstanding any terms or conditions of any Award to the contrary, the Company shall be under no obligation to offer to sell or to sell, and shall be prohibited from offering to sell or selling, any Shares pursuant to an Award unless such shares have been properly registered for sale pursuant to Applicable Laws or unless the Company has received an opinion of counsel, satisfactory to the Company, that such Shares may be offered or sold without such registration pursuant to an available exemption therefrom and the terms and conditions of such exemption have been fully complied with. The Company shall be under no obligation to register for sale under any Applicable Laws any of the Shares to be offered or sold under the Plan.

(oo) The Administrator may cancel an Award or any portion thereof if it determines, in its sole discretion, that legal or contractual restrictions and/or blockage and/or other market considerations would make the Company's acquisition of Shares from the public markets, the Company's issuance of the Shares to the Participant, the Participant's acquisition of the Shares from the Company and/or the Participant's sale of Shares to the public markets, illegal, impracticable or inadvisable. If the Administrator determines to cancel all or any portion of an Award in accordance with the foregoing, the Company shall pay to the Participant an amount equal to the excess of (i) the aggregate Fair Market Value of the Shares subject to such Award or portion thereof canceled (determined as of the applicable exercise date, or the date that the Shares would have been vested or delivered, as applicable), over (ii) the aggregate exercise price or base amount or any amount payable as a condition of delivery of Shares (in the case of any other Award). Such amount shall be delivered to the Participant as soon as practicable following the cancellation of such Award or portion thereof.

(pp) Notwithstanding any provision of the Plan to the contrary, in no event shall a Participant be permitted to exercise an Option in a manner that the Administrator determines would violate the United States Sarbanes-Oxley Act of 2002, or any other Applicable Law or the applicable rules and regulations of the U.S. Securities Exchange Commission or the applicable rules and regulations of any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or traded

18. Joining a Competitor; Termination for Cause.

(qq) All Awards (whether vested or unvested) shall be cancelled as of the date of termination of the Participant as a Service Provider;

(rr) All Shares issued pursuant to any Award (or a portion thereof) shall be subject to repurchase by the Company at (i) the lesser of the (A) original purchase price of such Shares (or in the event no payment was made or the price was paid in services, then the Shares will be forfeited and cancelled without payment), or (B) Fair Market Value or such other value of Shares as determined by the Administrator or as set forth in the applicable Award Agreement, or (ii) the par value of such Shares, if such Shares have been issued in exchange for services which shall be considered the original purchase price, or (iii) the par value of such Shares, if such Shares have been issued under Restricted Share Units or as Share Payments; and

(ss) All proceeds, gains or other economic benefit actually or constructively received by the Participant upon any receipt or exercise of any Awards (or a portion thereof) or upon the receipt or resale of any Shares underlying any Award (or a portion thereof), must be paid to the Company if:

(i) within twelve (12) months of termination as a Service Provider or such longer period determined by the Administrator and as set forth in the applicable Award Agreement, the Participant (A) directly or indirectly, establishes, incorporates, forms, enters into, or participates in the Business as an owner, partner, principal or shareholder or other proprietor (other than through a purchase on the open market, solely as a passive investment, of not more than five percent (5%) of the interest) of any Competitor, or (B) has become, is or becomes an officer, director, employee, consultant, adviser of, or otherwise, directly or indirectly, enter the employ of, continue any employment with or render any services to or for, any Competitor, or (C) knowingly performs or has performed any act that may confer a competitive benefit or advantage upon any Competitor (in each case as determined by the Administrator); or

(ii) the Participant is Terminated for Cause.

19. Certain Transfer Restrictions, Repurchase Rights and Similar Matters.

(a) In connection with the grant, vesting, and/or exercise of any Award, the Administrator may require a Participant to execute and become a party to the Shareholders' Agreement, dated December 9, 2016 (as amended from time to time, the "Shareholders' Agreement"), among the Company and other parties thereto as a condition of such grant, vesting, and/or exercise of any Award by executing and delivering to the Company the Shareholders' Agreement. To the extent that there is any conflict between the terms of the Plan and the Shareholders' Agreement, the Shareholders' Agreement shall govern and control.

(b) Any Shares issued upon the exercise of or in settlement of an Award shall be subject to such special forfeiture conditions, rights of repurchase or redemption, rights of first refusal, and other transfer restrictions as set forth in the Shareholders' Agreement or, if there is no stockholders agreement or such provisions do not exist in the Shareholders' Agreement, as the Administrator may determine as set forth in an Award Agreement (which restrictions shall apply in addition to any restrictions that may apply to holders of Shares generally).

(c) The Administrator has the authority to take any action required to ensure that each Participant holding Shares acquired pursuant to Awards granted under the Plan receives shares (or other equity securities) and other rights in connection with an Initial Public Offering substantially equivalent to such Participant's economic interest, governance, priority, vesting and other rights and privileges as such Participant has with respect to such Participant's Shares immediately prior to such Initial Public Offering (determined without regard to any tax consequences to such Participant of the receipt and ownership of such shares, equity securities or other rights).

20. Governing Law.

This Plan shall be governed by the laws of the Cayman Islands.

* * * * *

I hereby certify that the foregoing Plan was duly adopted by the Board on December 9, 2016.

* * * * *

I hereby certify that the foregoing Plan was approved by the shareholders of the Company, on December 9, 2016.

Executed on this 9th day of December, 2016.

/s/ Carl Yeung
Chief Financial Officer

Exhibit 10.4

AMENDMENT NO. 1
TO
QUDIAN INC.
2016 EQUITY INCENTIVE PLAN

This Amendment ("Amendment"), dated as of May 3, 2017, is made by Qudian Inc. (the "Company") to the Qudian Inc. 2016 Equity Incentive Plan (the "Plan").

WHEREAS, the Company maintains the Plan to attract and retain the services of employees, directors and consultants considered essential to the success of the Company;

WHEREAS, pursuant to Section 16(b) of the Plan, the Board of Directors of the Company may amend any provision of the Plan at any time (subject to requirements under applicable laws); and

WHEREAS, the Company desires to amend the Plan to clarify that the Company may issue American depositary shares in lieu of Shares (as defined in the Plan) in settlement of any Award (as defined in the Plan).

NOW, THEREFORE, the Company hereby amends the Plan as follows:

1. Amendment to Section 15(e). Section 15(e) of the Plan shall, as of the date of this Amendment, be amended by deleting it in its entirety and replacing it with the following new Section 15(e):

(e) Government, Other Regulations and Distribution of Shares. The obligation of the Company to make payment of awards in Shares or otherwise shall be subject to all Applicable Laws, rules, and regulations, 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 any Applicable Laws. If the Shares paid pursuant to the Plan may in certain circumstances be exempt from registration under 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. Additionally, in the discretion of the Administrator, American depositary shares ("ADSs") may be distributed in lieu of Shares in settlement of any Award; provided, that the ADSs shall be of equal value to the Shares that would have otherwise been distributed; provided, further, that, in lieu of issuing a fractional ADS, the Company shall make a cash payment to the Participant equal to the Fair Market Value of such fractional ADS. If the number of Shares represented by an ADS is other than on a one-to-one basis, the limitations contained in Section 3 shall be adjusted to reflect the distribution of ADSs in lieu of Shares.

2. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Cayman Islands.

3. Incorporation. This Amendment shall be and is hereby incorporated in and forms a part of the Plan.

4. Ratification. All other provisions of the Plan remain unchanged and are hereby ratified by the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company hereto has executed this Amendment as of the day and year first set forth above.

QUDIAN INC.

By: /s/ Carl Yeung
Name: Carl Yeung
Title: Chief Financial Officer

[Signature Page to Equity Incentive Plan Amendment]

Exhibit 10.5

AMENDMENT NO. 2
TO
QUDIAN INC.
2016 EQUITY INCENTIVE PLAN

This Amendment ("Amendment"), dated as of September 18, 2017, is made by Qudian Inc. (the "Company") to the Qudian Inc. 2016 Equity Incentive Plan (the "Plan").

WHEREAS, the Company maintains the Plan to attract and retain the services of employees, directors and consultants considered essential to the success of the Company;

WHEREAS, pursuant to Section 16(b) of the Plan, the Board of Directors of the Company may amend any provision of the Plan at any time (subject to requirements under applicable laws); and

WHEREAS, the Company desires to amend the Plan to provide for annual automatic increases in Shares (as defined in the Plan) reserved for future issuance under the Plan based upon a fixed formula.

NOW, THEREFORE, the Company hereby amends the Plan as follows:

1. Amendment to Section 3(a). Section 3(a) of the Plan shall, as of the date of this Amendment, be amended by deleting it in its entirety and replacing it with the following new Section 3(a):

> (a) Subject to the provisions of Sections 14 and paragraph (b) of this Section 3, the maximum aggregate number of Shares which may be subject to Awards under the Plan is 15,814,019 Shares as of the date of this Amendment. In addition, on January 1, 2018, and on every January 1st thereafter for eight years, the aggregate number of Shares reserved and available for issuance pursuant to Awards granted under the Plan shall be increased by 1.0% of the total number of Shares outstanding on December 31 of the preceding calendar year. Subject to Section 14 and paragraph (b) of this Section 3, the maximum number of Incentive Stock Options that may be granted is 15,814,019. The Shares which may be subject to Awards are authorized but unissued Shares of the Company.

2. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Cayman Islands.

3. Incorporation. This Amendment shall be and is hereby incorporated in and forms a part of the Plan.

4. Ratification. All other provisions of the Plan remain unchanged and are hereby ratified by the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company hereto has executed this Amendment as of the day and year first set forth above.

QUDIAN INC.

By: /s/ Carl Yeung
Name: Carl Yeung
Title: Chief Financial Officer

[Signature Page to Equity Incentive Plan Amendment]

Exhibit 10.6

[English Translation]

EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on December 9, 2016 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.,** a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province (the "**Pledgee**").

Party B: **Min Luo,** a PRC citizen, with his identity card number of 362527198302280018;
Tianjin Happy Share Asset Management L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at B1-4-1, Animation Building, 126 Dongman Middle Road, Tianjin Eco-City;
Shanghai Yunxin Venture Capital Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its registered address at Room 419, Building 13, 207 Mengzi Road, Huangpu District, Shanghai;
Beijing Kunlun Tech Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its registered address at 605E, Block B, 118 Zhichun Road, Haidian District, Beijing;
Phoenix Auspicious Internet Investment L.P., a limited partnership incorporated and existing under the laws of the PRC;
Tianjin Blue Run Xinhe Investment Center L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at 1-103-10, Chuangzhi Building, 482 Dongman Middle Road, Tianjin Eco-City;
Jiaxing Blue Run Quchuan Investment L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at Room 573-129, 5/F, Tower 2, Lianchuang Mansion, 883 Guangyi Road, Jiaxing City, Zhejiang Province;
Ningbo Yuanfeng Venture Capital L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at Room 621, Office Building 6, Business Center, Meishan Avenue, Beilun District;
Shenzhen Huasheng Qianhai Investment Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its registered address at Room 201, Building A, 1 Qianwan First Road, Qianhai Shenzhen-Hong Kong Cooperation Zone, Shenzhen (registered by using the domicile of Shenzhen Qianhai Business Secretary Co., Ltd.).(Tianjin Happy Share Asset Management L.P., Shanghai Yunxin Venture Capital Co., Ltd., Beijing Kunlun Tech Co., Ltd., Phoenix Auspicious Internet Investment L.P., Tianjin Blue Run Xinhe Investment Center L.P., Jiaxing Blue Run Quchuan Investment L.P., Ningbo Yuanfeng Venture Capital L.P. and Shenzhen Huasheng Qianhai Investment Co., Ltd. are referred to collectively as the "**Investor Shareholders**"; Min Luo and the Investor Shareholders are referred to collectively as the "**Pledgors**.")

Party C: **Beijing Happy Time Technology Development Co., Ltd.,** a limited liability company established and existing under the laws of the PRC, with its registered address at Entrance 1, 12/F, Building 1, 1 Danling Street, Haidian District, Beijing.

In this Agreement, the Pledgee, the Pledgors and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party C is a limited liability company registered in Beijing, the PRC. The Pledgors are shareholders of Party C, and the total amount of their capital contribution is RMB23,885,952.86. Party C acknowledges the respective rights and obligations of the Pledgors and the Pledgee hereunder and agrees to provide any necessary assistance to register the Pledge Right.

2. The Pledgee is a wholly foreign-owned enterprise registered in Beijing, the PRC. The Pledgee and Party C entered into the Exclusive Business Cooperation Agreement on December 9, 2016 (the "**Exclusive Business Cooperation Agreement**"), the Pledgee, the Pledgors and Party C entered into the Exclusive Call Option Agreement on December 9, 2016 (the "**Exclusive Call Option Agreement**"), and the Pledgors executed the Power of Attorney Agreements to authorize the Pledgee on December 9, 2016 (the "**Power of Attorney** Agreements"; together with the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement and this Agreement, the "**Control Agreements**").

3. To guarantee the collection by the Pledgee from Party C of all amounts due and payable by Party C, including, without limitation, consulting and service fees, and guarantee the performance by Party C and the Pledgors of other obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreements and this Agreement, the Pledgors pledge all of their Equity Interest in Party C as security for the obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreements and this Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Definitions

Unless otherwise provided by this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge Right**" means the security interest granted by the Pledgors to the Pledgee in accordance with Article 2 hereof, i.e. the right of the Pledgee to be repaid in priority out of the proceeds from the conversion, auction or sale of the Equity Interest.

1.2 "**Equity**" or "**Equity Interest**" means all equity interest in Party C lawfully held now and acquired hereafter by the Pledgors as set forth in Article 2.1 hereof.

1.3 "**Pledge Term**" means the term set forth in Article 3 hereof.

1.4 "**Contractual Obligations**" means all obligations of the Pledgors and Party C under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreements and this Agreement (including, without limitation, the obligation to pay consulting and service fees to the Pledgee when they fall due and payable (whether on the specified due date, by early repayment or otherwise) in accordance with the Exclusive Business Cooperation Agreement).

1.5 "**Secured Indebtedness**" means all direct, indirect and consequential losses and loss of foreseeable profits suffered by the Pledgee due to any Event of Default of the Pledgors and/or Party C. The basis for the amounts of such losses includes, but is not limited to, reasonable business plans and profit forecasts of the Pledgee, and all costs incurred by the Pledgee in connection with its enforcement of the Contractual Obligations against the Pledgors and/or Party C.

1.6 "**Event of Default**" means any of the circumstances set forth in Article 7 hereof.

1.7 "**Notice of Default**" means the notice given by the Pledgee in accordance with this Agreement to declare an Event of Default.

2. Pledge Right

2.1 As security for the prompt and full performance of the Contractual Obligations and the repayment of the Secured Indebtedness by the Pledgors and Party C, the Pledgors hereby pledge their Equity Interest in Party C (including the registered capital of (amount of capital contribution to) Party C currently owned by the Pledgors and all Equity Interest relating thereto, and other registered capital of (amount of capital contribution to) Party C likely to be acquired by the Pledgors hereafter and all Equity Interest relating thereto) ("**Equity**" or "**Equity Interest**") to the Pledgee by means of first priority pledge. As of the date hereof, the Equity Interest used by Party B for pledge is 100% Equity Interest in Party C held by Party B, representing 100% of the registered capital of Party C, i.e. RMB23,885,952.86.

2.2 The Parties understand and agree that the monetary valuation arising from or relating to the Secured Indebtedness shall be a variable and floating valuation until the Settlement Date (as defined below).

2.3 If any of the following events (each an "**Event of Settlement**") occurs, the value of the Secured Indebtedness shall be determined based on the total amount of the Secured Indebtedness that are due, outstanding and payable to the Pledgee immediately prior to or on the date of occurrence of the Event of Settlement (the "**Determined Indebtedness**"):

(a) any other Control Agreement is terminated in accordance with its relevant provisions;

(b) the Event of Default set forth in Article 7 hereof occurs and fails to be resolved, as a result of which the Pledgee gives a Notice of Default to the relevant Pledgors in accordance with Article 7.3;

(c) upon due inquiry, the Pledgee reasonably determines that the Pledgors and/or Party C is insolvent or could potentially be made insolvent; or

(d) any other event that requires the determination of the Secured Indebtedness in accordance with relevant laws of the PRC.

2.4 For the avoidance of doubt, the date on which an Event of Settlement occurs shall be the settlement date (the "**Settlement Date**"). The Pledgee shall have the right, at its option, to realize the Pledge Right in accordance with Article 8 on or after the Settlement Date.

2.5 During the Pledge Term, the Pledgee shall have the right to receive dividends or bonuses with respect to the Equity Interest. The Pledgors may receive dividends or bonuses with respect to the Equity Interest only with the prior written consent of the Pledgee. After the deduction of individual income tax payable by the Pledgors, dividends or bonuses received by the Pledgors with respect to the Equity Interest shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

2.6 The Pledgors may increase the capital of Party C only with the prior written consent of the Pledgee. Any increase in the capital contributed by the Pledgors to the registered capital of Party C as a result of any capital increase shall also be deemed as the Equity Interest pledged hereunder.

2.7 If Party C is required to be dissolved or liquidated in accordance with the mandatory provisions of the laws of the PRC, after Party C completes dissolution or liquidation procedures in accordance with law, any interests distributed to the Pledgors by Party C in accordance with law shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

3. Pledge Term

3.1 The Pledge Right shall become effective as of the date on which it is registered with the administrative authority for industry and commerce (the "**Registration Authority**") in the locality of Party C, and the term of the Pledge Right (the "**Pledge Term**") shall terminate until the Contractual Obligations and the Secured Indebtedness, for which the Pledge Right provides security, have been fully performed or repaid. The Parties agree that after the execution of this Agreement, the Pledgors and Party A shall promptly submit an application for the creation and registration of Equity pledge to the Registration Authority in accordance with the *Measures for the Registration of Equity Pledge with the Administrative Authorities for Industry and Commerce*. The Parties further agree to complete all Equity pledge registration formalities and obtain the registration notice issued by the Registration Authority within fifteen (15) days from the date on which the Registration Authority formally accepts the application for registration of Equity pledge. The Parties jointly acknowledge that, for the purpose of completing Equity pledge registration formalities, the Parties shall submit this Agreement or an Equity pledge contract which is executed in the form requested by the administrative authority for industry and commerce in the locality of Party C and truly reflects the information regarding the Pledge Right hereunder (the "**Pledge Agreement for Industrial and Commercial Registration**") to the administrative authority for industry and commerce. This Agreement shall apply to the matters not mentioned in the Pledge Agreement for Industrial and Commercial Registration. The Pledgors and Party C shall submit all necessary documents and complete all necessary formalities in accordance with the laws and regulations of the PRC and various requirements of the competent administrative authority for industry and commerce to ensure the Pledge Right is registered as soon as practicable after the submission of application.

3.2 During the Pledge Term, if Party C fails to perform the Contractual Obligations or repay the Secured Indebtedness in accordance with provisions, the Pledgee shall have the right, but not the obligation, to dispose of the Pledge Right in accordance with this Agreement.

4. Custody of Equity Records subject to the Pledge Right

4.1 During the Pledge Term set forth herein, the Pledgors shall deliver the original investment certificate and the original shareholder register recording the Pledge Right (and other documents reasonably requested by the Pledgee, including, without limitation, the Pledge Right registration notice issued by the administrative authority for industry and commerce) to the Pledgee for custody within one week from the date on which the Pledge Right is registered and created. The Pledgee shall keep custody of such documents during the entire Pledge Term set forth herein.

5. Representations and Warranties of the Pledgors and Party C

The Pledgors represent and warrant to the Pledgee as follows:

5.1 The Pledgors are the sole legal and beneficial owners of the Equity Interest and shall have lawful, good and full ownership of the Equity Interest, unless subject to the agreements otherwise entered into by the Pledgors and the Pledgee.

5.2 The Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with this Agreement.

5.3 Except for the Pledge Right, the Pledgors have created no security interest or other encumbrance on the Equity Interest, there is no dispute with respect to the ownership of the Equity Interest, the Equity Interest is not subject to attachment or other legal proceedings, and no similar action is threatened. The Equity Interest may be used for pledge and transfer in accordance with applicable laws.

5.4 The Pledgors' execution of this Agreement and exercise of their rights hereunder or performance of their obligations hereunder will not violate any laws or regulations, any agreements or contracts to which the Pledgors are a party, or any covenants made by the Pledgors to any third party.

5.5 All documents, information, statements and certificates provided by the Pledgors to the Pledgee are accurate, true, complete and valid.

Party C represents and warrants to the Pledgee as follows:

5.6 Party C is a limited liability company registered, incorporated and lawfully existing under the laws of the PRC with independent legal person status; it has full and independent legal status and capacity to execute, deliver and perform this Agreement.

5.7 Upon due execution by Party C, this Agreement constitutes its legal, valid and binding obligations.

5.8 Party C has full internal right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated hereby, and has full right and authority to consummate the transactions contemplated hereby.

5.9 There is no material security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on the assets owned by Party C, which may affect the rights and interests of the Pledgee in the Equity Interest.

5.10 There are no pending or, to the knowledge of Party C, threatened litigation, arbitration or other legal proceedings before any court or arbitral tribunal with respect to the Equity Interest, Party C or its assets, nor are there pending or, to the knowledge of Party C, threatened administrative procedures or penalty before any governmental or administrative authority with respect to the Equity Interest, Party C or its assets, which will have material or adverse effect on the economic condition of Party C or the Pledgors' ability to perform their obligations and guarantee liability hereunder.

5.11 Party C hereby agrees to bear joint and several liability to the Pledgee for the representations and warranties made by the Pledgors hereunder.

5.12 Party C hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and be fully complied with under any circumstances at any time prior to full performance of the Contractual Obligations or full satisfaction of the Secured Indebtedness.

6. Covenants and Further Agreements of the Pledgors and Party C

The Pledgors covenant and further agree as follows:

6.1 During the validity term hereof, the Pledgors hereby covenant to the Pledgee that:

6.1.1 except for the performance of the Exclusive Call Option Agreement entered into by the Pledgors, the Pledgee and Party C on December 9, 2016, without the prior written consent of the Pledgee, the Pledgors shall not transfer, or agree to others' transfer of, all or any part of the Equity Interest, create or permit to be created any security interest or other encumbrance which may affect the rights and interests of the Pledgee in the Equity Interest;

6.1.2 the Pledgors shall comply with all laws and regulations applicable to the pledge of rights, show any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant authority) in connection with the Pledge Right to the Pledgee within 5 days after the receipt of the same, and observe such notice, order or recommendation or make objections and statements with respect to such matters as reasonably requested by the Pledgee or upon approval of the Pledgee;

6.1.3 the Pledgors shall promptly notify the Pledgee of any event or notice received by the Pledgors which may have effect on the Pledgee's rights in the Equity Interest or any part thereof, together with any event or notice received by the Pledgors which may have effect on any warranty and other obligations of the Pledgors arising out of this Agreement.

6.2 The Pledgors agree that the Pledge Right acquired by the Pledgee in accordance with this Agreement shall not be suspended or prejudiced by the Pledgors or any of their successors or representatives or any other person through legal proceedings.

6.3 To protect or perfect the security interest granted hereunder, the Pledgors hereby covenant to execute in good faith and cause other parties who have interest in the Pledge Right to execute all certificates, agreements, deeds and/or covenants requested by the Pledgee. The Pledgors also covenant to do and cause other parties who have interest in the Pledge Right to do acts requested by the Pledgee, facilitate the exercise by the Pledgee of the rights and authority granted to it by this Agreement, and enter into all relevant documents regarding the ownership of the Equity Interest with the Pledgee or its designees (natural persons/legal persons). The Pledgors covenant to provide the Pledgee with all notices, orders and decisions requested by the Pledgee in connection with the Pledge Right during a reasonable period.

6.4 The Pledgors hereby covenant to the Pledgee that they will comply with and perform all warranties, covenants, agreements, representations and conditions hereunder. In the event of failure to perform or partial performance of their warranties, covenants, agreements, representations and conditions, the Pledgors shall indemnify the Pledgee for all losses caused thereby.

6.5 If any compulsory measures are imposed on the Equity Interest pledged hereunder by court or other governmental authorities due to any reason, the Pledgors shall use all endeavors, including, without limitation, provision of other warranties to the court or adoption of other measures, to release such compulsory measures taken by court or other authorities with respect to the Equity Interest.

6.6 If any possible decrease in the value of the Equity Interest is enough to prejudice the rights of the Pledgee, the Pledgee may request the Pledgors to provide additional mortgage or security; if the Pledgors fail to provide the same, the Pledgee may auction or sell the Equity Interest at any time and use the proceeds from such auction or sale for early satisfaction of the Secured Indebtedness or deposit; any costs arising therefrom shall be fully borne by the Pledgors.

6.7 Without the prior written consent of the Pledgee, the Pledgors and/or Party C shall not (or assist others to) increase, decrease or transfer the registered capital of Party C (or amount of capital contribution to Party C) or create any encumbrance thereon (including the Equity Interest). Subject to the foregoing, the Equity Interest in Party C registered and acquired by the Pledgors after the date hereof shall be referred to as the "Additional Equity." Immediately after the Pledgors acquire the Additional Equity, the Pledgors and Party C shall enter into a supplementary Equity pledge agreement with the Pledgee with respect to the Additional Equity, cause the board of directors and the shareholders' meeting of Party C to approve such supplementary Equity pledge agreement and deliver to the Pledgee all documents required by the supplementary Equity pledge agreement, including, without limitation, (a) the original investment certificate issued by Party C in connection with the Additional Equity; and (b) a certified copy of the capital verification report on the Additional Equity issued by a certified public accountant of the PRC. The Pledgors and Party C shall create and register the pledge of the Additional Equity in accordance with Article 3.1 hereof.

6.8 Unless the Pledgee gives prior written instructions to the contrary, the Pledgors and/or Party C agrees that if all or any part of the shares are transferred (split or inherited) between the Pledgors and any third Party (the "**Share Transferee**") in violation of this Agreement, the Pledgors and/or Party C shall ensure that the Share Transferee shall unconditionally acknowledge the Pledge Right and complete necessary pledge change registration formalities (including, without limitation, execution of relevant documents) to procure the existence of the Pledge Right.

6.9 If the Pledgee provides any loan to Party C, the Pledgors and/or Party C agrees to pledge the Equity Interest to grant the Pledge Right to the Pledgee so as to provide security for such further loan and complete relevant formalities as soon as practicable in accordance with requirements of laws, regulations or local practices (if any), including, without limitation, execution of relevant documents and completion of relevant pledge creation (or change) registration formalities.

Party C covenants and further agrees as follows:

6.10 If the execution and performance of this Agreement and the Equity pledge hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing formalities with any governmental authority (if required by law), Party C will endeavor to assist in obtaining and keeping them fully valid during the validity term hereof.

6.11 Without the prior written consent of the Pledgee, Party C shall not assist or permit the Pledgors to create any new pledge or grant any other security interest on the Equity Interest, nor shall it assist or permit the Pledgors to transfer the Equity Interest.

6.12 Party C agrees that it and the Pledgors shall jointly and strictly comply with the obligations under Articles 6.7, 6.8 and 6.9 hereof.

6.13 Without the prior written consent of the Pledgee, Party C shall not transfer its assets, create or permit to be created any security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on its assets which may affect the rights and interests of the Pledgee in the Equity Interest.

6.14 If there is any lawsuit, arbitration or other claims likely to have adverse effect on Party C, the Equity Interest or the interests of the Pledgee under the Control Agreements, Party C warrants that it will notify the Pledgee in writing as soon as possible without delay and take all necessary measures as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest.

6.15 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of the Pledgee under the Control Agreements or the Equity Interest.

6.16 During the first month of each calendar quarter, Party C will provide the Pledgee with the financial statements of Party C for the preceding calendar quarter, including, without limitation, balance sheet, income statement and cash flow statement.

6.17 Party C warrants that it will take all necessary measures and execute all necessary documents as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest together with the exercise and realization by the Pledgee of such interests.

6.18 If the exercise of the Pledge Right hereunder results in the transfer of any Equity Interest, Party C warrants that it will take all measures to complete such transfer.

6.19 Party B shall ensure and cause the other shareholders of Party C to ensure that Party C will complete the operation term extension registration formalities within three (3) months prior to the expiration of its operation term so that the validity of this Agreement shall be maintained.

7. Events of Default

7.1 The following circumstances shall be deemed as Events of Default:

7.1.1 Party C fails to fully pay consulting and service fees payable under the Exclusive Business Cooperation Agreement or fails to repay loan or violates any obligations of Party C under the Control Agreements;

7.1.2 any representation or warranty made by the Pledgors in Article 5 hereof contains material misrepresentations or errors, and/or the Pledgors violate any warranty contained in Article 5 hereof;

7.1.3 the Pledgors and Party C fail to complete Equity pledge registration with the Registration Authority in accordance with Article 3.1;

7.1.4 the Pledgors and Party C violate any provision of this Agreement;

7.1.5 unless specified by Article 6.1.1, the Pledgors transfer or intend to transfer or waive the pledged Equity or convey the pledged Equity without the written consent of the Pledgee;

7.1.6 loans, warranties, damages, covenants or other debts and liabilities owed by the Pledgors to any third party (1) are required to be early repaid or performed due to breach by the Pledgors; or (2) have become due but cannot be repaid or performed on schedule;

7.1.7 any approval, license, permit or authorization of the governmental authority that makes this Agreement enforceable, legal and valid is revoked, suspended, invalid or materially changed;

7.1.8 the promulgation of applicable laws makes this Agreement illegal or the Pledgors unable to continue the performance of their obligations hereunder;

7.1.9 adverse change in the property owned by the Pledgors causes the Pledgee to determine that the ability of the Pledgors to perform their obligations hereunder has been affected;

7.1.10 the successor or trustee of Party C can only perform the payment liability in part or refuses to perform the payment liability under the Exclusive Business Cooperation Agreement; and

7.1.11 any other circumstance under which the Pledgee cannot or may be unable to exercise the Pledge Right, including, without limitation, the circumstances under which the Pledgors are dead or lose civil capacity.

7.2 Upon knowledge or discovery of any circumstance set forth in Article 7.1 or the occurrence of any event that may lead to such circumstance, the Pledgors shall promptly notify the Pledgee in writing accordingly.

7.3 Unless the Events of Default set forth in Article 7.1 have been successfully resolved to the satisfaction of the Pledgee within thirty (30) days after the date of notice from the Pledgee, the Pledgee may give a Notice of Default to the Pledgors when an Event of Default occurs or at any time after the occurrence of an Event of Default, requesting the Pledgors to promptly pay all outstanding amounts due and payable under the Control Agreements and all other amounts due and payable to the Pledgee and/or repay loan and/or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of the Pledge Right

8.1 Without the written consent of the Pledgee, the Pledgors shall not transfer their Equity Interest in Party C.

8.2 When the Pledgee exercises the Pledge Right, it may give a Notice of Default to the Pledgors.

8.3 Subject to the provisions of Article 7.3, the Pledgee may exercise the right to enforce the Pledge Right when it gives a Notice of Default or at any time after it gives a Notice of Default in accordance with Article 7.2. Once the Pledgee elects to enforce the Pledge Right, the Pledgors shall have no rights or interests in the Equity Interest.

8.4 In the event of default, to the extent permitted, and in accordance with applicable laws, the Pledgee shall have the right to dispose of the pledged Equity and exercise all of its remedies and rights for breach of contract in accordance with law, including, without limitation, the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity. After all proceeds received by the Pledgee from the exercise of the Pledge Right are used to satisfy the Secured Indebtedness, any remaining amount shall be paid to the Pledgors or the persons entitled to it (without any interest accrued thereon). The Pledgee shall not be liable for any loss caused by its reasonable exercise of its remedies and rights for breach of contract. The Pledgee shall have the right, at its option, to exercise any of its remedies for breach of contract simultaneously or successively. The Pledgee shall not be required to exercise other remedies for breach of contract before its exercise of the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity hereunder.

8.5 When the Pledgee disposes of the Pledge Right in accordance with this Agreement, the Pledgors and Party C shall provide necessary assistance so that the Pledgee can enforce the Pledge Right in accordance with this Agreement.

8.6 All out-of-pocket expenses, taxes and all legal costs relating to the creation of the Equity pledge and the realization of the Pledgee's rights hereunder shall be borne by the Pledgors, except for those borne by the Pledgee in accordance with laws. The Pledgee shall have the right to fully deduct reasonable costs incurred by it in connection with its exercise of any or all of its foregoing rights and powers from the proceeds obtained as a result of its exercise of such rights and powers.

8.7 The Parties acknowledge that the Investor Shareholders shall be liable only for their own breach of contract and shall bear no joint and several liability for breach by any other Party hereto.

9. Assignment

9.1 Without the prior written consent of the Pledgee, the Pledgors shall have no right to assign or delegate their rights and obligations hereunder.

9.2 This Agreement shall be binding upon the Pledgors and their successors and permitted assignees and shall be valid with respect to the Pledgee and each of its successors and assignees.

9.3 At any time, the Pledgee may assign any and all of its rights and obligations under the Exclusive Business Cooperation Agreement to its designees (natural persons/legal persons), in which case the assignees shall have the rights and obligations of the Pledgee hereunder, as if they were the original Parties hereto. When the Pledgee assigns its rights and obligations under the Exclusive Business Cooperation Agreement, upon request by the Pledgee, the Pledgors shall execute relevant agreements or other documents in connection with such assignment.

9.4 In the event of change of the Pledgee due to assignment, upon request by the Pledgee, the Pledgors shall enter into a new pledge contract with the new Pledgee on the same terms and conditions as those of this Agreement.

9.5 The Pledgors shall strictly comply with the provisions of this Agreement and other contracts jointly or severally executed by the Parties hereto or any of them, including the Exclusive Call Option Agreement and the Power of Attorney Agreements to authorize the Pledgee, perform the obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. The Pledgors shall not exercise any remaining rights in the Equity Interest pledged hereunder unless in accordance with the written instructions given by the Pledgee.

10. Termination

After the Exclusive Business Cooperation Agreement has been fully performed, the consulting and service fees thereunder have been fully paid and the obligations of Party C under the other Control Agreements have been terminated, this Agreement shall terminate and the Pledgee shall cancel or terminate this Agreement as soon as reasonably practicable.

Unless otherwise provided by laws, in no event shall the Pledgors or Party C have the right to terminate or rescind this Agreement.

11. Handling Fee and Other Expenses

All fees and out-of-pocket expenses relating to this Agreement, including, without limitation, attorneys' fee, costs of production, stamp duty and any other tax and fee, shall be borne by Party C. If the Pledgee is required to bear relevant taxes and fees by applicable laws, the Pledgors shall cause Party C to fully reimburse all taxes and fees already paid by the Pledgee.

12. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

13. Governing Law and Dispute Resolution

13.1 The execution, effectiveness, interpretation and performance of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC. Any matters not covered by officially promulgated and publicly available laws of the PRC shall be governed by international legal principles and practices.

13.2 Any dispute arising from the interpretation and performance of the provisions of this Agreement shall be resolved by the Parties through consultation in good faith. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

13.3 In the event of any dispute arising out of the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters in dispute, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder.

14. Notices

14.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

14.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

14.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 18510412085

Party B:

Beijing Kunlun Tech Co., Ltd.
Address: Block B, Mingyang International Center, 46 Xizongbu Hutong, Dongcheng District, Beijing
Attention: Xiaoling Qian
Telephone: 18701691083

Tianjin Happy Share Asset Management L.P.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 18510412085

Shanghai Yunxin Venture Capital Co., Ltd.
Address: Room 419, Building 13, 207 Mengzi Road, Huangpu District, Shanghai
Attention: Chao Zhu
Telephone: 0571-26888888

Phoenix Auspicious Internet Investment L.P.
Address: A703, Ping An International Finance Center, 1-3 Xinyuan South Road, Chaoyang District, Beijing
Attention: Qian Wang
Telephone: 86-1820-1273-165

Tianjin Blue Run Xinhe Investment Center L.P.

Address:	1-103-10, Chuangzhi Building, 482 Dongman Middle Road, Tianjin Eco-City
Attention:	Tianyu Zhu
Telephone:	010-59695680

Jiaxing Blue Run Quchuan Investment L.P.

Address:	Room 573-129, 5/F, Tower 2, Lianchuang Mansion, 883 Guangyi Road, Jiaxing City, Zhejiang Province
Attention:	Tianyu Zhu
Telephone:	13466751763

Ningbo Yuanfeng Venture Capital L.P.

Address:	26/F, Poly International Plaza Tower 1, Zone 7, Wangjing East Park, Chaoyang District, Beijing
Attention:	Xiaoyan Wang
Telephone:	13466751763

Shenzhen Huasheng Qianhai Investment Co., Ltd.

Address:	Room 201, Building A, 1 Qianwan First Road, Qianhai Shenzhen-Hong Kong Cooperation Zone, Shenzhen
Attention:	Xiaohui Liu
Telephone:	86-1867-6755-791

Party C:

Beijing Happy Time Technology Development Co., Ltd.

Address:	12/F, ZGC Internet Financial Centre, 1A Danling Street, Haidian District, Beijing
Attention:	Min Luo
Telephone:	86-1381-1312-209

14.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

15. **Severability**

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

16. Appendix

The appendix hereto shall constitute an integral part of this Agreement.

17. Effectiveness

17.1 Any amendment, modification and supplement to this Agreement shall be made in writing and become effective after the Parties affix their signatures or seals and complete governmental registration procedures, if applicable.

17.2 This Agreement is made in eleven (11) counterparts. Each of the Pledgors, the Pledgee and Party C shall hold one (1) copy. One (1) copy shall be submitted to the Registration Authority. Each copy of this Agreement shall have the same effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Tianjin Happy Share Asset Management L.P.
(Affix Company Seal)
(Seal)

By: /s/ Lianzhu Lv
Name:

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Shanghai Yunxin Venture Capital Co., Ltd. (Affix Company Seal)
(Seal)

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Beijing Kunlun Tech Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Yahui Zhou
Name: Yahui Zhou

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Phoenix Auspicious Internet Investment L.P.
(Affix Company Seal)
(Seal)

By: /s/ Li Du
Name: Li Du

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Tianjin Blue Run Xinhe Investment Center L.P.
(Affix Company Seal)
(Seal)

By: /s/ Tan Jui Kuang
Name:Tan Jui Kuang

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Jiaxing Blue Run Quchuan Investment L.P.
(Affix Company Seal)
(Seal)

By: /s/ Tan Jui Kuang
Name: Tan Jui Kuang

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Ningbo Yuanfeng Venture Capital L.P.
(Affix Company Seal)
(Seal)

By: /s/ Yi Cao
Name: Yi Cao

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Shenzhen Huasheng Qianhai Investment Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Yingming Li
Name: Yingming Li

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Beijing Happy Time Technology Development Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Appendix I

Shareholder Register
of
Beijing Happy Time Technology Development Co., Ltd.

Name/ Designation of the Shareholder	Registered Address / Address	Subscribed Capital (RMB ten thousand)	Shareholding Percentage
Min Luo	43 East Tujia Road, South Gate of the Suburbs, Fenggang Town, Yihuang County, Fuzhou City, Jiangxi Province	502.557864	21.04%
Tianjin Happy Share Asset Management L.P.	B1-4-1, Animation Building, 126 Dongman Middle Road, Tianjin Eco-City	125.174248	5.24%
Shanghai Yunxin Venture Capital Co., Ltd.	Room 419, Building 13, 207 Mengzi Road, Huangpu District, Shanghai	298.574407	12.50%
Beijing Kunlun Tech Co., Ltd.	605E, Block B, 118 Zhichun Road, Haidian District, Beijing	458.749588	19.21%
Phoenix Auspicious Internet Investment L.P.	902, 9/F, Building A, 23 Baijiazhuang Dongli, Chaoyang District, Beijing	340.237271	14.24%
Tianjin Blue Run Xinhe Investment Center L.P.	1-103-10, Chuangzhi Building, 482 Dongman Middle Road, Tianjin Eco-City	15.923969	0.67%
Jiaxing Blue Run Quchuan Investment L.P.	Room 573-129, 5/F, Tower 2, Lianchuang Mansion, 883 Guangyi Road, Jiaxing City, Zhejiang Province	152.212645	6.37%
Ningbo Yuanfeng Venture Capital L.P.	Room 621, Office Building 6, Business Center, Meishan Avenue, Beilun District	375.735530	15.73%
Shenzhen Huasheng Qianhai Investment Co., Ltd.	Room 201, Building A, 1 Qianwan First Road, Qianhai Shenzhen-Hong Kong Cooperation Zone, Shenzhen	119.429764	5.00%
Total		2,388.595286	100%

Exhibit 10.7

[English Translation]

Power Of Attorney Agreement

Date: December 9, 2016

We, **Tianjin Happy Share Asset Management L.P.**, a limited partnership incorporated and existing under the laws of the PRC, with its registered address at B1-4-1, Animation Building, 126 Dongman Middle Road, Tianjin Eco-City, holds 5.24% of the entire registered capital ("**Our Equity Interest**") of **Beijing Happy Time Technology Development Co., Ltd.** (the "**Domestic Company**"). We hereby issue this Power of Attorney Agreement to specify the following matters concerning Our Equity Interest:

1. We irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as our sole agent and authorized representative to act on behalf of us with respect to all matters relating to Our Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to us under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of Our Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on behalf of us.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option contract on behalf of us to the extent that we are required to be a party thereto, and perform the terms of the equity pledge contract and the exclusive call option contract, dated even date herewith, to which we are a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, we irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of Our Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of Our Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon us and Our Equity Interest. For this purpose, we acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by us to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of Our Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as our agent to execute all such necessary documents on behalf of us, in which case such documents executed by the WFOE on behalf of us shall be legally binding upon us; (4) take all other steps necessary or advisable for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of Our Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of us.

5. As long as we are a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies us in writing to terminate this Power of Attorney Agreement in whole or in part, we shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney Agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon our successors and assignees, and we shall cause our successors or assignees, if applicable, to execute similar power of attorney Agreement.

7. We hereby waive, and shall not exercise, all rights granted to the WFOE relating to Our Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Tianjin Happy Share Asset Management L.P.
(Affix Company Seal)

(Seal)

By: /s/ Lianzhu Lv
Name:

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name:

Exhibit 10.8

[English Translation]

Power Of Attorney Agreement

Date: December 9, 2016

We, **Shanghai Yunxin Venture Capital Co., Ltd.**, a limited liability company incorporated and existing under the laws of the PRC with its registered address at Room 419, Building 13, 207 Mengzi Road, Huangpu District, Shanghai, holds 12.50% of the entire registered capital ("**Our Equity Interest**") of **Beijing Happy Time Technology Development Co., Ltd.** (the "**Domestic Company**"). We hereby issue this Power of Attorney Agreement to specify the following matters concerning Our Equity Interest:

1. We irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as our sole agent and authorized representative to act on behalf of us with respect to all matters relating to Our Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to us under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of Our Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on behalf of us.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option contract on behalf of us to the extent that we are required to be a party thereto, and perform the terms of the equity pledge contract and the exclusive call option contract, dated even date herewith, to which we are a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, we irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of Our Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of Our Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon us and Our Equity Interest. For this purpose, we acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by us to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of Our Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as our agent to execute all such necessary documents on behalf of us, in which case such documents executed by the WFOE on behalf of us shall be legally binding upon us; (4) take all other steps necessary or advisable for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of Our Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of us.

5. As long as we are a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies us in writing to terminate this Power of Attorney Agreement in whole or in part, we shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney Agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon our successors and assignees, and we shall cause our successors or assignees, if applicable, to execute similar power of attorney Agreement.

7. We hereby waive, and shall not exercise, all rights granted to the WFOE relating to Our Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Shanghai Yunxin Venture Capital Co., Ltd. (Affix Company Seal)

(Seal)

By: _____
Name: Chao Zhu

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.9

[English Translation]

Power Of Attorney Agreement

Date: December 9, 2016

We, **Phoenix Auspicious Internet Investment L.P.**, a limited partnership incorporated and existing under the laws of the PRC, holds 14.24% of the entire registered capital ("**Our Equity Interest**") of **Beijing Happy Time Technology Development Co., Ltd.** (the "**Domestic Company**"). We hereby issue this Power of Attorney Agreement to specify the following matters concerning Our Equity Interest:

1. We irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as our sole agent and authorized representative to act on behalf of us with respect to all matters relating to Our Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to us under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of Our Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on behalf of us.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option contract on behalf of us to the extent that we are required to be a party thereto, and perform the terms of the equity pledge contract and the exclusive call option contract, dated even date herewith, to which we are a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, we irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of Our Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of Our Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon us and Our Equity Interest. For this purpose, we acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by us to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of Our Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as our agent to execute all such necessary documents on behalf of us, in which case such documents executed by the WFOE on behalf of us shall be legally binding upon us; (4) take all other steps necessary or advisable for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of Our Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of us.

5. As long as we are a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies us in writing to terminate this Power of Attorney Agreement in whole or in part, we shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney Agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon our successors and assignees, and we shall cause our successors or assignees, if applicable, to execute similar power of attorney Agreement.

7. We hereby waive, and shall not exercise, all rights granted to the WFOE relating to Our Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

[Signature Page to Power of Attorney Agreement]

Principal: Phoenix Auspicious Internet Investment L.P.
(Affix Company Seal)

(Seal)

By: /s/ Li Du
Name: Li Du

[Signature Page to Power of Attorney Agreement]

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.10

[English Translation]

Power Of Attorney Agreement

Date: December 9, 2016

We, **Tianjin Blue Run Xinhe Investment Center L.P.**, a limited partnership incorporated and existing under the laws of the PRC, with its registered address at 1-103-10, Chuangzhi Building, 482 Dongman Middle Road, Tianjin Eco-City, holds 0.67% of the entire registered capital ("**Our Equity Interest**") of **Beijing Happy Time Technology Development Co., Ltd.** (the "**Domestic Company**"). We hereby issue this Power of Attorney Agreement to specify the following matters concerning Our Equity Interest:

1. We irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as our sole agent and authorized representative to act on behalf of us with respect to all matters relating to Our Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to us under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of Our Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on behalf of us.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option contract on behalf of us to the extent that we are required to be a party thereto, and perform the terms of the equity pledge contract and the exclusive call option contract, dated even date herewith, to which we are a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, we irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of Our Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of Our Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon us and Our Equity Interest. For this purpose, we acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by us to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of Our Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as our agent to execute all such necessary documents on behalf of us, in which case such documents executed by the WFOE on behalf of us shall be legally binding upon us; (4) take all other steps necessary or advisable for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of Our Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of us.

5. As long as we are a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies us in writing to terminate this Power of Attorney Agreement in whole or in part, we shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney Agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon our successors and assignees, and we shall cause our successors or assignees, if applicable, to execute similar power of attorney Agreement.

7. We hereby waive, and shall not exercise, all rights granted to the WFOE relating to Our Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Tianjin Blue Run Xinhe Investment Center L.P.)
(Affix Company Seal)

(Seal)

By: /s/ Tan Jui Kuang
Name: TAN JUI KUANG

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.11

[English Translation]

Power Of Attorney Agreement

Date: December 9, 2016

We, **Jiaxing Blue Run Quchuan Investment L.P.,** a limited partnership incorporated and existing under the laws of the PRC with its registered address at Room 573-129, 5/F, Tower 2, Lianchuang Mansion, 883 Guangyi Road, Jiaxing City, Zhejiang Province, holds 6.37% of the entire registered capital ("**Our Equity Interest**") of **Beijing Happy Time Technology Development Co., Ltd.** (the "**Domestic Company**"). We hereby issue this Power of Attorney Agreement to specify the following matters concerning Our Equity Interest:

1. We irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as our sole agent and authorized representative to act on behalf of us with respect to all matters relating to Our Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to us under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of Our Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on behalf of us.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option contract on behalf of us to the extent that we are required to be a party thereto, and perform the terms of the equity pledge contract and the exclusive call option contract, dated even date herewith, to which we are a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, we irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of Our Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of Our Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon us and Our Equity Interest. For this purpose, we acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by us to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of Our Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as our agent to execute all such necessary documents on behalf of us, in which case such documents executed by the WFOE on behalf of us shall be legally binding upon us; (4) take all other steps necessary or advisable for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of Our Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of us.

5. As long as we are a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies us in writing to terminate this Power of Attorney Agreement in whole or in part, we shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney Agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon our successors and assignees, and we shall cause our successors or assignees, if applicable, to execute similar power of attorney Agreement.

7. We hereby waive, and shall not exercise, all rights granted to the WFOE relating to Our Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Jiaxing Blue Run Quchuan Investment L.P.
(Affix Company Seal)

(Seal)

By: /s/ Tan Jui Kuang
Name: Tan Jui Kuang

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.12

[English Translation]

Power Of Attorney Agreement

Date: December 9, 2016

We, **Ningbo Yuanfeng Venture Capital L.P.**, a limited partnership incorporated and existing under the laws of the PRC with its registered address at Room 621, Office Building 6, Business Center, Meishan Avenue, Beilun District, holds 15.73% of the entire registered capital ("**Our Equity Interest**") of **Beijing Happy Time Technology Development Co., Ltd.** (the "**Domestic Company**"). We hereby issue this Power of Attorney Agreement to specify the following matters concerning Our Equity Interest:

1. We irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as our sole agent and authorized representative to act on behalf of us with respect to all matters relating to Our Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to us under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of Our Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on behalf of us.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option contract on behalf of us to the extent that we are required to be a party thereto, and perform the terms of the equity pledge contract and the exclusive call option contract, dated even date herewith, to which we are a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, we irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of Our Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of Our Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon us and Our Equity Interest. For this purpose, we acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by us to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of Our Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as our agent to execute all such necessary documents on behalf of us, in which case such documents executed by the WFOE on behalf of us shall be legally binding upon us; (4) take all other steps necessary or advisable for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of Our Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of us.

5. As long as we are a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies us in writing to terminate this Power of Attorney Agreement in whole or in part, we shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney Agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon our successors and assignees, and we shall cause our successors or assignees, if applicable, to execute similar power of attorney Agreement.

7. We hereby waive, and shall not exercise, all rights granted to the WFOE relating to Our Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Ningbo Yuanfeng Venture Capital L.P.
(Affix Company Seal)

(Seal)

By: /s/ Yi Cao
Name: Yi Cao

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.13

[English Translation]

Power Of Attorney Agreement

Date: December 9, 2016

We, **Shenzhen Huasheng Qianhai Investment Co., Ltd.**, a limited liability company incorporated and existing under the laws of the PRC, holds 5% of the entire registered capital ("**Our Equity Interest**") of **Beijing Happy Tine Technology Development Co., Ltd.** (the "**Domestic Company**"). We hereby issue this Power of Attorney Agreement to specify the following matters concerning Our Equity Interest:

1. We irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as our sole agent and authorized representative to act on behalf of us with respect to all matters relating to Our Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to us under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of Our Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on behalf of us.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option contract on behalf of us to the extent that we are required to be a party thereto, and perform the terms of the equity pledge contract and the exclusive call option contract, dated even date herewith, to which we are a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, we irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of Our Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of Our Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon us and Our Equity Interest. For this purpose, we acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by us to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of Our Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as our agent to execute all such necessary documents on behalf of us, in which case such documents executed by the WFOE on behalf of us shall be legally binding upon us; (4) take all other steps necessary or advisable for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of Our Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of us.

5. As long as we are a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies us in writing to terminate this Power of Attorney Agreement in whole or in part, we shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney Agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon our successors and assignees, and we shall cause our successors or assignees, if applicable, to execute similar power of attorney Agreement.

7. We hereby waive, and shall not exercise, all rights granted to the WFOE relating to Our Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Shenzhen Huasheng Qianhai Investment Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Yingming Li
Name: Yingming Li

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.14

[English Translation]

Power Of Attorney Agreement

Date: December 9, 2016

We, **Beijing Kunlun Tech Co., Ltd.**, a limited liability company incorporated and existing under the laws of the PRC with its registered address at 605E, Block B, 118 Zhichun Road, Haidian District, Beijing, holds 19.21% of the entire registered capital ("**Our Equity Interest**") of **Beijing Happy Time Technology Development Co., Ltd.** (the "**Domestic Company**"). We hereby issue this Power of Attorney Agreement to specify the following matters concerning Our Equity Interest:

1. We irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as our sole agent and authorized representative to act on behalf of us with respect to all matters relating to Our Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to us under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of Our Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on behalf of us.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option contract on behalf of us to the extent that we are required to be a party thereto, and perform the terms of the equity pledge contract and the exclusive call option contract, dated even date herewith, to which we are a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, we irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of Our Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of Our Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon us and Our Equity Interest. For this purpose, we acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by us to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of Our Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as our agent to execute all such necessary documents on behalf of us, in which case such documents executed by the WFOE on behalf of us shall be legally binding upon us; (4) take all other steps necessary or advisable for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of Our Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of us.

5. As long as we are a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies us in writing to terminate this Power of Attorney Agreement in whole or in part, we shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney Agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon our successors and assignees, and we shall cause our successors or assignees, if applicable, to execute similar power of attorney Agreement.

7. We hereby waive, and shall not exercise, all rights granted to the WFOE relating to Our Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Beijing Kunlun Tech Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Yahui Zhou
Name: Yahui Zhou

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.15

[English Translation]

Power Of Attorney Agreement

Date: December 9, 2016

I, **Min Luo**, a citizen of the People's Republic of China (the "**PRC**"), with identity card number of 362527198302280018, hold 21.04% of the entire registered capital ("**My Equity Interest**") of **Beijing Happy Time Technology Development Co., Ltd.** (the "**Domestic Company**"). I hereby issue this Power of Attorney Agreement to specify the following matters concerning My Equity Interest:

1. I irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as my sole agent and authorized representative to act on my behalf with respect to all matters relating to My Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to me under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of My Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on my behalf .

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option contract on my behalf to the extent that I am required to be a party thereto, and perform the terms of the equity pledge contract and the exclusive call option contract, dated even date herewith, to which I am a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, I irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of My Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of My Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon me and My Equity Interest. For this purpose, I acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of My Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by me to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of My Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as my agent to execute all such necessary documents on my behalf, in which case such documents executed by the WFOE on my behalf shall be legally binding upon me; (4) take all other steps necessary or advisable for the disposal of My Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of My Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of me.

5. As long as I am a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies me in writing to terminate this Power of Attorney Agreement in whole or in part, I shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney Agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon my successors and assignees, and I shall cause my successors or assignees, if applicable, to execute similar power of attorney Agreement.

7. I hereby waive, and shall not exercise, all rights granted to the WFOE relating to My Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Min Luo

By: /s/ Min Luo
Name: Min Luo

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.16

[English Translation]

EXCLUSIVE BUSINESS COOPERATION AGREEMENT

This Exclusive Business Cooperation Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on December 9, 2016 by and between:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**
Address: Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic and Technological Development Zone, Ganzhou City, Jiangxi Province

Party B: **Beijing Happy Time Technology Development Co., Ltd.**
Address: Entrance 1, 12/F, Building 1, 1 Danling Street, Haidian District, Beijing

Party B: **Ganzhou Happy Fenqi Network Service Co., Ltd.**
Address: 2/F, Building 25, Standard Workshop I, Ganzhou Technology Incubation Service Center, Intersection of Huangjin Avenue and Jinling Road, Ganzhou Economic and Technological Development Zone, Ganzhou City, Jiangxi Province

Party B: **Ganzhou Happy Fenqi Technology Development Co., Ltd.**
Address: 2/F, Building 25, Standard Workshop I, Ganzhou Technology Incubation Service Center, Intersection of Huangjin Avenue and Jinling Road, Ganzhou Economic and Technological Development Zone, Ganzhou City, Jiangxi Province

Party B: **Fuzhou Happy Time Technology Development Co., Ltd.**
Address: 2/F-4/F, Building A6, Technology Incubator Base, 198 Jinni Avenue, Jinchao Economic Development Zone, Fuzhou City, Jiangxi Province

Party A and Party B are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party A is a wholly foreign-owned company registered in China possessing necessary resources in computer software and hardware, network technology, communication technology, technology transfer, technology service and technology consulting;

2. Each entity of Party B is a domestic limited liability company registered in China;

3. Party A agrees to utilize its human resource, technology and information advantages to exclusively provide Party B with technology service, technology consulting and other services relating to the production and development of computer software (as further detailed below) during the term hereof, and Party B agrees to accept such service from Party A or its designees in accordance with this Agreement.

NOW, THEREFORE, through mutual consultation, Party A and Party B agree as follows:

1. **Provision of Service By Party A**

1.1 In accordance with the terms and conditions of this Agreement, Party B hereby appoints Party A as the exclusive service provider of Party B during the term hereof to provide Party B with overall business support, technology service and consulting service, including all or part of services within the business scope of Party B as decided by Party A from time to time, including, without limitation, research and development and design of computer software and hardware, development of network technology and communication technology; technology transfer, technology consulting, technology service and technology training ("**Services**").

1.2 Party B agrees to accept consulting and the Services provided by Party A. Party B further agrees that it shall not accept any consulting and/or services from, or cooperate with, any third party in relation to the matters specified hereunder during the term hereof, unless with the prior written consent of Party A. Party A may designate a third party (such designee may enter into certain agreements described in Article 1.3 hereof with Party B) to provide consulting and/or the Services to Party B hereunder.

1.3 Manner of Provision of Services

1.3.1 Party A and Party B agree that they may enter into other technology service agreements and consulting service agreements directly or through their respective affiliates during the term hereof to provide for the details, manner of provision, personnel and fees of specific technology service and consulting service.

1.3.2 In order to perform this Agreement, Party A and Party B agree that they may enter into an agreement for licensing intellectual property, including, without limitation, software, trademarks, patents and technical know-how, directly or through their respective affiliates during the term hereof to allow Party B's use of Party A's relevant intellectual property in accordance with Party B's business requirements.

1.3.3 In order to perform this Agreement, Party A and Party B agree that they may enter into an equipment or plant lease directly or through their respective affiliates during the term hereof to allow Party B's use of Party A's relevant equipment or plant in accordance with Party B's business requirements.

1.3.4 Party A may subcontract, at its own discretion, part of the Services for Party B hereunder to a third party.

1.3.5 Party B hereby grants Party A an irrevocable and exclusive call option whereby Party A may acquire, at its own discretion, from Party B all or any part of assets and business to the extent permitted by the laws and regulations of the PRC for the lowest possible price permitted by the laws of the PRC. In such case, the Parties may separately enter into an asset or business transfer agreement to provide for the terms and conditions of such asset transfer.

2. **Calculation and Payment of Service Fee, Financial Statements, Audit and Taxes**

2.1 The Parties agree that with respect to the Services provided by Party A, Party B shall pay to Party A service fee in an amount equivalent to 100% of its net income ("**Service Fee**"). The Service Fee shall be paid on a monthly basis. During the term hereof, Party A shall have the right to adjust such Service Fee at its sole discretion without the consent of Party B. Party B shall (a) submit to Party A its management accounts and operational information for each month specifying the net income of Party B for such month ("**Monthly Net Income**"); (b) pay to Party A 100% of its net income ("**Monthly Payment**") within 30 days from the last date of such month. Party A shall issue an invoice for technology service fee to Party B within seven (7) business days from its receipt of such management accounts and operational information. Party B shall pay the invoiced amount within seven (7) business days from its receipt of the invoice. All payments shall be credited to a bank account designated by Party A by remittance or other means acceptable to the Parties. The Parties agree that Party A may change such payment instructions by notice to Party B from time to time.

2.2 Party B shall, within 90 days from the end of each financial year, (a) submit to Party A its audited financial statements for such financial year which shall be audited and certified by an independent certified public accountant approved by Party A; (b) pay to Party A any deficiency in the total amount of the Monthly Payments paid by Party B to Party A for such financial year as indicated by the audited financial statements.

2.3 Party B shall prepare financial statements consistent with the requirements of Party A in accordance with laws and business practices.

2.4 Party B shall allow Party A and/or its designated auditor to audit Party B's relevant books and records and make copies of such part of books and records as is deemed necessary at the main premises of Party B upon a notice from Party A five (5) business days in advance, so as to verify the accuracy of the amount of income and statements of Party B.

2.5 Each of the Parties hereto shall bear any tax liabilites arising from its performance of this Agreement.

3. **Intellectual Property, Confidentiality and Non-competition**

3.1 Party A shall have exclusive and ownership rights and interests in and to all rights, titles, interests and intellectual property rights arising from or created in the performance of this Agreement, including, without limitation, copyrights, patent rights, patent applications, trademarks, software, technical know-how, trade secrets or otherwise, whether developed by Party A or by Party B.

3.2 The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

3.3 Party B shall not, directly or indirectly, engage in any business other than those permitted by its business license and operating permit or any business competitive with those of Party A within the PRC, including investing in any entity engaging in any business competitive with those of Party A, nor shall it engage in any business other than those consented to by Party A in writing.

3.4 The Parties agree that this article shall continue in effect regardless of whether this Agreement is modified, rescinded or terminated or not.

4. **Representations and Warranties**

4.1 Party A represents and warrants that:

4.1.1 It is a company duly registered and validly existing under the laws of the PRC.

4.1.2 It enters and performs this Agreement within the scope of its legal personality and business operations; it has taken requisite corporate actions and been granted appropriate authorization and obtained the consents and approvals of third parties and governmental authorities, and will not violate laws or other restrictions binding upon or affecting it.

4.1.3 This Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms.

4.2 Party B represents and warrants that:

4.2.1 Each entity of Party B is a company duly registered and validly existing under the laws of the PRC.

4.2.2 Each entity of Party B enters and performs this Agreement within the scope of its legal personality and business operations; each of them has taken requisite corporate actions and been granted appropriate authorization and obtained the consents and approvals of third parties and governmental authorities, and will not violate laws or other restrictions binding upon or affecting it.

4.2.3 This Agreement constitutes their respective legal, valid and binding obligations, enforceable against them in accordance with its terms.

5. **Effectiveness and Term**

5.1 This Agreement has been entered into as of the date first written above and shall come into force as from such date. This Agreement shall be perpetually valid unless early terminated upon written decision of Party A in accordance with this Agreement or otherwise required in the laws of the PRC.

6. **Termination**

6.1 If any Party's term of operation expires within the term hereof, such Party shall promptly extend its term of operation to the greatest extent permitted by the laws of the PRC in order for this Agreement to continue to be valid and performed. If a Party's application for extension of term of operation is not approved or consented to by any competent authority, this Agreement shall terminate on the date when such Party's term of operation expires.

6.2 The rights and obligations of the Parties under Articles 3, 7 and 8 shall survive the termination of this Agreement.

6.3 Any early termination of this Agreement for any reason shall not release any Party from any obligations hereunder to make payment due prior to such termination, including, without limitation, the Service Fee, or any liability for breach of contract arising prior to such termination. Any payable Service Fee incurred prior to the termination of this Agreement shall be paid to Party A within fifteen (15) business days from such termination.

7. **Governing Law, Dispute Resolution and Change of Laws**

7.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and resolution of disputes arising hereunder shall be governed by the laws of the PRC.

7.2 Any dispute arising from the interpretation and performance of this Agreement shall be resolved by the Parties through good-faith consultation. If the Parties fail to agree upon the resolution of a dispute within 30 days from the date of any Party's request for the resolution of such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

7.3 If any dispute arises from the interpretation and performance of this Agreement or any dispute is under arbitration, the Parties shall continue to exercise their respective rights and perform their respective obligations under this Agreement save for the disputed matters.

8. **Liability for Breach of Contract and Indemnification**

8.1 If Party B materially breaches any covenant hereunder, Party A shall have the right to terminate this Agreement and/or seek damages from Party B; this Article 8.1 shall not preclude any other rights of Party A hereunder.

8.2 Party B shall in no event have the right to terminate or rescind this Agreement unless otherwise provided for in the laws of the PRC.

8.3 Party B shall indemnify and hold harmless Party A from and against any losses, damages, liabilities or costs incurred due to any litigations, claims or other demands against Party A arising or resulting from its provision of consulting and the Services upon the request of Party B, unless incurred due to any willful misconduct of Party A.

9. **Notices**

9.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

9.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

9.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Beijing Happy Time Technology Development Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Ganzhou Happy Fenqi Network Service Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Ganzhou Happy Fenqi Technology Development Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Fuzhou Happy Time Technology Development Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

9.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Party in accordance with this article.

10. **Assignment**

10.1 Party B shall not assign its rights and obligations hereunder to any third party without the prior written consent of Party A.

10.2 Party B agrees that Party A may assign its rights and obligations hereunder to any third party by prior written notice to Party B and without obtaining the consent of Party B.

11. **Severability**

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by law and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

12. **Amendment and Supplement**

Any amendment and supplement to this Agreement shall be in writing. Any amendment agreement and supplementary agreement entered into by the Parties relating to this Agreement shall be an integral part of this Agreement and shall have the same force and effect as this Agreement.

13. **Language and Counterparts**

This Agreement is executed in five counterparts, with each Party holding one counterpart, all of which shall have equal legal force.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Party B: Beijing Happy Time Technology Development Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Party B: Ganzhou Happy Fenqi Network Service Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Party B: Ganzhou Happy Fenqi Technology Development Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Party B: Fuzhou Happy Time Technology Development Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.17

[English Translation]

EXCLUSIVE CALL OPTION AGREEMENT

This Exclusive Call Option Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on December 9, 2016 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**, a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province.

Party B: **Min Luo**, a PRC citizen, with his identity card number of 362527198302280018;
Tianjin Happy Share Asset Management L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at B1-4-1, Animation Building, 126 Dongman Middle Road, Tianjin Eco-City;
Shanghai Yunxin Venture Capital Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its registered address at Room 419, Building 13, 207 Mengzi Road, Huangpu District, Shanghai;
Beijing Kunlun Tech Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its registered address at 605E, Block B, 118 Zhichun Road, Haidian District, Beijing;
Phoenix Auspicious Internet Investment L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at 902, 9/F, Building A, 23 Baijiazhuang Dongli, Chaoyang District, Beijing;
Tianjin Blue Run Xinhe Investment Center L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at 1-103-10, Chuangzhi Building, 482 Dongman Middle Road, Tianjin Eco-City;
Jiaxing Blue Run Quchuan Investment L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at Room 573-129, 5/F, Tower 2, Lianchuang Mansion, 883 Guangyi Road, Jiaxing City, Zhejiang Province;
Ningbo Yuanfeng Venture Capital L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at Room 621, Office Building 6, Business Center, Meishan Avenue, Beilun District;
Shenzhen Huasheng Qianhai Investment Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its registered address at Room 201, Building A, 1 Qianwan First Road, Qianhai Shenzhen-Hong Kong Cooperation Zone, Shenzhen (registered by using the domicile of Shenzhen Qianhai Business Secretary Co., Ltd.).

Party C: **Beijing Happy Time Technology Development Co.**, Ltd., a limited liability company established and existing under the laws of the PRC, with its registered address at Entrance 1, 12/F, Building 1, 1 Danling Street, Haidian District, Beijing.

In this Agreement, Party A, Party B and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. The Persons of Party B are all the currently registered shareholders of Party C and hold 100% equity interest in Party C in the aggregate;

2. Subject to the laws of the PRC, Party B intends to transfer to Party A and/or any other entity or individual designated by it, and Party A intends to accept such transfer of, all the equity interest in Party C held by Party B;

3. Subject to the laws of the PRC, Party C intends to transfer to Party A and/or any other entity or individual designated by it, and Party A intends to accept such transfer of, the assets owned by Party C;

4. In order to consummate the aforesaid equity or asset transfer, Party B and Party C agree to grant, on an exclusive basis, respectively to Party A irrevocable Equity Call Option (as defined below) and Asset Purchase Option (as defined below), Party C agrees that Party B grants the Equity Call Option to Party A in accordance with this Agreement, and Party B agrees that Party C grants the Asset Purchase Option to Party A in accordance with this Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Equity Call Option and Asset Purchase Option

1.1 Grant of Options

Party B hereby irrevocably grants to Party A an irrevocable and exclusive option to purchase, or cause one or more designated Persons (each, a "**Designee**", subject to approval by the board of directors of Party A) to purchase, all or any part of equity interest in Party C held by any Person of Party B now or hereafter from such Person at any time, one or more times, at the price set forth in Article 1.3 hereof according to the steps for exercise as determined by Party A in its sole discretion (the "**Equity Call Option**"). No third Person other than Party A and the Designees shall have the right to purchase equity interest in Party C held by Party B or other rights related to equity interest in Party C held by Party B. Party C hereby agrees that Party B grants the Equity Call Option to Party A in accordance with this Agreement. "**Person**" referred to in this article and this Agreement means individual, company, joint venture, partnership, enterprise, trust or unincorporated organization.

Party C hereby irrevocably grants to Party A an irrevocable and exclusive option to purchase, or cause the Designee(s) to purchase, all or any part of assets owned by Party C now or hereafter from Party C at any time, one or more times, at the price set forth in Article 1.3 hereof according to the steps for exercise as determined by Party A in its sole discretion (the "**Asset Purchase Option**"). No third Person other than Party A and the Designees shall have the right to purchase assets of Party C or other rights related to assets of Party C. Party B hereby agrees that Party C grants the Asset Purchase Option to Party A in accordance with this Agreement.

Party A agrees to accept the aforesaid Equity Call Option and the Asset Purchase Option. For the avoidance of doubt, Party A may exercise any rights hereunder, including the Equity Call Option and/or the Asset Purchase Option, at any time after the execution and effectiveness of this Agreement. To the fullest extent permitted by the laws of the PRC, Party A shall have the right to exercise the rights hereunder, including the Equity Call Option and/or the Asset Purchase Option, against Party B or its successor or successor entity and Party C and its successor entity in accordance with the terms of this Agreement.

1.2 Steps for Exercise

1.2.1 Subject to the terms and conditions of this Agreement, to the extent permitted by the laws of the PRC, Party A shall determine the timing, method and times of its exercise of the Equity Call Option and the Asset Purchase Option in its absolute and sole discretion and shall have the right to request at any time Party B to transfer all or any part of its equity interest in Party C, or Party C to transfer all or any part of its assets, to it or the Designee(s).

1.2.2 With respect to the Equity Call Option, Party A shall have the right to determine in its sole discretion the amount of equity interest to be transferred by each Person of Party B to Party A and/or the Designee(s) in each exercise, and Party B shall transfer such amount of the Purchased Equity (as defined below) as requested by Party A to Party A and/or the Designee(s). Party A and/or the Designee(s) shall pay the transfer price to the transferring Person of Party B for the Purchased Equity acquired in each exercise.

1.2.3 With respect to the Asset Purchase Option, Party A shall have the right to determine the specific assets of Party C to be transferred by Party C to Party A and/or the Designee(s) in each exercise, and Party C shall transfer the Purchased Assets (as defined below) as requested by Party A to Party A and/or the Designee(s). Party A and/or the Designee(s) shall pay the transfer price to Party C for the Purchased Assets acquired in each exercise.

1.2.4 When Party A exercises the Equity Call Option or the Asset Purchase Option, it shall give a written notice (the "**Equity Purchase Notice**" or the "**Asset Purchase Notice**") to Party B, specifying (a) decision made by Party A or the Designee(s) on exercise of the Equity Call Option/the Asset Purchase Option; (b) the percentage of equity interest proposed to be purchased by Party A or the Designee(s) from Party B (the "**Purchased Equity**"), or the specific assets proposed to be purchased from Party C (the "**Purchased Assets**"); and (c) the purchase date/transfer date of the purchased equity or assets. After the receipt of such notice, Party B or Party C shall, pursuant to such notice, promptly transfer the Purchased Equity or the Purchased Assets to Party A and/or the Designee(s) in such way as described in this Agreement.

1.3 Transfer Price

1.3.1 With respect to the Equity Call Option hereunder, the transfer price corresponding to the Purchased Equity in each exercise by Party A shall be the lowest price permitted by the laws of the PRC applicable at the time of exercise; with respect to the Asset Purchase Option hereunder, the transfer price corresponding to the Purchased Assets in each exercise by Party A shall be the net book value of the Purchased Assets; if the lowest price permitted by the then applicable laws of the PRC is higher than the net book value of the Purchased Assets, the transfer price shall be the lowest price permitted by the laws of the PRC.

1.3.2 The Parties hereby agree that, after Party A exercises the Equity Call Option and/or the Asset Purchase Option, Party B and/or Party C shall pay all the transfer price collected thereby to Party A or another party designated by it without compensation.

1.4 Transfer of the Purchased Equity/the Purchased Assets

When Party A exercises the Equity Call Option and/or the Asset Purchase Option each time,

1.4.1 Party C shall, and Party B shall cause Party C to, promptly hold a shareholders' meeting, at which a resolution shall be adopted on the approval of the transfer of the Purchased Equity by Party B, or the transfer of the Purchased Assets by Party C, to Party A and/or the Designee(s);

1.4.2 each Person of Party B shall obtain consent from its respective shareholders' meeting, board of directors or other internal decision-making bodies having similar functions in connection with its transfer of the Purchased Equity to Party A and/or the Designee(s);

1.4.3 with respect to the transfer of the Purchased Equity to Party A and/or the Designee(s), Party B shall obtain a written statement from the other shareholders of Party C, in which they approve such transfer and waive the right of first refusal; meantime, when Party A exercises the Equity Call Option to purchase equity interest in Party C held by several Persons of Party B, the other Persons of Party B shall issue a written statement, in which they approve such transfer and waive the right of first refusal;

1.4.4 Party B shall enter into an equity transfer contract for each equity transfer with Party A and/or the Designee(s) (as applicable) in accordance with this Agreement and the Equity Purchase Notice, in the form and substance satisfactory to Party A; Party C shall enter into an asset transfer contract for each asset transfer with Party A and/or the Designee(s) (as applicable) in accordance with this Agreement and the Asset Purchase Notice, in the form and substance satisfactory to Party A;

1.4.5 the relevant Parties shall execute all other necessary contracts, agreements or documents (including, without limitation, amendment to the articles of association), obtain all necessary governmental licenses and permits (including, without limitation, business license) and take all necessary actions to transfer the valid title to the Purchased Equity and/or the Purchased Assets to Party A and/or the Designee(s), free and clear of any Security Interest, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Purchased Equity and/or the Purchased Assets, if applicable. For the purpose of this article and this Agreement, "**Security Interest**" includes security, mortgage, third party rights or interests, any call option, right to acquire, right of first refusal, right of set-off, ownership detainment or other security arrangements, for the sake of clarity, excluding any Security Interest created under this Agreement, the Equity Interest Pledge Agreement of Party B and the Power of Attorney Agreement of Party B. The "**Equity Interest Pledge Agreement of Party B**" referred to in this article and this Agreement means the Equity Interest Pledge Agreement entered into by Party A, Party B and Party C on the date hereof (in the form and substance set forth in Appendix I hereto), as amended, modified or restated; the "**Power of Attorney Agreement of Party B**" referred to in this article and this Agreement means the Power of Attorney Agreement executed by Party B to authorize Party A on the date hereof (in the form and substance set forth in Appendix II hereto), as amended, modified or restated.

2. Covenants

2.1 Covenants Concerning Party C

Party B (as the shareholders of Party C) and Party C hereby covenant that:

2.1.1 without the prior written consent of Party A, they shall not supplement, modify or amend the articles of association or bylaws of Party C in any form, increase or decrease its registered capital or otherwise change its registered capital structure;

2.1.2 they shall maintain the corporate existence of Party C according to good financial and business standards and practices, conduct its business and transact its affairs prudently and effectively and cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement executed by it on the date hereof;

2.1.3 without the prior written consent of Party A, they shall not sell, transfer, mortgage or otherwise dispose of lawful or beneficial interest in any assets, business or income of Party C or permit the encumbrance thereon of any Security Interest at any time from the date hereof;

2.1.4 after the statutory liquidation described in Article 3.6, Party B will fully pay Party A any remaining residual value collected on the basis of non-bidirectional payment or procure such payment; if such payment is prohibited by the laws of the PRC, Party B will pay such income to Party A or the party designated by Party A to the extent permitted by the laws of the PRC;

2.1.5 without the prior written consent of Party A, they shall not incur, inherit, guarantee or permit the existence of any debts, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to and approved by Party A in writing;

2.1.6 they shall always conduct all the business of Party C in the ordinary course of business to maintain the asset value of Party C and refrain from any act/omission that may affect the operation status and asset value of Party C;

2.1.7 without the prior written consent of Party A, they shall not cause Party C to enter into any material contract, except for the contracts entered into in the ordinary course of business (for the purpose of this paragraph, a contract shall be deemed as a material contract if its value exceeds RMB100,000);

2.1.8 without the prior written consent of Party A, they shall not cause Party C to provide any Person with loan or credit or any form of security;

2.1.9 upon request by Party A, they shall provide Party A with all information regarding the operation and financial status of Party C;

2.1.10 if requested by Party A, they shall procure and maintain insurance on assets and business of Party C, the amounts and types of which shall be consistent with those of the companies operating similar business, with an insurer acceptable to Party A;

2.1.11 without the prior written consent of Party A, they shall not cause or allow Party C to merge or consolidate with any Person or acquire or invest in any Person, or cause or allow Party C to sell its assets with value of more than RMB100,000;

2.1.12 they shall promptly notify Party A of any litigation, arbitration or administrative proceeding initiated or threatened in relation to the assets, business or income of Party C;

2.1.13 to retain Party C's title to all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or make necessary and appropriate defenses against all claims;

2.1.14 without the prior written consent of Party A, they shall ensure that Party C shall not distribute dividends to its shareholders in any form; provided, however, that Party C shall promptly distribute all distributable profits to its shareholders upon written request by Party A;

2.1.15 upon request by Party A, they shall appoint any Person designated by Party A as the director of Party C and/or remove the incumbent director of Party C; and

2.1.16 without the written consent of Party A, Party C shall not be dissolved or liquidated, unless mandatorily required by the laws of the PRC.

2.2 Acknowledgements and Covenants of Party B

Party B hereby acknowledges that:

2.2.1 to the fullest extent permitted by the laws of the PRC, any equity interest in Party C held by Party B now or hereafter shall not belong to community property of Party B (in the event that Party B is a natural Person) or hereditament and shall not be divided or inherited, nor shall Party B use its equity interest in Party C to assume debt repayment liability or security liability. If, due to any reason, such equity interest is divided, transferred or inherited, successor(s) or transferee(s) shall execute all documents requested by Party A (including, without limitation, this Agreement, the Equity Interest Pledge Agreement of Party B and the Power of Attorney Agreements of Party B).

Party B hereby covenants that:

2.2.2 without the prior written consent of Party A, it shall not sell, transfer, mortgage or otherwise dispose of any lawful or beneficial interest in its equity interest in Party C or permit the encumbrance thereon of any Security Interest, other than the pledge created on such equity interest in accordance with the Equity Interest Pledge Agreement of Party B;

2.2.3 it shall not request Party C to distribute dividends or make other forms of profit distribution in connection with its equity interest in Party C, propose a resolution thereon to the shareholders' meeting or vote in favor of such resolution at the shareholders' meeting. In any event, if Party B receives any proceeds, profit distribution or dividends from Party C, to the extent permitted by the laws of the PRC, Party B shall promptly pay or transfer such proceeds, profit distribution or dividends to Party A or the party designated by Party A for the benefit of Party C as the service fee payable by Party C to Party A under the Exclusive Business Cooperation Agreement;

2.2.4 it shall cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or other disposal of any lawful or beneficial interest in its equity interest in Party C or permit the encumbrance thereon of any Security Interest without the prior written consent of Party A, other than the pledge created on such equity interest in accordance with the Equity Interest Pledge Agreement of Party B;

2.2.5 it shall cause the shareholders' meeting or the board of directors of Party C not to approve merger or consolidation with any Person or acquisition of or investment in any Person without the prior written consent of Party A;

2.2.6 it shall promptly notify Party A of any litigation, arbitration or administrative proceeding initiated or threatened in relation to its equity interest in Party C;

2.2.7 it shall cause the shareholders' meeting or the board of directors of Party C to approve the transfer of the Purchased Equity hereunder and take any and all other actions that Party A may request;

2.2.8 to retain its ownership of its equity interest in Party C, it shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or make necessary and appropriate defenses against all claims;

2.2.9 upon request by Party A, it shall appoint any Person designated by Party A as the director of Party C;

2.2.10 upon request by Party A at any time, it shall promptly and unconditionally transfer its equity interest in Party C to the Designee(s) of Party A based on the Equity Call Option hereunder, and Party B hereby waives the right of first refusal, if any, with respect to the equity transfer by another existing shareholder of Party C; and

2.2.11 it shall strictly comply with this Agreement and other contracts entered into by Party B, Party C and Party A jointly or severally, perform its obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. If Party B has any remaining rights with respect to the equity interest under this Agreement or the Equity Interest Pledge Agreement among the Parties hereto or the Power of Attorney Agreement granted in favor of Party A, Party B shall not exercise such rights, unless according to the written instructions given by Party A.

2.3 Covenants of Party C

Party C hereby covenants that:

2.3.1 if the execution and performance of this Agreement and the grant of the Equity Call Option or the Asset Purchase Option hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing procedures with any governmental authority (if required in accordance with law), Party C will use its best efforts to assist the satisfaction of such conditions;

2.3.2 without the prior written consent of Party A, Party C will not assist or permit Party B to transfer or otherwise dispose of, or create any Security Interest or other third party rights on, any equity interest in Party C held by Party B;

2.3.3 without the prior written consent of Party A, Party C will not transfer or otherwise dispose of any material assets of Party C, or create any Security Interest or other third party rights on any assets of Party C;

2.3.4 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of Party A hereunder; and

2.3.5 Party C covenants that upon issuance of the Asset Purchase Notice by Party A for the exercise of the Asset Purchase Option: Party C shall immediately cause Party B to hold a shareholders' meeting and adopt a resolution of the shareholders' meeting and take all other necessary actions to approve the transfer by Party C of the Purchased Assets to Party A and/or the Designee(s) at the transfer price set forth herein; it shall immediately execute an asset transfer agreement with Party A and/or the Designee(s) to transfer all the Purchased Assets to Party A and/or the Designee(s) at the transfer price set forth herein, and shall cause all shareholders of Party C to provide necessary supports to Party A in accordance with requirements of Party A, laws and regulations (including provision and execution of all relevant legal documents, completion of all governmental approval and registration formalities and assumption of all relevant obligations), such that Party A and/or the Designee(s) shall obtain the ownership of the Purchased Assets, free and clear of any legal defects and any Security Interest, third party rights or any other restrictions.

3. Representations and Warranties

3.1 Each Person of Party B hereby severally but not jointly represents and warrants that, as of the date hereof and each transfer date of the Purchased Equity:

3.1.1 with respect to a natural Person, he is a PRC citizen with full capacity to act, has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party. With respect to a Person other than a natural Person, it is a legal entity validly established and lawfully existing under the laws of the PRC, has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.1.2 he or it has full power and authority to execute, deliver and perform this Agreement and all other documents to be executed by him or it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.1.3 this Agreement has been lawfully and duly executed and delivered by him or it. This Agreement constitutes his or its legal and binding obligations enforceable against him or it in accordance with the terms hereof.

3.1.4 he or it is the registered shareholder of the Purchased Equity; other than the pledge right created under the Equity Interest Pledge Agreement of Party B and the proxy rights created under the Power of Attorney Agreements of Party B, the Purchased Equity held by him or it is free and clear of any lien, pledge right, claim right and other Security Interest and third party rights. In accordance with this Agreement, Party A and/or the Designee(s) may, upon exercise of option, obtain good title to the Purchased Equity, free and clear of any lien, pledge right, claim right and other Security Interest or third party rights.

3.2 Party C hereby represents and warrants as follows:

3.2.1 It is a limited liability company duly registered and lawfully existing under the laws of the PRC with independent legal person status. It has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.2.2 It has full internal power and authority to execute, deliver and perform this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.2.3 This Agreement has been lawfully and duly executed and delivered by it. This Agreement constitutes its legal and binding obligations.

3.2.4 The assets of Party C are free and clear of any lien, mortgage right, claim right and other Security Interest and third party rights. In accordance with this Agreement, Party A and/or the Designee(s) may, upon exercise of option, obtain good title to the assets of Party C, free and clear of any lien, mortgage right, claim right and other Security Interest or third party rights.

3.3 Party A represents and warrants as follows:

3.3.1 It is a wholly foreign-owned enterprise duly registered and lawfully existing under the laws of the PRC with independent legal person status. It has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.3.2 It has full internal power and authority to execute, deliver and perform this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.3.3 This Agreement has been lawfully and duly executed and delivered by it. This Agreement constitutes its legal and binding obligations.

4. Effective Date

This Agreement shall become effective from the date on which it is duly executed by the Parties. This Agreement shall be terminated after all assets of Party C and all equity interest in Party C held by Party B have been lawfully transferred to Party A and/or another Person designated by it in accordance with the provisions hereof.

5. Governing Law and Dispute Resolution

5.1 Governing Law

The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC.

5.2 Dispute Resolution

Any dispute arising from the interpretation and performance of this Agreement shall be first resolved by the Parties through friendly consultation. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests the other Parties to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission’s arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

6. Taxes and Expenses

Each Party shall pay any and all transfer and registration taxes, costs and expenses incurred by it or levied on it in connection with the preparation and execution of this Agreement and the relevant transfer contract and consummation of the transactions contemplated hereby and thereby in accordance with the laws of the PRC.

7. Notices

7.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

7.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Beijing Kunlun Tech Co., Ltd.
Address: Block B, Mingyang International Center, 46 Xizongbu Hutong, Dongcheng District, Beijing
Attention: Xiaoling Qian
Telephone: 86-1870-1691-083

Tianjin Happy Share Asset Management L.P.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Shanghai Yunxin Venture Capital Co., Ltd.
Address: Room 419, Building 13, 207 Mengzi Road, Huangpu District, Shanghai
Attention: Chao Zhu
Telephone: 0571-26888888

Phoenix Auspicious Internet Investment L.P.
Address: Ping An International Finance Center, 1-3 Xinyuan South Road, Chaoyang District, Beijing
Attention: Qian Wang
Telephone: 86-1820-1273-165

Tianjin Blue Run Xinhe Investment Center L.P.
Address: 1308, Tower 1, CCP Office, 81 Jianguo Road, Chaoyang District, Beijing
Attention: Tianyu Zhu
Telephone: 010-59695680

Jiaxing Blue Run Quchuan Investment L.P.
Address: 1308, Tower 1, CCP Office, 81 Jianguo Road, Chaoyang District, Beijing
Attention: Tianyu Zhu
Telephone: 010-59695680

Ningbo Yuanfeng Venture Capital L.P.
Address: 26/F, Poly International Plaza Tower 1, Zone 7, Wangjing East Park, Chaoyang District, Beijing
Attention: Xiaoyan Wang
Telephone: 86-1346-6751-763

Shenzhen Huasheng Qianhai Investment Co., Ltd.
Address: Room 201, Building A, 1 Qianwan First Road, Qianhai Shenzhen-Hong Kong Cooperation Zone, Shenzhen
Attention: Xiaohui Liu
Telephone: 86-1867-6755-791

Party C:

Beijing Happy Time Technology Development Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

7.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

8. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

9. Further Assurance

The Parties agree to promptly execute such documents and take such further actions as reasonably necessary or desirable in connection with the implementation of various provisions and purpose of this Agreement.

10. Liabilities for Breach of Contract

10.1 If Party B or Party C materially violates any provision of this Agreement, Party A shall have the right to terminate this Agreement and/or claim damages against Party B or Party C; this Article 10 shall not prejudice any other rights of Party A hereunder.

10.2 Unless otherwise provided by laws, in no event shall Party B or Party C have the right to terminate or rescind this Agreement.

11 Miscellaneous

11.1 Amendment, Modification and Supplement

This Agreement may not be amended, modified or supplemented except by an agreement in writing signed by all the Parties.

11.2 Entire Contract

Unless as amended, supplemented or modified in writing after the execution of this Agreement, this Agreement shall constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior negotiations, statements and contracts, both oral and written, with respect to the subject matter hereof.

11.3 Headings

The headings in this Agreement are inserted for the convenience of reference only and shall not be used for the interpretation or construction of, or otherwise affect, the meanings of provisions hereof.

11.4 Language and Counterparts

This Agreement is written in the Chinese language in eleven (11) counterparts with each Party holding one (1) copy. They have the same legal effect.

11.5 Severability

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

11.6 Successor

This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors/heirs and permitted assignees.

11.7 Survival

11.7.1 Any obligations accrued or due hereunder prior to the expiration or early termination of this Agreement shall continue in force and effect after the expiration or early termination of this Agreement.

11.7.2 Articles 5, 7 and 8 and this Article 11.7 shall survive the termination of this Agreement.

11.8 Waiver

Any Party may waive the terms and conditions hereof, provided, however, that such waiver must be made in writing and signed by the Parties. No waiver by any Party under certain circumstance with respect to a breach by the other Parties shall operate as a waiver by such Party with respect to similar breach under other circumstances.

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EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on December 9, 2016 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**, a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province (the "Pledgee").

Party B: **Min Luo**, a PRC citizen, with his identity card number of 362527198302280018;
Tianjin Happy Share Asset Management L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at B1-4-1, Animation Building, 126 Dongman Middle Road, Tianjin Eco-City;
Shanghai Yunxin Venture Capital Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its registered address at Room 419, Building 13, 207 Mengzi Road, Huangpu District, Shanghai;
Beijing Kunlun Tech Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its registered address at 605E, Block B, 118 Zhichun Road, Haidian District, Beijing;
Phoenix Auspicious Internet Investment L.P., a limited partnership incorporated and existing under the laws of the PRC;
Tianjin Blue Run Xinhe Investment Center L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at 1-103-10, Chuangzhi Building, 482 Dongman Middle Road, Tianjin Eco-City;
Jiaxing Blue Run Quchuan Investment L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at Room 573-129, 5/F, Tower 2, Lianchuang Mansion, 883 Guangyi Road, Jiaxing City, Zhejiang Province;
Ningbo Yuanfeng Venture Capital L.P., a limited partnership incorporated and existing under the laws of the PRC, with its registered address at Room 621, Office Building 6, Business Center, Meishan Avenue, Beilun District;
Shenzhen Huasheng Qianhai Investment Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with its registered address at Room 201, Building A, 1 Qianwan First Road, Qianhai Shenzhen-Hong Kong Cooperation Zone, Shenzhen (registered by using the domicile of Shenzhen Qianhai Business Secretary Co., Ltd.).
(Tianjin Happy Share Asset Management L.P., Shanghai Yunxin Venture Capital Co., Ltd., Beijing Kunlun Tech Co., Ltd., Phoenix Auspicious Internet Investment L.P., Tianjin Blue Run Xinhe Investment Center L.P., Jiaxing Blue Run Quchuan Investment L.P., Ningbo Yuanfeng Venture Capital L.P. and Shenzhen Huasheng Qianhai Investment Co., Ltd. are referred to collectively as the "**Investor Shareholders**"; Min Luo and the Investor Shareholders are referred to collectively as the "**Pledgors**.")

Party C: **Beijing Happy Time Technology Development Co., Ltd.**, a limited liability company established and existing under the laws of the PRC, with its registered address at Entrance 1, 12/F, Building 1, 1 Danling Street, Haidian District, Beijing.

In this Agreement, the Pledgee, the Pledgors and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party C is a limited liability company registered in Beijing, the PRC. The Pledgors are shareholders of Party C, and the total amount of their capital contribution is RMB23,885,952.86. Party C acknowledges the respective rights and obligations of the Pledgors and the Pledgee hereunder and agrees to provide any necessary assistance to register the Pledge Right.

2. The Pledgee is a wholly foreign-owned enterprise registered in Beijing, the PRC. The Pledgee and Party C entered into the Exclusive Business Cooperation Agreement on December 9, 2016 (the "**Exclusive Business Cooperation Agreement**"), the Pledgee, the Pledgors and Party C entered into the Exclusive Call Option Agreement on December 9, 2016 (the "**Exclusive Call Option Agreement**"), and the Pledgors executed the Power of Attorney Agreements to authorize the Pledgee on December 9, 2016 (the "**Power of Attorney Agreements**"; together with the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement and this Agreement, the "**Control Agreements**").

3. To guarantee the collection by the Pledgee from Party C of all amounts due and payable by Party C, including, without limitation, consulting and service fees, and guarantee the performance by Party C and the Pledgors of other obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreements and this Contract, the Pledgors pledge all of their Equity Interest in Party C as security for the obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Contract, the Power of Attorney Agreements and this Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. <u>Definitions</u>

Unless otherwise provided by this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge Right**" means the security interest granted by the Pledgors to the Pledgee in accordance with Article 2 hereof, i.e. the right of the Pledgee to be repaid in priority out of the proceeds from the conversion, auction or sale of the Equity Interest.

1.2 "**Equity**" or "**Equity Interest**" means all equity interest in Party C lawfully held now and acquired hereafter by the Pledgors as set forth in Article 2.1 hereof.

1.3 "**Pledge Term**" means the term set forth in Article 3 hereof.

1.4 "**Contractual Obligations**" means all obligations of the Pledgors and Party C under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreements and this Contract (including, without limitation, the obligation to pay consulting and service fees to the Pledgee when they fall due and payable (whether on the specified due date, by early repayment or otherwise) in accordance with the Exclusive Business Cooperation Agreement).

1.5 "**Secured Indebtedness**" means all direct, indirect and consequential losses and loss of foreseeable profits suffered by the Pledgee due to any Event of Default of the Pledgors and/or Party C. The basis for the amounts of such losses includes, but is not limited to, reasonable business plans and profit forecasts of the Pledgee, and all costs incurred by the Pledgee in connection with its enforcement of the Contractual Obligations against the Pledgors and/or Party C.

1.6 "**Event of Default**" means any of the circumstances set forth in Article 7 hereof.

1.7 "**Notice of Default**" means the notice given by the Pledgee in accordance with this Agreement to declare an Event of Default.

2. Pledge Right

2.1 As security for the prompt and full performance of the Contractual Obligations and the repayment of the Secured Indebtedness by the Pledgors and Party C, the Pledgors hereby pledge their Equity Interest in Party C (including the registered capital of (amount of capital contribution to) Party C currently owned by the Pledgors and all Equity Interest relating thereto, and other registered capital of (amount of capital contribution to) Party C likely to be acquired by the Pledgors hereafter and all Equity Interest relating thereto) ("**Equity**" or "**Equity Interest**") to the Pledgee by means of first priority pledge. As of the date hereof, the Equity Interest used by Party B for pledge is 100% Equity Interest in Party C held by Party B, representing 100% of the registered capital of Party C, i.e. RMB23,885,952.86.

2.2 The Parties understand and agree that the monetary valuation arising from or relating to the Secured Indebtedness shall be a variable and floating valuation until the Settlement Date (as defined below).

2.3 If any of the following events (each an "**Event of Settlement**") occurs, the value of the Secured Indebtedness shall be determined based on the total amount of the Secured Indebtedness that are due, outstanding and payable to the Pledgee immediately prior to or on the date of occurrence of the Event of Settlement (the "**Determined Indebtedness**"):

(a) any other Control Agreement is terminated in accordance with its relevant provisions;

(b) the Event of Default set forth in Article 7 hereof occurs and fails to be resolved, as a result of which the Pledgee gives a Notice of Default to the relevant Pledgors in accordance with Article 7.3;

(c) upon due inquiry, the Pledgee reasonably determines that the Pledgors and/or Party C is insolvent or could potentially be made insolvent; or

(d) any other event that requires the determination of the Secured Indebtedness in accordance with relevant laws of the PRC.

2.4 For the avoidance of doubt, the date on which an Event of Settlement occurs shall be the settlement date (the "**Settlement Date**"). The Pledgee shall have the right, at its option, to realize the Pledge Right in accordance with Article 8 on or after the Settlement Date.

2.5 During the Pledge Term, the Pledgee shall have the right to receive dividends or bonuses with respect to the Equity Interest. The Pledgors may receive dividends or bonuses with respect to the Equity Interest only with the prior written consent of the Pledgee. After the deduction of individual income tax payable by the Pledgors, dividends or bonuses received by the Pledgors with respect to the Equity Interest shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

2.6 The Pledgors may increase the capital of Party C only with the prior written consent of the Pledgee. Any increase in the capital contributed by the Pledgors to the registered capital of Party C as a result of any capital increase shall also be deemed as the Equity Interest pledged hereunder.

2.7 If Party C is required to be dissolved or liquidated in accordance with the mandatory provisions of the laws of the PRC, after Party C completes dissolution or liquidation procedures in accordance with law, any interests distributed to the Pledgors by Party C in accordance with law shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

3. Pledge Term

3.1 The Pledge Right shall become effective as of the date on which it is registered with the administrative authority for industry and commerce (the "**Registration Authority**") in the locality of Party C, and the term of the Pledge Right (the "**Pledge Term**") shall terminate until the Contractual Obligations and the Secured Indebtedness, for which the Pledge Right provides security, have been fully performed or repaid. The Parties agree that after the execution of this Agreement, the Pledgors and Party A shall promptly submit an application for the creation and registration of Equity pledge to the Registration Authority in accordance with the *Measures for the Registration of Equity Pledge with the Administrative Authorities for Industry and Commerce*. The Parties further agree to complete all Equity pledge registration formalities and obtain the registration notice issued by the Registration Authority within fifteen (15) days from the date on which the Registration Authority formally accepts the application for registration of Equity pledge. The Parties jointly acknowledge that, for the purpose of completing Equity pledge registration formalities, the Parties shall submit this Agreement or an Equity pledge contract which is executed in the form requested by the administrative authority for industry and commerce in the locality of Party C and truly reflects the information regarding the Pledge Right hereunder (the "**Pledge Agreement for Industrial and Commercial Registration**") to the administrative authority for industry and commerce. This Agreement shall apply to the matters not mentioned in the Pledge Agreement for Industrial and Commercial Registration. The Pledgors and Party C shall submit all necessary documents and complete all necessary formalities in accordance with the laws and regulations of the PRC and various requirements of the competent administrative authority for industry and commerce to ensure the Pledge Right is registered as soon as practicable after the submission of application.

3.2 During the Pledge Term, if Party C fails to perform the Contractual Obligations or repay the Secured Indebtedness in accordance with provisions, the Pledgee shall have the right, but not the obligation, to dispose of the Pledge Right in accordance with this Agreement.

4. Custody of Equity Records subject to the Pledge Right

4.1 During the Pledge Term set forth herein, the Pledgors shall deliver the original investment certificate and the original shareholder register recording the Pledge Right (and other documents reasonably requested by the Pledgee, including, without limitation, the Pledge Right registration notice issued by the administrative authority for industry and commerce) to the Pledgee for custody within one week from the date on which the Pledge Right is registered and created. The Pledgee shall keep custody of such documents during the entire Pledge Term set forth herein.

5. Representations and Warranties of the Pledgors and Party C

The Pledgors represent and warrant to the Pledgee as follows:

5.1 The Pledgors are the sole legal and beneficial owners of the Equity Interest and shall have lawful, good and full ownership of the Equity Interest, unless subject to the agreements otherwise entered into by the Pledgors and the Pledgee.

5.2 The Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with this Agreement.

5.3 Except for the Pledge Right, the Pledgors have created no security interest or other encumbrance on the Equity Interest, there is no dispute with respect to the ownership of the Equity Interest, the Equity Interest is not subject to attachment or other legal proceedings, and no similar action is threatened. The Equity Interest may be used for pledge and transfer in accordance with applicable laws.

5.4 The Pledgors' execution of this Agreement and exercise of their rights hereunder or performance of their obligations hereunder will not violate any laws or regulations, any agreements or contracts to which the Pledgors are a party, or any covenants made by the Pledgors to any third party.

5.5 All documents, information, statements and certificates provided by the Pledgors to the Pledgee are accurate, true, complete and valid.

Party C represents and warrants to the Pledgee as follows:

5.6 Party C is a limited liability company registered, incorporated and lawfully existing under the laws of the PRC with independent legal person status; it has full and independent legal status and capacity to execute, deliver and perform this Agreement.

5.7 Upon due execution by Party C, this Agreement constitutes its legal, valid and binding obligations.

5.8 Party C has full internal right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated hereby, and has full right and authority to consummate the transactions contemplated hereby.

5.9 There is no material security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on the assets owned by Party C, which may affect the rights and interests of the Pledgee in the Equity Interest.

5.10 There are no pending or, to the knowledge of Party C, threatened litigation, arbitration or other legal proceedings before any court or arbitral tribunal with respect to the Equity Interest, Party C or its assets, nor are there pending or, to the knowledge of Party C, threatened administrative procedures or penalty before any governmental or administrative authority with respect to the Equity Interest, Party C or its assets, which will have material or adverse effect on the economic condition of Party C or the Pledgors' ability to perform their obligations and guarantee liability hereunder.

5.11 Party C hereby agrees to bear joint and several liability to the Pledgee for the representations and warranties made by the Pledgors hereunder.

5.12 Party C hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and be fully complied with under any circumstances at any time prior to full performance of the Contractual Obligations or full satisfaction of the Secured Indebtedness.

6. Covenants and Further Agreements of the Pledgors and Party C

The Pledgors covenant and further agree as follows:

6.1 During the validity term hereof, the Pledgors hereby covenant to the Pledgee that:

6.1.1 except for the performance of the Exclusive Call Option Agreement entered into by the Pledgors, the Pledgee and Party C on December 9, 2016, without the prior written consent of the Pledgee, the Pledgors shall not transfer, or agree to others' transfer of, all or any part of the Equity Interest, create or permit to be created any security interest or other encumbrance which may affect the rights and interests of the Pledgee in the Equity Interest;

6.1.2 the Pledgors shall comply with all laws and regulations applicable to the pledge of rights, show any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant authority) in connection with the Pledge Right to the Pledgee within 5 days after the receipt of the same, and observe such notice, order or recommendation or make objections and statements with respect to such matters as reasonably requested by the Pledgee or upon approval of the Pledgee;

6.1.3 the Pledgors shall promptly notify the Pledgee of any event or notice received by the Pledgors which may have effect on the Pledgee's rights in the Equity Interest or any part thereof, together with any event or notice received by the Pledgors which may have effect on any warranty and other obligations of the Pledgors arising out of this Agreement.

6.2 The Pledgors agree that the Pledge Right acquired by the Pledgee in accordance with this Agreement shall not be suspended or prejudiced by the Pledgors or any of their successors or representatives or any other person through legal proceedings.

6.3 To protect or perfect the security interest granted hereunder, the Pledgors hereby covenant to execute in good faith and cause other parties who have interest in the Pledge Right to execute all certificates, agreements, deeds and/or covenants requested by the Pledgee. The Pledgors also covenant to do and cause other parties who have interest in the Pledge Right to do acts requested by the Pledgee, facilitate the exercise by the Pledgee of the rights and authority granted to it by this Agreement, and enter into all relevant documents regarding the ownership of the Equity Interest with the Pledgee or its designees (natural persons/legal persons). The Pledgors covenant to provide the Pledgee with all notices, orders and decisions requested by the Pledgee in connection with the Pledge Right during a reasonable period.

6.4 The Pledgors hereby covenant to the Pledgee that they will comply with and perform all warranties, covenants, agreements, representations and conditions hereunder. In the event of failure to perform or partial performance of their warranties, covenants, agreements, representations and conditions, the Pledgors shall indemnify the Pledgee for all losses caused thereby.

6.5 If any compulsory measures are imposed on the Equity Interest pledged hereunder by court or other governmental authorities due to any reason, the Pledgors shall use all endeavors, including, without limitation, provision of other warranties to the court or adoption of other measures, to release such compulsory measures taken by court or other authorities with respect to the Equity Interest.

6.6 If any possible decrease in the value of the Equity Interest is enough to prejudice the rights of the Pledgee, the Pledgee may request the Pledgors to provide additional mortgage or security; if the Pledgors fail to provide the same, the Pledgee may auction or sell the Equity Interest at any time and use the proceeds from such auction or sale for early satisfaction of the Secured Indebtedness or deposit; any costs arising therefrom shall be fully borne by the Pledgors.

6.7 Without the prior written consent of the Pledgee, the Pledgors and/or Party C shall not (or assist others to) increase, decrease or transfer the registered capital of Party C (or amount of capital contribution to Party C) or create any encumbrance thereon (including the Equity Interest). Subject to the foregoing, the Equity Interest in Party C registered and acquired by the Pledgors after the date hereof shall be referred to as the "Additional Equity." Immediately after the Pledgors acquire the Additional Equity, the Pledgors and Party C shall enter into a supplementary Equity pledge agreement with the Pledgee with respect to the Additional Equity, cause the board of directors and the shareholders' meeting of Party C to approve such supplementary Equity pledge agreement and deliver to the Pledgee all documents required by the supplementary Equity pledge agreement, including, without limitation, (a) the original investment certificate issued by Party C in connection with the Additional Equity; and (b) a certified copy of the capital verification report on the Additional Equity issued by a certified public accountant of the PRC. The Pledgors and Party C shall create and register the pledge of the Additional Equity in accordance with Article 3.1 hereof.

6.8 Unless the Pledgee gives prior written instructions to the contrary, the Pledgors and/or Party C agrees that if all or any part of the shares are transferred (split or inherited) between the Pledgors and any third Party (the "**Share Transferee**") in violation of this Agreement, the Pledgors and/or Party C shall ensure that the Share Transferee shall unconditionally acknowledge the Pledge Right and complete necessary pledge change registration formalities (including, without limitation, execution of relevant documents) to procure the existence of the Pledge Right.

6.9 If the Pledgee provides any loan to Party C, the Pledgors and/or Party C agrees to pledge the Equity Interest to grant the Pledge Right to the Pledgee so as to provide security for such further loan and complete relevant formalities as soon as practicable in accordance with requirements of laws, regulations or local practices (if any), including, without limitation, execution of relevant documents and completion of relevant pledge creation (or change) registration formalities.

Party C covenants and further agrees as follows:

6.10 If the execution and performance of this Agreement and the Equity pledge hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing formalities with any governmental authority (if required by law), Party C will endeavor to assist in obtaining and keeping them fully valid during the validity term hereof.

6.11 Without the prior written consent of the Pledgee, Party C shall not assist or permit the Pledgors to create any new pledge or grant any other security interest on the Equity Interest, nor shall it assist or permit the Pledgors to transfer the Equity Interest.

6.12 Party C agrees that it and the Pledgors shall jointly and strictly comply with the obligations under Articles 6.7, 6.8 and 6.9 hereof.

6.13 Without the prior written consent of the Pledgee, Party C shall not transfer its assets, create or permit to be created any security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on its assets which may affect the rights and interests of the Pledgee in the Equity Interest.

6.14 If there is any lawsuit, arbitration or other claims likely to have adverse effect on Party C, the Equity Interest or the interests of the Pledgee under the Control Agreements, Party C warrants that it will notify the Pledgee in writing as soon as possible without delay and take all necessary measures as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest.

6.15 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of the Pledgee under the Control Agreements or the Equity Interest.

6.16 During the first month of each calendar quarter, Party C will provide the Pledgee with the financial statements of Party C for the preceding calendar quarter, including, without limitation, balance sheet, income statement and cash flow statement.

6.17 Party C warrants that it will take all necessary measures and execute all necessary documents as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest together with the exercise and realization by the Pledgee of such interests.

6.18 If the exercise of the Pledge Right hereunder results in the transfer of any Equity Interest, Party C warrants that it will take all measures to complete such transfer.

6.19 Party B shall ensure and cause the other shareholders of Party C to ensure that Party C will complete the operation term extension registration formalities within three (3) months prior to the expiration of its operation term so that the validity of this Agreement shall be maintained.

7. Events of Default

7.1 The following circumstances shall be deemed as Events of Default:

7.1.1 Party C fails to fully pay consulting and service fees payable under the Exclusive Business Cooperation Agreement or fails to repay loan or violates any obligations of Party C under the Control Agreements;

7.1.2 any representation or warranty made by the Pledgors in Article 5 hereof contains material misrepresentations or errors, and/or the Pledgors violate any warranty contained in Article 5 hereof;

7.1.3 the Pledgors and Party C fail to complete Equity pledge registration with the Registration Authority in accordance with Article 3.1;

7.1.4 the Pledgors and Party C violate any provision of this Agreement;

7.1.5 unless specified by Article 6.1.1, the Pledgors transfer or intend to transfer or waive the pledged Equity or convey the pledged Equity without the written consent of the Pledgee;

7.1.6 loans, warranties, damages, covenants or other debts and liabilities owed by the Pledgors to any third party (1) are required to be early repaid or performed due to breach by the Pledgors; or (2) have become due but cannot be repaid or performed on schedule;

7.1.7 any approval, license, permit or authorization of the governmental authority that makes this Agreement enforceable, legal and valid is revoked, suspended, invalid or materially changed;

7.1.8 the promulgation of applicable laws makes this Agreement illegal or the Pledgors unable to continue the performance of their obligations hereunder;

7.1.9 adverse change in the property owned by the Pledgors causes the Pledgee to determine that the ability of the Pledgors to perform their obligations hereunder has been affected;

7.1.10 the successor or trustee of Party C can only perform the payment liability in part or refuses to perform the payment liability under the Exclusive Business Cooperation Agreement; and

7.1.11 any other circumstance under which the Pledgee cannot or may be unable to exercise the Pledge Right, including, without limitation, the circumstances under which the Pledgors are dead or lose civil capacity.

7.2 Upon knowledge or discovery of any circumstance set forth in Article 7.1 or the occurrence of any event that may lead to such circumstance, the Pledgors shall promptly notify the Pledgee in writing accordingly.

7.3 Unless the Events of Default set forth in Article 7.1 have been successfully resolved to the satisfaction of the Pledgee within thirty (30) days after the date of notice from the Pledgee, the Pledgee may give a Notice of Default to the Pledgors when an Event of Default occurs or at any time after the occurrence of an Event of Default, requesting the Pledgors to promptly pay all outstanding amounts due and payable under the Control Agreements and all other amounts due and payable to the Pledgee and/or repay loan and/or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of the Pledge Right

8.1 Without the written consent of the Pledgee, the Pledgors shall not transfer their Equity Interest in Party C.

8.2 When the Pledgee exercises the Pledge Right, it may give a Notice of Default to the Pledgors.

8.3 Subject to the provisions of Article 7.3, the Pledgee may exercise the right to enforce the Pledge Right when it gives a Notice of Default or at any time after it gives a Notice of Default in accordance with Article 7.2. Once the Pledgee elects to enforce the Pledge Right, the Pledgors shall have no rights or interests in the Equity Interest.

8.4 In the event of default, to the extent permitted, and in accordance with applicable laws, the Pledgee shall have the right to dispose of the pledged Equity and exercise all of its remedies and rights for breach of contract in accordance with law, including, without limitation, the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity. After all proceeds received by the Pledgee from the exercise of the Pledge Right are used to satisfy the Secured Indebtedness, any remaining amount shall be paid to the Pledgors or the persons entitled to it (without any interest accrued thereon). The Pledgee shall not be liable for any loss caused by its reasonable exercise of its remedies and rights for breach of contract. The Pledgee shall have the right, at its option, to exercise any of its remedies for breach of contract simultaneously or successively. The Pledgee shall not be required to exercise other remedies for breach of contract before its exercise of the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity hereunder.

8.5 When the Pledgee disposes of the Pledge Right in accordance with this Agreement, the Pledgors and Party C shall provide necessary assistance so that the Pledgee can enforce the Pledge Right in accordance with this Agreement.

8.6 All out-of-pocket expenses, taxes and all legal costs relating to the creation of the Equity pledge and the realization of the Pledgee's rights hereunder shall be borne by the Pledgors, except for those borne by the Pledgee in accordance with laws. The Pledgee shall have the right to fully deduct reasonable costs incurred by it in connection with its exercise of any or all of its foregoing rights and powers from the proceeds obtained as a result of its exercise of such rights and powers.

8.7 The Parties acknowledge that the Investor Shareholders shall be liable only for their own breach of contract and shall bear no joint and several liability for breach by any other Party hereto.

9. Assignment

9.1 Without the prior written consent of the Pledgee, the Pledgors shall have no right to assign or delegate their rights and obligations hereunder.

9.2 This Agreement shall be binding upon the Pledgors and their successors and permitted assignees and shall be valid with respect to the Pledgee and each of its successors and assignees.

9.3 At any time, the Pledgee may assign any and all of its rights and obligations under the Exclusive Business Cooperation Agreement to its designees (natural persons/legal persons), in which case the assignees shall have the rights and obligations of the Pledgee hereunder, as if they were the original Parties hereto. When the Pledgee assigns its rights and obligations under the Exclusive Business Cooperation Agreement, upon request by the Pledgee, the Pledgors shall execute relevant agreements or other documents in connection with such assignment.

9.4 In the event of change of the Pledgee due to assignment, upon request by the Pledgee, the Pledgors shall enter into a new pledge contract with the new Pledgee on the same terms and conditions as those of this Agreement.

9.5 The Pledgors shall strictly comply with the provisions of this Agreement and other contracts jointly or severally executed by the Parties hereto or any of them, including the Exclusive Call Option Agreement and the Power of Attorney to authorize the Pledgee, perform the obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. The Pledgors shall not exercise any remaining rights in the Equity Interest pledged hereunder unless in accordance with the written instructions given by the Pledgee.

10. Termination

After the Exclusive Business Cooperation Agreement has been fully performed, the consulting and service fees thereunder have been fully paid and the obligations of Party C under the other Control Agreements have been terminated, this Agreement shall terminate and the Pledgee shall cancel or terminate this Agreement as soon as reasonably practicable.

Unless otherwise provided by laws, in no event shall the Pledgors or Party C have the right to terminate or rescind this Agreement.

11. Handling Fee and Other Expenses

All fees and out-of-pocket expenses relating to this Agreement, including, without limitation, attorneys' fee, costs of production, stamp duty and any other tax and fee, shall be borne by Party C. If the Pledgee is required to bear relevant taxes and fees by applicable laws, the Pledgors shall cause Party C to fully reimburse all taxes and fees already paid by the Pledgee.

12. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

13. Governing Law and Dispute Resolution

13.1 The execution, effectiveness, interpretation and performance of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC. Any matters not covered by officially promulgated and publicly available laws of the PRC shall be governed by international legal principles and practices.

13.2 Any dispute arising from the interpretation and performance of the provisions of this Agreement shall be resolved by the Parties through consultation in good faith. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

13.3 In the event of any dispute arising out of the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters in dispute, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder.

14. Notices

14.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

14.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

14.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 18510412085

Party B:

Beijing Kunlun Tech Co., Ltd.
Address: Block B, Mingyang International Center, 46 Xizongbu Hutong, Dongcheng District, Beijing
Attention: Xiaoling Qian
Telephone: 18701691083

Tianjin Happy Share Asset Management L.P.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 18510412085

Shanghai Yunxin Venture Capital Co., Ltd.
Address: Room 419, Building 13, 207 Mengzi Road, Huangpu District, Shanghai
Attention: Chao Zhu
Telephone: 0571-26888888

Phoenix Auspicious Internet Investment L.P.
Address: A703, Ping An International Finance Center, 1-3 Xinyuan South Road, Chaoyang District, Beijing
Attention: Qian Wang
Telephone: 86-1820-1273-165

Tianjin Blue Run Xinhe Investment Center L.P.
Address: 1-103-10, Chuangzhi Building, 482 Dongman Middle Road, Tianjin Eco-City
Attention: Tianyu Zhu
Telephone: 010-59695680

Jiaxing Blue Run Quchuan Investment L.P.
Address: Room 573-129, 5/F, Tower 2, Lianchuang Mansion, 883 Guangyi Road, Jiaxing City, Zhejiang Province
Attention: Tianyu Zhu
Telephone: 13466751763

Ningbo Yuanfeng Venture Capital L.P.
Address: 26/F, Poly International Plaza Tower 1, Zone 7, Wangjing East Park, Chaoyang District, Beijing
Attention: Xiaoyan Wang
Telephone: 13466751763

Shenzhen Huasheng Qianhai Investment Co., Ltd.
Address: Room 201, Building A, 1 Qianwan First Road, Qianhai Shenzhen-Hong Kong Cooperation Zone, Shenzhen
Attention: Xiaohui Liu
Telephone: 86-1867-6755-791

Party C:

Beijing Happy Time Technology Development Co., Ltd.
Address: 12/F, ZGC Internet Financial Centre, 1A Danling Street, Haidian District, Beijing
Attention: Min Luo
Telephone: 86-1381-1312-209

14.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

15. **Severability**

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

16. Appendix

The appendix hereto shall constitute an integral part of this Agreement.

17. Effectiveness

17.1 Any amendment, modification and supplement to this Agreement shall be made in writing and become effective after the Parties affix their signatures or seals and complete governmental registration procedures, if applicable.

17.2 This Agreement is made in eleven (11) counterparts. Each of the Pledgors, the Pledgee and Party C shall hold one (1) copy. One (1) copy shall be submitted to the Registration Authority. Each copy of this Agreement shall have the same effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal)

By: _____

Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: _____

Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Tianjin Happy Share Asset Management L.P. (Affix Company Seal)

By: _____

Name:

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Shanghai Yunxin Venture Capital Co., Ltd. (Affix Company Seal)

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Beijing Kunlun Tech Co., Ltd. (Affix Company Seal)

By: _____

Name: Yahui Zhou

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Phoenix Auspicious Internet Investment L.P. (Affix Company Seal)

By: _____

Name: Li Du

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Tianjin Blue Run Xinhe Investment Center L.P. (Affix Company Seal)

By: _____

Name: Tan Jui Kuang

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Jiaxing Blue Run Quchuan Investment L.P. (Affix Company Seal)

By: _____

Name: Tan Jui Kuang

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Ningbo Yuanfeng Venture Capital L.P. (Affix Company Seal)

By: _____

Name: Yi Cao

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Shenzhen Huasheng Qianhai Investment Co., Ltd. (Affix Company Seal)

By: _____

Name: Yingming Li

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Beijing Happy Time Technology Development Co., Ltd. (Affix Company Seal)

By: _____

Name: Min Luo

Appendix II: Power of Attorney Agreement

Appendix to Exclusive Call Option Agreement

Power Of Attorney Agreement

Date: December 9, 2016

We, **[ ]**, [ ] with its registered address at [ ], holds [ ]% of the entire registered capital ("**Our Equity Interest**") of **Beijing Happy Time Technology Development Co., Ltd.** (the "**Domestic Company**"). We hereby issue this Power of Attorney Agreement to specify the following matters concerning Our Equity Interest:

1. We irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as our sole agent and authorized representative to act on behalf of us with respect to all matters relating to Our Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to us under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of Our Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on behalf of us.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option contract on behalf of us to the extent that we are required to be a party thereto, and perform the terms of the equity pledge contract and the exclusive call option contract, dated even date herewith, to which we are a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, we irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of Our Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of Our Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon us and Our Equity Interest. For this purpose, we acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by us to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of Our Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as our agent to execute all such necessary documents on behalf of us, in which case such documents executed by the WFOE on behalf of us shall be legally binding upon us; (4) take all other steps necessary or advisable for the disposal of Our Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of Our Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of us.

5. As long as we are a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies us in writing to terminate this Power of Attorney Agreement in whole or in part, we shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney Agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon our successors and assignees, and we shall cause our successors or assignees, if applicable, to execute similar power of attorney Agreement.

7. We hereby waive, and shall not exercise, all rights granted to the WFOE relating to Our Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: [ ](Affix Company Seal)

By: _____

Name:

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

By: _____
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Tianjin Happy Share Asset Management L.P.
(Affix Company Seal)
(Seal)

By: /s/ Lianzhu Lv
Name:

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Shanghai Yunxin Venture Capital Co., Ltd.
(Affix Company Seal)
(Seal)

By: /s/ Chao Zhu
Name: Chao Zhu

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Beijing Kunlun Tech Co., Ltd.
(Affix Company Seal)
(Seal)

By: /s/ Yahui Zhou
Name: Yahui Zhou

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Phoenix Auspicious Internet Investment L.P.
(Affix Company Seal)
(Seal)

By: /s/ Li Du
Name: Li Du

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Jiaxing Blue Run Quchuan Investment L.P.
(Affix Company Seal)
(Seal)

By: /s/ Tan Jui Kuang
Name: Tan Jui Kuang

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Jiaxing Lanchi Quchuan Investment Partnership (L.P.)
(Affix Company Seal)
(Seal)

By: /s/ Tan Jui Kuang
Name: Tan Jui Kuang

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Ningbo Yuanfeng Venture Capital L.P.
(Affix Company Seal)
(Seal)

By: /s/ Yi Cao
Name: Yi Cao

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Shenzhen Huasheng Qianhai Investment Co., Ltd.
(Affix Company Seal)
(Seal)

By: /s/ Yingming Li
Name: Yingming Li

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Beijing Happy Time Technology Development Co., Ltd.
(Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.18

February 15, 2017

To: Beijing Happy Time Technology Development Co., Ltd. (the "VIE Entity")

To Whom It May Concern:

To ensure the cash flow requirements of the VIE entity's operations are met and/or to set off any loss accrued during such operations, the undersigned, Qudian Inc. (the "**Company**"**),** is obligated and hereby undertakes to provide unlimited financial support to the VIE Entity, to the extent permissible under the applicable PRC laws and regulations, whether or not any such operational loss is actually incurred. The form of financial support shall include, but not limited to, extension of cash, entrusted loans and borrowings. The Company will not request repayment of the loans or borrowings if the VIE Entity or its shareholders do not have sufficient funds or are unable to repay.

The undersigned agrees and acknowledges such undertaking shall be irrevocable and continuously valid from December 9, 2016 until the earlier of (1) the date on which all of the equity interests of the VIE Entity have been acquired directly or indirectly by the Company or its designated representative (individual or legal person); or (2) the date of unilateral termination by the Company, at its sole and absolution discretion, by giving thirty (30) days prior written notice to the VIE Entity of its intention to terminate this letter.

Please confirm receipt of this letter by returning a signed copy of this letter to the undersigned.

Qudian Inc.

/s/ Min Luo

Name:
Title: Authorized Signatory

Exhibit 10.19

[English Translation]

EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on May 1, 2017 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**, a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province (the **"Pledgee**").

Party B: **Min Luo**, a PRC citizen, with his identity card number of 362527198302280018;.
Lianzhu Lv, a PRC citizen, with his/her identity card number of 13090219841208187X.
(Min Luo and Lianzhu Lv are referred to collectively as the "**Pledgors**.")

Party C: **Ganzhou Qudian Technology Co., Ltd.**, a limited liability company established and existing under the laws of the PRC, with its registered address at 2/F, Building 25, Standard Workshop I, Ganzhou Technology Incubation Service Center, Intersection of Huangjin Avenue and Jinling Road, Ganzhou Economic and Technological Development Zone, Ganzhou City, Jiangxi Province.

In this Agreement, the Pledgee, the Pledgors and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party C is a limited liability company registered in Ganzhou, Jiangxi Province, the PRC. The Pledgors are shareholders of Party C, and the total amount of their capital contribution is RMB 10,000,000. Party C acknowledges the respective rights and obligations of the Pledgors and the Pledgee hereunder and agrees to provide any necessary assistance to register the Pledge Right.

2. The Pledgee is a wholly foreign-owned enterprise registered in Ganzhou, Jiangxi Province, the PRC. The Pledgee and Party C entered into the Exclusive Business Cooperation Agreement on May 1, 2017 (the "**Exclusive Business Cooperation Agreement**"), the Pledgee, the Pledgors and Party C entered into the Exclusive Call Option Agreement on May 1, 2017 (the "**Exclusive Call Option Agreement**"), and the Pledgors executed the Power of Attorney Agreement to authorize the Pledgee on May 1, 2017 (the "**Power of Attorney Agreement**"; together with the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement and this Agreement, the "**Control Agreements**").

3. To guarantee the collection by the Pledgee from Party C of all amounts due and payable by Party C, including, without limitation, consulting and service fees, and guarantee the performance by Party C and the Pledgors of other obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement, the Pledgors pledge all of their Equity Interest

4. in Party C as security for the obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Definitions

Unless otherwise provided by this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge Right**" means the security interest granted by the Pledgors to the Pledgee in accordance with Article 2 hereof, i.e. the right of the Pledgee to be repaid in priority out of the proceeds from the conversion, auction or sale of the Equity Interest.

1.2 "**Equity**" or "**Equity Interest**" means all equity interest in Party C lawfully held now and acquired hereafter by the Pledgors as set forth in Article 2.1 hereof.

1.3 "**Pledge Term**" means the term set forth in Article 3 hereof.

1.4 "**Contractual Obligations**" shall mean all obligations of the Pledgors and Party C under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement (including, without limitation, the obligation to pay consulting and service fees to the Pledgee when they fall due and payable (whether on the specified due date, by early repayment or otherwise) in accordance with the Exclusive Business Cooperation Agreement).

1.5 "**Secured Indebtedness**" shall mean all direct, indirect and consequential losses and loss of foreseeable profits suffered by the Pledgee due to any Event of Default of the Pledgors and/or Party C. The basis for the amounts of such losses includes, but is not limited to, reasonable business plans and profit forecasts of the Pledgee, and all costs incurred by the Pledgee in connection with its enforcement of the Contractual Obligations against the Pledgors and/or Party C.

1.6 "**Event of Default**" means any of the circumstances set forth in Article 7 hereof.

1.7 "**Notice of Default**" means the notice given by the Pledgee in accordance with this Agreement to declare an Event of Default.

2. Pledge Right

2.1 As security for the prompt and full performance of the Contractual Obligations and the repayment of the Secured Indebtedness by the Pledgors and Party C, the Pledgors hereby pledge their Equity Interest in Party C (including the registered capital of (amount of capital contribution to) Party C currently owned by the Pledgors and all Equity Interest relating thereto, and other registered capital of (amount of capital contribution to) Party C likely to be acquired by the Pledgors hereafter and all Equity Interest relating thereto) ("**Equity**" or "**Equity Interest**") to the Pledgee by means of first priority pledge. As of the date hereof, the Equity Interest used by Party B for pledge is 100% Equity Interest in Party C held by Party B, representing 100% of the registered capital of Party C, i.e. RMB 10,000,000.

2.2 The Parties understand and agree that the monetary valuation arising from or relating to the Secured Indebtedness shall be a variable and floating valuation until the Settlement Date (as defined below).

2.3 If any of the following events (each an "**Event of Settlement**") occurs, the value of the Secured Indebtedness shall be determined based on the total amount of the Secured Indebtedness that are due, outstanding and payable to the Pledgee immediately prior to or on the date of occurrence of the Event of Settlement (the "**Determined Indebtedness**"):

(a) any other Control Agreement is terminated in accordance with its relevant provisions;

(b) the Event of Default set forth in Article 7 hereof occurs and fails to be resolved, as a result of which the Pledgee gives a Notice of Default to the relevant Pledgors in accordance with Article 7.3;

(c) upon due inquiry, the Pledgee reasonably determines that the Pledgors and/or Party C is insolvent or could potentially be made insolvent; or

(d) any other event that requires the determination of the Secured Indebtedness in accordance with relevant laws of the PRC.

2.4 For the avoidance of doubt, the date on which an Event of Settlement occurs shall be the settlement date (the "**Settlement Date**"). The Pledgee shall have the right, at its option, to realize the Pledge Right in accordance with Article 8 on or after the Settlement Date.

2.5 During the Pledge Term, the Pledgee shall have the right to receive dividends or bonuses with respect to the Equity Interest. The Pledgors may receive dividends or bonuses with respect to the Equity Interest only with the prior written consent of the Pledgee. After the deduction of individual income tax payable by the Pledgors, dividends or bonuses received by the Pledgors with respect to the Equity Interest shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

2.6 The Pledgors may increase the capital of Party C only with the prior written consent of the Pledgee. Any increase in the capital contributed by the Pledgors to the registered capital of Party C as a result of any capital increase shall also be deemed as the Equity Interest pledged hereunder.

2.7 If Party C is required to be dissolved or liquidated in accordance with the mandatory provisions of the laws of the PRC, after Party C completes dissolution or liquidation procedures in accordance with law, any interests distributed to the Pledgors by Party C in accordance with law shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

3. Pledge Term

3.1 The Pledge Right shall become effective as of the date on which it is registered with the administrative authority for industry and commerce (the "**Registration Authority**") in the locality of Party C, and the term of the Pledge Right (the "**Pledge Term**") shall terminate until the Contractual Obligations and the Secured Indebtedness, for which the Pledge Right provides security, have been fully performed or repaid. The Parties agree that after the execution of this Agreement, the Pledgors and Party A shall promptly submit an application for the creation and registration of Equity pledge to the Registration Authority in accordance with the *Measures for the Registration of Equity Pledge with the Administrative Authorities for Industry and Commerce*. The Parties further agree to complete all Equity pledge registration formalities and obtain the registration notice issued by the Registration Authority within fifteen (15) days from the date on which the Registration Authority formally accepts the application for registration of Equity pledge. The Parties jointly acknowledge that, for the purpose of completing Equity pledge registration formalities, the Parties shall submit this Agreement or an Equity pledge contract which is executed in the form requested by the administrative authority for industry and commerce in the locality of Party C and truly reflects the information regarding the Pledge Right hereunder (the "**Pledge Agreement for Industrial and Commercial Registration**") to the administrative authority for industry and commerce. This Agreement shall apply to the matters not mentioned in the Pledge Agreement for Industrial and Commercial Registration. The Pledgors and Party C shall submit all necessary documents and complete all necessary formalities in accordance with the laws and regulations of the PRC and various requirements of the competent administrative authority for industry and commerce to ensure the Pledge Right is registered as soon as practicable after the submission of application.

3.2 During the Pledge Term, if Party C fails to perform the Contractual Obligations or repay the Secured Indebtedness in accordance with provisions, the Pledgee shall have the right, but not the obligation, to dispose of the Pledge Right in accordance with this Agreement.

4. Custody of Equity Records subject to the Pledge Right

4.1 During the Pledge Term set forth herein, the Pledgors shall deliver the original investment certificate and the original shareholder register recording the Pledge Right (and other documents reasonably requested by the Pledgee, including, without limitation, the Pledge Right registration notice issued by the administrative authority for industry and commerce) to the Pledgee for custody within one week from the date on which the Pledge Right is registered and created. The Pledgee shall keep custody of such documents during the entire Pledge Term set forth herein.

5. Representations and Warranties of the Pledgors and Party C

The Pledgors represent and warrant to the Pledgee as follows:

5.1 The Pledgors are the sole legal and beneficial owners of the Equity Interest and shall have lawful, good and full ownership of the Equity Interest, unless subject to the agreements otherwise entered into by the Pledgors and the Pledgee.

5.2 The Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with this Agreement.

5.3 Except for the Pledge Right, the Pledgors have created no security interest or other encumbrance on the Equity Interest, there is no dispute with respect to the ownership of the Equity Interest, the Equity Interest is not subject to attachment or other legal proceedings, and no similar action is threatened. The Equity Interest may be used for pledge and transfer in accordance with applicable laws.

5.4 The Pledgors' execution of this Agreement and exercise of their rights hereunder or performance of their obligations hereunder will not violate any laws or regulations, any agreements or contracts to which the Pledgors are a party, or any covenants made by the Pledgors to any third party.

5.5 All documents, information, statements and certificates provided by the Pledgors to the Pledgee are accurate, true, complete and valid.

Party C represents and warrants to the Pledgee as follows:

5.6 Party C is a limited liability company registered, incorporated and lawfully existing under the laws of the PRC with independent legal person status; it has full and independent legal status and capacity to execute, deliver and perform this Agreement.

5.7 Upon due execution by Party C, this Agreement constitutes its legal, valid and binding obligations.

5.8 Party C has full internal right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated hereby, and has full right and authority to consummate the transactions contemplated hereby.

5.9 There is no material security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on the assets owned by Party C, which may affect the rights and interests of the Pledgee in the Equity Interest.

5.10 There are no pending or, to the knowledge of Party C, threatened litigation, arbitration or other legal proceedings before any court or arbitral tribunal with respect to the Equity Interest, Party C or its assets, nor are there pending or, to the knowledge of Party C, threatened administrative procedures or penalty before any governmental or administrative authority with respect to the Equity Interest, Party C or its assets, which will have material or adverse effect on the economic condition of Party C or the Pledgors' ability to perform their obligations and guarantee liability hereunder.

5.11 Party C hereby agrees to bear joint and several liability to the Pledgee for the representations and warranties made by the Pledgors hereunder.

5.12 Party C hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and be fully complied with under any circumstances at any time prior to full performance of the Contractual Obligations or full satisfaction of the Secured Indebtedness.

6. Covenants and Further Agreements of the Pledgors and Party C

The Pledgors covenant and further agree as follows:

6.1 During the validity term hereof, the Pledgors hereby covenant to the Pledgee that:

6.1.1 except for the performance of the Exclusive Call Option Agreement entered into by the Pledgors, the Pledgee and Party C on May 1, 2017, without the prior written consent of the Pledgee, the Pledgors shall not transfer, or agree to others' transfer of, all or any part of the Equity Interest, create or permit to be created any security interest or other encumbrance which may affect the rights and interests of the Pledgee in the Equity Interest;

6.1.2 the Pledgors shall comply with all laws and regulations applicable to the pledge of rights, show any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant authority) in connection with the Pledge Right to the Pledgee within 5 days after the receipt of the same, and observe such notice, order or recommendation or make objections and statements with respect to such matters as reasonably requested by the Pledgee or upon approval of the Pledgee;

6.1.3 the Pledgors shall promptly notify the Pledgee of any event or notice received by the Pledgors which may have effect on the Pledgee's rights in the Equity Interest or any part thereof, together with any event or notice received by the Pledgors which may have effect on any warranty and other obligations of the Pledgors arising out of this Agreement.

6.2 The Pledgors agree that the Pledge Right acquired by the Pledgee in accordance with this Agreement shall not be suspended or prejudiced by the Pledgors or any of their successors or representatives or any other person through legal proceedings.

6.3 To protect or perfect the security interest granted hereunder, the Pledgors hereby covenant to execute in good faith and cause other parties who have interest in the Pledge Right to execute all certificates, agreements, deeds and/or covenants requested by the Pledgee. The Pledgors also covenant to do and cause other parties who have interest in the Pledge Right to do acts requested by the Pledgee, facilitate the exercise by the Pledgee of the rights and authority granted to it by this Agreement, and enter into all relevant documents regarding the ownership of the Equity Interest with the Pledgee or its designees (natural persons/legal persons). The Pledgors covenant to provide the Pledgee with all notices, orders and decisions requested by the Pledgee in connection with the Pledge Right during a reasonable period.

6.4 The Pledgors hereby covenant to the Pledgee that they will comply with and perform all warranties, covenants, agreements, representations and conditions hereunder. In the event of failure to perform or partial performance of their warranties, covenants, agreements, representations and conditions, the Pledgors shall indemnify the Pledgee for all losses caused thereby.

6.5 If any compulsory measures are imposed on the Equity Interest pledged hereunder by court or other governmental authorities due to any reason, the Pledgors shall use all endeavors, including, without limitation, provision of other warranties to the court or adoption of other measures, to release such compulsory measures taken by court or other authorities with respect to the Equity Interest.

6.6 If any possible decrease in the value of the Equity Interest is enough to prejudice the rights of the Pledgee, the Pledgee may request the Pledgors to provide additional mortgage or security; if the Pledgors fail to provide the same, the Pledgee may auction or sell the Equity Interest at any time and use the proceeds from such auction or sale for early satisfaction of the Secured Indebtedness or deposit; any costs arising therefrom shall be fully borne by the Pledgors.

6.7 Without the prior written consent of the Pledgee, the Pledgors and/or Party C shall not (or assist others to) increase, decrease or transfer the registered capital of Party C (or amount of capital contribution to Party C) or create any encumbrance thereon (including the Equity Interest). Subject to the foregoing, the Equity Interest in Party C registered and acquired by the Pledgors after the date hereof shall be referred to as the "Additional Equity." Immediately after the Pledgors acquire the Additional Equity, the Pledgors and Party C shall enter into a supplementary Equity pledge agreement with the Pledgee with respect to the Additional Equity, cause the board of directors and the shareholders' meeting of Party C to approve such supplementary Equity pledge agreement and deliver to the Pledgee all documents required by the supplementary Equity pledge agreement, including, without limitation, (a) the original investment certificate issued by Party C in connection with the Additional Equity; and (b) a certified copy of the capital verification report on the Additional Equity issued by a certified public accountant of the PRC. The Pledgors and Party C shall create and register the pledge of the Additional Equity in accordance with Article 3.1 hereof.

6.8 Unless the Pledgee gives prior written instructions to the contrary, the Pledgors and/or Party C agrees that if all or any part of the shares are transferred (split or inherited) between the Pledgors and any third Party (the "**Share Transferee**") in violation of this Agreement, the Pledgors and/or Party C shall ensure that the Share Transferee shall unconditionally acknowledge the Pledge Right and complete necessary pledge change registration formalities (including, without limitation, execution of relevant documents) to procure the existence of the Pledge Right.

6.9 If the Pledgee provides any loan to Party C, the Pledgors and/or Party C agrees to pledge the Equity Interest to grant the Pledge Right to the Pledgee so as to provide security for such further loan and complete relevant formalities as soon as practicable in accordance with requirements of laws, regulations or local practices (if any), including, without limitation, execution of relevant documents and completion of relevant pledge creation (or change) registration formalities.

Party C covenants and further agrees as follows:

6.10 If the execution and performance of this Agreement and the Equity pledge hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing formalities with any governmental authority (if required by law), Party C will endeavor to assist in obtaining and keeping them fully valid during the validity term hereof.

6.11 Without the prior written consent of the Pledgee, Party C shall not assist or permit the Pledgors to create any new pledge or grant any other security interest on the Equity Interest, nor shall it assist or permit the Pledgors to transfer the Equity Interest.

6.12 Party C agrees that it and the Pledgors shall jointly and strictly comply with the obligations under Articles 6.7, 6.8 and 6.9 hereof.

6.13 Without the prior written consent of the Pledgee, Party C shall not transfer its assets, create or permit to be created any security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on its assets which may affect the rights and interests of the Pledgee in the Equity Interest.

6.14 If there is any lawsuit, arbitration or other claims likely to have adverse effect on Party C, the Equity Interest or the interests of the Pledgee under the Control Agreements, Party C warrants that it will notify the Pledgee in writing as soon as possible without delay and take all necessary measures as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest.

6.15 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of the Pledgee under the Control Agreements or the Equity Interest.

6.16 During the first month of each calendar quarter, Party C will provide the Pledgee with the financial statements of Party C for the preceding calendar quarter, including, without limitation, balance sheet, income statement and cash flow statement.

6.17 Party C warrants that it will take all necessary measures and execute all necessary documents as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest together with the exercise and realization by the Pledgee of such interests.

6.18 If the exercise of the Pledge Right hereunder results in the transfer of any Equity Interest, Party C warrants that it will take all measures to complete such transfer.

6.19 Party B shall ensure and cause the other shareholders of Party C to ensure that Party C will complete the operation term extension registration formalities within three (3) months prior to the expiration of its operation term so that the validity of this Agreement shall be maintained.

7. Events of Default

7.1 The following circumstances shall be deemed as Events of Default:

7.1.1 Party C fails to fully pay consulting and service fees payable under the Exclusive Business Cooperation Agreement or fails to repay loan or violates any obligations of Party C under the Control Agreements;

7.1.2 any representation or warranty made by the Pledgors in Article 5 hereof contains material misrepresentations or errors, and/or the Pledgors violate any warranty contained in Article 5 hereof;

7.1.3 the Pledgors and Party C fail to complete Equity pledge registration with the Registration Authority in accordance with Article 3.1;

7.1.4 the Pledgors and Party C violate any provision of this Agreement;

7.1.5 unless specified by Article 6.1.1, the Pledgors transfer or intend to transfer or waive the pledged Equity or convey the pledged Equity without the written consent of the Pledgee;

7.1.6 loans, warranties, damages, covenants or other debts and liabilities owed by the Pledgors to any third party (1) are required to be early repaid or performed due to breach by the Pledgors; or (2) have become due but cannot be repaid or performed on schedule;

7.1.7 any approval, license, permit or authorization of the governmental authority that makes this Agreement enforceable, legal and valid is revoked, suspended, invalid or materially changed;

7.1.8 the promulgation of applicable laws makes this Agreement illegal or the Pledgors unable to continue the performance of their obligations hereunder;

7.1.9 adverse change in the property owned by the Pledgors causes the Pledgee to determine that the ability of the Pledgors to perform their obligations hereunder has been affected;

7.1.10 the successor or trustee of Party C can only perform the payment liability in part or refuses to perform the payment liability under the Exclusive Business Cooperation Agreement; and

7.1.11 any other circumstance under which the Pledgee cannot or may be unable to exercise the Pledge Right, including, without limitation, the circumstances under which the Pledgors are dead or lose civil capacity.

7.2 Upon knowledge or discovery of any circumstance set forth in Article 7.1 or the occurrence of any event that may lead to such circumstance, the Pledgors shall promptly notify the Pledgee in writing accordingly.

7.3 Unless the Events of Default set forth in Article 7.1 have been successfully resolved to the satisfaction of the Pledgee within thirty (30) days after the date of notice from the Pledgee, the Pledgee may give a Notice of Default to the Pledgors when an Event of Default occurs or at any time after the occurrence of an Event of Default, requesting the Pledgors to promptly pay all outstanding amounts due and payable under the Control Agreements and all other amounts due and payable to the Pledgee and/or repay loan and/or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of the Pledge Right

8.1 Without the written consent of the Pledgee, the Pledgors shall not transfer their Equity Interest in Party C.

8.2 When the Pledgee exercises the Pledge Right, it may give a Notice of Default to the Pledgors.

8.3 Subject to the provisions of Article 7.3, the Pledgee may exercise the right to enforce the Pledge Right when it gives a Notice of Default or at any time after it gives a Notice of Default in accordance with Article 7.2. Once the Pledgee elects to enforce the Pledge Right, the Pledgors shall have no rights or interests in the Equity Interest.

8.4 In the event of default, to the extent permitted, and in accordance with applicable laws, the Pledgee shall have the right to dispose of the pledged Equity and exercise all of its remedies and rights for breach of contract in accordance with law, including, without limitation, the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity. After all proceeds received by the Pledgee from the exercise of the Pledge Right are used to satisfy the Secured Indebtedness, any remaining amount shall be paid to the Pledgors or the persons entitled to it (without any interest accrued thereon). The Pledgee shall not be liable for any loss caused by its reasonable exercise of its remedies and rights for breach of contract. The Pledgee shall have the right, at its option, to exercise any of its remedies for breach of contract simultaneously or successively. The Pledgee shall not be required to exercise other remedies for breach of contract before its exercise of the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity hereunder.

8.5 When the Pledgee disposes of the Pledge Right in accordance with this Agreement, the Pledgors and Party C shall provide necessary assistance so that the Pledgee can enforce the Pledge Right in accordance with this Agreement.

8.6 All out-of-pocket expenses, taxes and all legal costs relating to the creation of the Equity pledge and the realization of the Pledgee's rights hereunder shall be borne by the Pledgors, except for those borne by the Pledgee in accordance with laws. The Pledgee shall have the right to fully deduct reasonable costs incurred by it in connection with its exercise of any or all of its foregoing rights and powers from the proceeds obtained as a result of its exercise of such rights and powers.

8.7 The Parties acknowledge that the Investor Shareholders shall be liable only for their own breach of contract and shall bear no joint and several liability for breach by any other Party hereto.

9. Assignment

9.1 Without the prior written consent of the Pledgee, the Pledgors shall have no right to assign or delegate their rights and obligations hereunder.

9.2 This Agreement shall be binding upon the Pledgors and their successors and permitted assignees and shall be valid with respect to the Pledgee and each of its successors and assignees.

9.3 At any time, the Pledgee may assign any and all of its rights and obligations under the Exclusive Business Cooperation Agreement to its designees (natural persons/legal persons), in which case the assignees shall have the rights and obligations of the Pledgee hereunder, as if they were the original Parties hereto. When the Pledgee assigns its rights and obligations under the Exclusive Business Cooperation Agreement, upon request by the Pledgee, the Pledgors shall execute relevant agreements or other documents in connection with such assignment.

9.4 In the event of change of the Pledgee due to assignment, upon request by the Pledgee, the Pledgors shall enter into a new pledge contract with the new Pledgee on the same terms and conditions as those of this Agreement.

9.5 The Pledgors shall strictly comply with the provisions of this Agreement and other contracts jointly or severally executed by the Parties hereto or any of them, including the Exclusive Call Option Agreement and the Power of Attorney Agreement Agreement to authorize the Pledgee, perform the obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. The Pledgors shall not exercise any remaining rights in the Equity Interest pledged hereunder unless in accordance with the written instructions given by the Pledgee.

10. Termination

After the Exclusive Business Cooperation Agreement has been fully performed, the consulting and service fees thereunder have been fully paid and the obligations of Party C under the other Control Agreements have been terminated, this Agreement shall terminate and the Pledgee shall cancel or terminate this Agreement as soon as reasonably practicable.

Unless otherwise provided by laws, in no event shall the Pledgors or Party C have the right to terminate or rescind this Agreement.

11. Handling Fee and Other Expenses

All fees and out-of-pocket expenses relating to this Agreement, including, without limitation, attorneys' fee, costs of production, stamp duty and any other tax and fee, shall be borne by Party C. If the Pledgee is required to bear relevant taxes and fees by applicable laws, the Pledgors shall cause Party C to fully reimburse all taxes and fees already paid by the Pledgee.

12. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

13. Governing Law and Dispute Resolution

13.1 The execution, effectiveness, interpretation and performance of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC. Any matters not covered by officially promulgated and publicly available laws of the PRC shall be governed by international legal principles and practices.

13.2 Any dispute arising from the interpretation and performance of the provisions of this Agreement shall be resolved by the Parties through consultation in good faith. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

13.3 In the event of any dispute arising out of the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters in dispute, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder.

14. Notices

14.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

14.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

14.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Min Luo
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Lianzhu Lv
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Lianzhu Lv
Telephone: 86-1581-1403-821

Party C:

Ganzhou Qudian Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

14.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

15. Severability

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

16. Appendix

The appendix hereto shall constitute an integral part of this Agreement.

17. Effectiveness

17.1 Any amendment, modification and supplement to this Agreement shall be made in writing and become effective after the Parties affix their signatures or seals and complete governmental registration procedures, if applicable.

17.2 This Agreement is made in five (5) counterparts. Each of the Pledgors, the Pledgee and Party C shall hold one (1) copy. One (1) copy shall be submitted to the Registration Authority. Each copy of this Agreement shall have the same effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Lianzhu Lv

By: /s/ Lianzhu Lv
Name: Lianzhu Lv

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Ganzhou Qudian Technology Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Appendix I

Shareholder Register
of
Ganzhou Qudian Technology Co., Ltd.

Name/ Designation of the Shareholder	Registered Address / Address	Subscribed Capital (RMB ten thousand)	Shareholding Percentage
Min Luo	43 East Tujia Road, South Gate of the Suburbs, Fenggang Town, Yihuang County, Fuzhou City, Jiangxi Province	990	99%
Lianzhu Lv	Unit 120, Block 2, Village Songjiatun, Xiaozhaozhuang Town, Xinhua District, Cangzhou City, Hebei Province	10	1%
Total		1000	100%

Exhibit 10.20

[English Translation]

Power of Attorney Agreement

Date: May 1, 2017

I, **Min Luo**, a citizen of the People's Republic of China (the "**PRC**"), with identity card number of 362527198302280018, holds 99% of the entire registered capital ("**My Equity Interest**") of **Ganzhou Qudian Technology Co., Ltd.** (the "**Domestic Company**"). I hereby issue this Power of Attorney Agreement to specify the following matters concerning My Equity Interest:

1. I irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as my sole agent and authorized representative to act on my behalf with respect to all matters relating to My Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to me under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of My Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on my behalf .

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer agreement set forth in the Exclusive Call Option Agreement on my behalf to the extent that I am required to be a party thereto, and perform the terms of the Equity Interest Pledge Agreement and the Exclusive Call Option Agreement, dated even date herewith, to which I am a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, I irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of My Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of My Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon me and My Equity Interest. For this purpose, I acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of My Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by me to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of My Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as my agent to execute all such necessary documents on my behalf in which case such documents executed by the WFOE on my behalf shall be legally binding upon me; (4) take all other steps necessary or advisable for the disposal of My Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of My Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of me.

5. As long as I am a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies me in writing to terminate this Power of Attorney Agreement in whole or in part, I shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon my successors and assignees, and I shall cause my successors or assignees, if applicable, to execute similar power of attorney agreement.

7. I hereby waive, and shall not exercise, all rights granted to the WFOE relating to My Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Min Luo

By: /s/ Min Luo
Name: Min Luo

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.21

[English Translation]

Power Of Attorney Agreement

Date: May 1, 2017

I, **Lianzhu Lv**, a citizen of the People's Republic of China (the "**PRC**"), with identity card number of 13090219841208187X, holds 1% of the entire registered capital ("**My Equity Interest**") of **Ganzhou Qudian Technology Co., Ltd.** (the "**Domestic Company**"). I hereby issue this Power of Attorney Agreement to specify the following matters concerning My Equity Interest:

1. I irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as my sole agent and authorized representative to act on my behalf with respect to all matters relating to My Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to me under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of My Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on my behalf .

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer agreement set forth in the Exclusive Call Option Agreement on my behalf to the extent that I am required to be a party thereto, and perform the terms of the Equity Interest Pledge Agreement and the Exclusive Call Option Agreement, dated even date herewith, to which I am a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, I irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of My Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of My Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon me and My Equity Interest. For this purpose, I acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of My Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by me to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of My Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as my agent to execute all such necessary documents on my behalf in which case such documents executed by the WFOE on my behalf shall be legally binding upon me; (4) take all other steps necessary or advisable for the disposal of My Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of My Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of me.

5. As long as I am a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies me in writing to terminate this Power of Attorney Agreement in whole or in part, I shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon my successors and assignees, and I shall cause my successors or assignees, if applicable, to execute similar power of attorney agreement.

7. I hereby waive, and shall not exercise, all rights granted to the WFOE relating to My Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Lianzhu Lv

By: /s/ Lianzhu Lv
Name: Lianzhu Lv

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.22

[English Translation]

EXCLUSIVE BUSINESS COOPERATION AGREEMENT

This Exclusive Business Cooperation Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on May 1, 2017 by and between:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**
Address: Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic and Technological Development Zone, Ganzhou City, Jiangxi Province

Party B: **Ganzhou Qudian Technology Co., Ltd.**
Address: 2/F, Building 25, Standard Workshop I, Ganzhou Technology Incubation Service Center, Intersection of Huangjin Avenue and Jinling Road, Ganzhou Economic and Technological Development Zone, Ganzhou City, Jiangxi Province.

Party A and Party B are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party A is a wholly foreign-owned company registered in China possessing necessary resources in computer software and hardware, network technology, communication technology, technology transfer, technology service and technology consulting;

2. Party B is a domestic limited liability company registered in China;

3. Party A agrees to utilize its human resource, technology and information advantages to exclusively provide Party B with technology service, technology consulting and other services relating to the production and development of computer software (as further detailed below) during the term hereof, and Party B agrees to accept such service from Party A or its designees in accordance with this Agreement.

NOW, THEREFORE, through mutual consultation, Party A and Party B agree as follows:

1. **Provision of Service By Party A**

1.1 In accordance with the terms and conditions of this Agreement, Party B hereby appoints Party A as the exclusive service provider of Party B during the term hereof to provide Party B with overall business support, technology service and consulting service, including all or part of services within the business scope of Party B as decided by Party A from time to time, including, without limitation, research and development and design of computer software and hardware, development of network technology and communication technology; technology transfer, technology consulting, technology service and technology training ("**Services**").

1.2 Party B agrees to accept consulting and the Services provided by Party A. Party B further agrees that it shall not accept any consulting and/or services from, or cooperate with, any third party in relation to the matters specified

1.3 hereunder during the term hereof, unless with the prior written consent of Party A. Party A may designate a third party (such designee may enter into certain agreements described in Article 1.3 hereof with Party B) to provide consulting and/or the Services to Party B hereunder.

1.4 Manner of Provision of Services

1.4.1 Party A and Party B agree that they may enter into other technology service agreements and consulting service agreements directly or through their respective affiliates during the term hereof to provide for the details, manner of provision, personnel and fees of specific technology service and consulting service.

1.4.2 In order to perform this Agreement, Party A and Party B agree that they may enter into an agreement for licensing intellectual property, including, without limitation, software, trademarks, patents and technical know-how, directly or through their respective affiliates during the term hereof to allow Party B's use of Party A's relevant intellectual property in accordance with Party B's business requirements.

1.4.3 In order to perform this Agreement, Party A and Party B agree that they may enter into an equipment or plant lease directly or through their respective affiliates during the term hereof to allow Party B's use of Party A's relevant equipment or plant in accordance with Party B's business requirements.

1.4.4 Party A may subcontract, at its own discretion, part of the Services for Party B hereunder to a third party.

1.4.5 Party B hereby grants Party A an irrevocable and exclusive call option whereby Party A may acquire, at its own discretion, from Party B all or any part of assets and business to the extent permitted by the laws and regulations of the PRC for the lowest possible price permitted by the laws of the PRC. In such case, the Parties may separately enter into an asset or business transfer agreement to provide for the terms and conditions of such asset transfer.

2. **Calculation and Payment of Service Fee, Financial Statements, Audit and Taxes**

2.1 The Parties agree that with respect to the Services provided by Party A, Party B shall pay to Party A service fee in an amount equivalent to 100% of its net income ("**Service Fee**"). The Service Fee shall be paid on a monthly basis. During the term hereof, Party A shall have the right to adjust such Service Fee at its sole discretion without the consent of Party B. Party B shall (a) submit to Party A its management accounts and operational information for each month specifying the net income of Party B for such month ("**Monthly Net Income**"); (b) pay to Party A 100% of its net income ("**Monthly Payment**") within 30 days from the last date of such month. Party A shall issue an invoice for technology service fee to Party B within seven (7) business days from its receipt of such management accounts and operational information. Party B shall pay the invoiced amount within seven (7) business days from its receipt of the invoice. All payments shall be credited to a bank account designated by Party A by remittance or other means acceptable to the Parties. The Parties agree that Party A may change such payment instructions by notice to Party B from time to time.

2.2 Party B shall, within 90 days from the end of each financial year, (a) submit to Party A its audited financial statements for such financial year which shall be audited and certified by an independent certified public accountant approved by Party A; (b) pay to Party A any deficiency in the total amount of the Monthly Payments paid by Party B to Party A for such financial year as indicated by the audited financial statements.

2.3 Party B shall prepare financial statements consistent with the requirements of Party A in accordance with laws and business practices.

2.4 Party B shall allow Party A and/or its designated auditor to audit Party B's relevant books and records and make copies of such part of books and records as is deemed necessary at the main premises of Party B upon a notice from Party A five (5) business days in advance, so as to verify the accuracy of the amount of income and statements of Party B.

2.5 Each of the Parties hereto shall bear any tax liabilites arising from its performance of this Agreement.

3. **Intellectual Property, Confidentiality and Non-competition**

3.1 Party A shall have exclusive and ownership rights and interests in and to all rights, titles, interests and intellectual property rights arising from or created in the performance of this Agreement, including, without limitation, copyrights, patent rights, patent applications, trademarks, software, technical know-how, trade secrets or otherwise, whether developed by Party A or by Party B.

3.2 The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

3.3 Party B shall not, directly or indirectly, engage in any business other than those permitted by its business license and operating permit or any business competitive with those of Party A within the PRC, including investing in any entity engaging in any business competitive with those of Party A, nor shall it engage in any business other than those consented to by Party A in writing.

3.4 The Parties agree that this article shall continue in effect regardless of whether this Agreement is modified, rescinded or terminated or not.

4. **Representations and Warranties**

4.1 Party A represents and warrants that:

4.1.1 It is a company duly registered and validly existing under the laws of the PRC.

4.1.2 It enters and performs this Agreement within the scope of its legal personality and business operations; it has taken requisite corporate actions and been granted appropriate authorization and obtained the consents and approvals of third parties and governmental authorities, and will not violate laws or other restrictions binding upon or affecting it.

4.1.3 This Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms.

4.2 Party B represents and warrants that:

4.2.1 Each entity of Party B is a company duly registered and validly existing under the laws of the PRC.

4.2.2 Each entity of Party B enters and performs this Agreement within the scope of its legal personality and business operations; each of them has taken requisite corporate actions and been granted appropriate authorization and obtained the consents and approvals of third parties and governmental authorities, and will not violate laws or other restrictions binding upon or affecting it.

4.2.3 This Agreement constitutes their respective legal, valid and binding obligations, enforceable against them in accordance with its terms.

5. **Effectiveness and Term**

5.1 This Agreement has been entered into as of the date first written above and shall come into force as from such date. This Agreement shall be perpetually valid unless early terminated upon written decision of Party A in accordance with this Agreement or otherwise required in the laws of the PRC.

6. **Termination**

6.1 If any Party's term of operation expires within the term hereof, such Party shall promptly extend its term of operation to the greatest extent permitted by the laws of the PRC in order for this Agreement to continue to be valid and performed. If a Party's application for extension of term of operation is not approved or consented to by any competent authority, this Agreement shall terminate on the date when such Party's term of operation expires.

6.2 The rights and obligations of the Parties under Articles 3, 7 and 8 shall survive the termination of this Agreement.

6.3 Any early termination of this Agreement for any reason shall not release any Party from any obligations hereunder to make payment due prior to such termination, including, without limitation, the Service Fee, or any liability for breach of contract arising prior to such termination. Any payable Service Fee incurred prior to the termination of this Agreement shall be paid to Party A within fifteen (15) business days from such termination.

7. **Governing Law, Dispute Resolution and Change of Laws**

7.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and resolution of disputes arising hereunder shall be governed by the laws of the PRC.

7.2 Any dispute arising from the interpretation and performance of this Agreement shall be resolved by the Parties through good-faith consultation. If the Parties fail to agree upon the resolution of a dispute within 30 days from the date of any Party's request for the resolution of such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

7.3 If any dispute arises from the interpretation and performance of this Agreement or any dispute is under arbitration, the Parties shall continue to exercise their respective rights and perform their respective obligations under this Agreement save for the disputed matters.

8. **Liability for Breach of Contract and Indemnification**

8.1 If Party B materially breaches any covenant hereunder, Party A shall have the right to terminate this Agreement and/or seek damages from Party B; this Article 8.1 shall not preclude any other rights of Party A hereunder.

8.2 Party B shall in no event have the right to terminate or rescind this Agreement unless otherwise provided for in the laws of the PRC.

8.3 Party B shall indemnify and hold harmless Party A from and against any losses, damages, liabilities or costs incurred due to any litigations, claims or other demands against Party A arising or resulting from its provision of consulting and the Services upon the request of Party B, unless incurred due to any willful misconduct of Party A.

9. **Notices**

9.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

9.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

9.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Ganzhou Qudian Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

9.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Party in accordance with this article.

10. **Assignment**

10.1 Party B shall not assign its rights and obligations hereunder to any third party without the prior written consent of Party A.

10.2 Party B agrees that Party A may assign its rights and obligations hereunder to any third party by prior written notice to Party B and without obtaining the consent of Party B.

11. **Severability**

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by law and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

12. **Amendment and Supplement**

Any amendment and supplement to this Agreement shall be in writing. Any amendment agreement and supplementary agreement entered into by the Parties relating to this Agreement shall be an integral part of this Agreement and shall have the same force and effect as this Agreement.

13. **Language and Counterparts**

This Agreement is executed in two counterparts, with each Party holding one counterpart, all of which shall have equal legal force.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first written above.

Party B: Ganzhou Qudian Technology Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.23

[English Translation]

EXCLUSIVE CALL OPTION AGREEMENT

This Exclusive Call Option Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on May 1, 2017 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**, a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province.

Party B: **Min Luo**, a PRC citizen, with his identity card number of 362527198302280018;**Lianzhu Lv**, a PRC citizen, with his identity card number of 13090219841208187X.

Party C: **Ganzhou Qudian Technology Co., Ltd.**, a limited liability company established and existing under the laws of the PRC, with its registered address at 2/F, Building 25, Standard Workshop I, Ganzhou Technology Incubation Service Center, Intersection of Huangjin Avenue and Jinling Road, Ganzhou Economic and Technological Development Zone, Ganzhou City, Jiangxi Province.

In this Agreement, Party A, Party B and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. The Persons of Party B are all the currently registered shareholders of Party C and hold 100% equity interest in Party C in the aggregate;

2. Subject to the laws of the PRC, Party B intends to transfer to Party A and/or any other entity or individual designated by it, and Party A intends to accept such transfer of, all the equity interest in Party C held by Party B;

3. Subject to the laws of the PRC, Party C intends to transfer to Party A and/or any other entity or individual designated by it, and Party A intends to accept such transfer of, the assets owned by Party C;

4. In order to consummate the aforesaid equity or asset transfer, Party B and Party C agree to grant, on an exclusive basis, respectively to Party A irrevocable Equity Call Option (as defined below) and Asset Purchase Option (as defined below), Party C agrees that Party B grants the Equity Call Option to Party A in accordance with this Agreement, and Party B agrees that Party C grants the Asset Purchase Option to Party A in accordance with this Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Equity Call Option and Asset Purchase Option

1.1 Grant of Options

Party B hereby irrevocably grants to Party A an irrevocable and exclusive option to purchase, or cause one or more designated Persons (each, a "**Designee**", subject to approval by the board of directors of Party A) to purchase, all or any part of equity interest in Party C held by any Person of Party B now or hereafter from such Person at any time, one or more times, at the price set forth in Article 1.3 hereof according to the steps for exercise as determined by Party A in its sole discretion (the "**Equity Call Option**"). No third Person other than Party A and the Designees shall have the right to purchase equity interest in Party C held by Party B or other rights related to equity interest in Party C held by Party B. Party C hereby agrees that Party B grants the Equity Call Option to Party A in accordance with this Agreement. "**Person**" referred to in this article and this Agreement means individual, company, joint venture, partnership, enterprise, trust or unincorporated organization.

Party C hereby irrevocably grants to Party A an irrevocable and exclusive option to purchase, or cause the Designee(s) to purchase, all or any part of assets owned by Party C now or hereafter from Party C at any time, one or more times, at the price set forth in Article 1.3 hereof according to the steps for exercise as determined by Party A in its sole discretion (the "**Asset Purchase Option**"). No third Person other than Party A and the Designees shall have the right to purchase assets of Party C or other rights related to assets of Party C. Party B hereby agrees that Party C grants the Asset Purchase Option to Party A in accordance with this Agreement.

Party A agrees to accept the aforesaid Equity Call Option and the Asset Purchase Option. For the avoidance of doubt, Party A may exercise any rights hereunder, including the Equity Call Option and/or the Asset Purchase Option, at any time after the execution and effectiveness of this Agreement. To the fullest extent permitted by the laws of the PRC, Party A shall have the right to exercise the rights hereunder, including the Equity Call Option and/or the Asset Purchase Option, against Party B or its successor or successor entity and Party C and its successor entity in accordance with the terms of this Agreement.

1.2 Steps for Exercise

1.2.1 Subject to the terms and conditions of this Agreement, to the extent permitted by the laws of the PRC, Party A shall determine the timing, method and times of its exercise of the Equity Call Option and the Asset Purchase Option in its absolute and sole discretion and shall have the right to request at any time Party B to transfer all or any part of its equity interest in Party C, or Party C to transfer all or any part of its assets, to it or the Designee(s).

1.2.2 With respect to the Equity Call Option, Party A shall have the right to determine in its sole discretion the amount of equity interest to be transferred by each Person of Party B to Party A and/or the Designee(s) in each exercise, and Party B shall transfer such amount of the Purchased Equity (as defined below) as requested by Party A to Party A and/or the Designee(s). Party A and/or the Designee(s) shall pay the transfer price to the transferring Person of Party B for the Purchased Equity acquired in each exercise.

1.2.3 With respect to the Asset Purchase Option, Party A shall have the right to determine the specific assets of Party C to be transferred by Party C to Party A and/or the Designee(s) in each exercise, and Party C shall transfer the Purchased Assets (as defined below) as requested by Party A to Party A and/or the Designee(s). Party A and/or the Designee(s) shall pay the transfer price to Party C for the Purchased Assets acquired in each exercise.

1.2.4 When Party A exercises the Equity Call Option or the Asset Purchase Option, it shall give a written notice (the "**Equity Purchase Notice**" or the "**Asset Purchase Notice**") to Party B, specifying (a) decision made by Party A or the Designee(s) on exercise of the Equity Call Option/the Asset Purchase Option; (b) the percentage of equity interest proposed to be purchased by Party A or the Designee(s) from Party B (the "**Purchased Equity**"), or the specific assets proposed to be purchased from Party C (the "**Purchased Assets**"); and (c) the purchase date/transfer date of the purchased equity or assets. After the receipt of such notice, Party B or Party C shall, pursuant to such notice, promptly transfer the Purchased Equity or the Purchased Assets to Party A and/or the Designee(s) in such way as described in this Agreement.

1.3 Transfer Price

1.3.1 With respect to the Equity Call Option hereunder, the transfer price corresponding to the Purchased Equity in each exercise by Party A shall be the lowest price permitted by the laws of the PRC applicable at the time of exercise; with respect to the Asset Purchase Option hereunder, the transfer price corresponding to the Purchased Assets in each exercise by Party A shall be the net book value of the Purchased Assets; if the lowest price permitted by the then applicable laws of the PRC is higher than the net book value of the Purchased Assets, the transfer price shall be the lowest price permitted by the laws of the PRC.

1.3.2 The Parties hereby agree that, after Party A exercises the Equity Call Option and/or the Asset Purchase Option, Party B and/or Party C shall pay all the transfer price collected thereby to Party A or another party designated by it without compensation.

1.4 Transfer of the Purchased Equity/the Purchased Assets

When Party A exercises the Equity Call Option and/or the Asset Purchase Option each time,

1.4.1 Party C shall, and Party B shall cause Party C to, promptly hold a shareholders' meeting, at which a resolution shall be adopted on the approval of the transfer of the Purchased Equity by Party B, or the transfer of the Purchased Assets by Party C, to Party A and/or the Designee(s);

1.4.2 each Person of Party B shall obtain consent from its respective shareholders' meeting, board of directors or other internal decision-making bodies having similar functions in connection with its transfer of the Purchased Equity to Party A and/or the Designee(s);

1.4.3 with respect to the transfer of the Purchased Equity to Party A and/or the Designee(s), Party B shall obtain a written statement from the other shareholders of Party C, in which they approve such transfer and waive the right of first refusal; meantime, when Party A exercises the Equity Call Option to purchase equity interest in Party C held by several Persons of Party B, the other Persons of Party B shall issue a written statement, in which they approve such transfer and waive the right of first refusal;

1.4.4 Party B shall enter into an equity transfer contract for each equity transfer with Party A and/or the Designee(s) (as applicable) in accordance with this Agreement and the Equity Purchase Notice, in the form and substance satisfactory to Party A; Party C shall enter into an asset transfer Agreement for each asset transfer with Party A and/or the Designee(s) (as applicable) in accordance with this Agreement and the Asset Purchase Notice, in the form and substance satisfactory to Party A;

1.4.5 the relevant Parties shall execute all other necessary contracts, agreements or documents (including, without limitation, amendment to the articles of association), obtain all necessary governmental licenses and permits (including, without limitation, business license) and take all necessary actions to transfer the valid title to the Purchased Equity and/or the Purchased Assets to Party A and/or the Designee(s), free and clear of any Security Interest, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Purchased Equity and/or the Purchased Assets, if applicable. For the purpose of this article and this Agreement, "**Security Interest**" includes security, mortgage, third party rights or interests, any call option, right to acquire, right of first refusal, right of set-off, ownership detainment or other security arrangements, for the sake of clarity, excluding any Security Interest created under this Agreement, the Equity Interest Pledge Agreement of Party B and the Power of Attorney Agreement of Party B. The "**Equity Interest Pledge Agreement of Party B**" referred to in this article and this Agreement means the Equity Interest Pledge Agreement entered into by Party A, Party B and Party C on the date hereof (in the form and substance set forth in Appendix I hereto), as amended, modified or restated; the "**Power of Attorney Agreement of Party B**" referred to in this article and this Agreement means the Power of Attorney Agreement executed by Party B to authorize Party A on the date hereof (in the form and substance set forth in Appendix II hereto), as amended, modified or restated.

2. Covenants

2.1 Covenants Concerning Party C

Party B (as the shareholders of Party C) and Party C hereby covenant that:

2.1.1 without the prior written consent of Party A, they shall not supplement, modify or amend the articles of association or bylaws of Party C in any form, increase or decrease its registered capital or otherwise change its registered capital structure;

2.1.2 they shall maintain the corporate existence of Party C according to good financial and business standards and practices, conduct its business and transact its affairs prudently and effectively and cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement executed by it on the date hereof;

2.1.3 without the prior written consent of Party A, they shall not sell, transfer, mortgage or otherwise dispose of lawful or beneficial interest in any assets, business or income of Party C or permit the encumbrance thereon of any Security Interest at any time from the date hereof;

2.1.4 after the statutory liquidation described in Article 3.6, Party B will fully pay Party A any remaining residual value collected on the basis of non-bidirectional payment or procure such payment; if such payment is prohibited by the laws of the PRC, Party B will pay such income to Party A or the party designated by Party A to the extent permitted by the laws of the PRC;

2.1.5 without the prior written consent of Party A, they shall not incur, inherit, guarantee or permit the existence of any debts, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to and approved by Party A in writing;

2.1.6 they shall always conduct all the business of Party C in the ordinary course of business to maintain the asset value of Party C and refrain from any act/omission that may affect the operation status and asset value of Party C;

2.1.7 without the prior written consent of Party A, they shall not cause Party C to enter into any material contract, except for the contracts entered into in the ordinary course of business (for the purpose of this paragraph, a contract shall be deemed as a material contract if its value exceeds RMB100,000);

2.1.8 without the prior written consent of Party A, they shall not cause Party C to provide any Person with loan or credit or any form of security;

2.1.9 upon request by Party A, they shall provide Party A with all information regarding the operation and financial status of Party C;

2.1.10 if requested by Party A, they shall procure and maintain insurance on assets and business of Party C, the amounts and types of which shall be consistent with those of the companies operating similar business, with an insurer acceptable to Party A;

2.1.11 without the prior written consent of Party A, they shall not cause or allow Party C to merge or consolidate with any Person or acquire or invest in any Person, or cause or allow Party C to sell its assets with value of more than RMB100,000;

2.1.12 they shall promptly notify Party A of any litigation, arbitration or administrative proceeding initiated or threatened in relation to the assets, business or income of Party C;

2.1.13 to retain Party C's title to all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or make necessary and appropriate defenses against all claims;

2.1.14 without the prior written consent of Party A, they shall ensure that Party C shall not distribute dividends to its shareholders in any form; provided, however, that Party C shall promptly distribute all distributable profits to its shareholders upon written request by Party A;

2.1.15 upon request by Party A, they shall appoint any Person designated by Party A as the director of Party C and/or remove the incumbent director of Party C; and

2.1.16 without the written consent of Party A, Party C shall not be dissolved or liquidated, unless mandatorily required by the laws of the PRC.

2.2 Acknowledgements and Covenants of Party B

Party B hereby acknowledges that:

2.2.1 to the fullest extent permitted by the laws of the PRC, any equity interest in Party C held by Party B now or hereafter shall not belong to community property of Party B (in the event that Party B is a natural Person) or hereditament and shall not be divided or inherited, nor shall Party B use its equity interest in Party C to assume debt repayment liability or security liability. If, due to any reason, such equity interest is divided, transferred or inherited, successor(s) or transferee(s) shall execute all documents requested by Party A (including, without limitation, this Agreement, the Equity Interest Pledge Agreement of Party B and the Power of Attorney Agreement of Party B).

Party B hereby covenants that:

2.2.2 without the prior written consent of Party A, it shall not sell, transfer, mortgage or otherwise dispose of any lawful or beneficial interest in its equity interest in Party C or permit the encumbrance thereon of any Security Interest, other than the pledge created on such equity interest in accordance with the Equity Interest Pledge Agreement of Party B;

2.2.3 it shall not request Party C to distribute dividends or make other forms of profit distribution in connection with its equity interest in Party C, propose a resolution thereon to the shareholders' meeting or vote in favor of such resolution at the shareholders' meeting. In any event, if Party B receives any proceeds, profit distribution or dividends from Party C, to the extent permitted by the laws of the PRC, Party B shall promptly pay or transfer such proceeds, profit distribution or dividends to Party A or the party designated by Party A for the benefit of Party C as the service fee payable by Party C to Party A under the Exclusive Business Cooperation Agreement;

2.2.4 it shall cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or other disposal of any lawful or beneficial interest in its equity interest in Party C or permit the encumbrance thereon of any Security Interest without the prior written consent of Party A, other than the pledge created on such equity interest in accordance with the Equity Interest Pledge Agreement of Party B;

2.2.5 it shall cause the shareholders' meeting or the board of directors of Party C not to approve merger or consolidation with any Person or acquisition of or investment in any Person without the prior written consent of Party A;

2.2.6 it shall promptly notify Party A of any litigation, arbitration or administrative proceeding initiated or threatened in relation to its equity interest in Party C;

2.2.7 it shall cause the shareholders' meeting or the board of directors of Party C to approve the transfer of the Purchased Equity hereunder and take any and all other actions that Party A may request;

2.2.8 to retain its ownership of its equity interest in Party C, it shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or make necessary and appropriate defenses against all claims;

2.2.9 upon request by Party A, it shall appoint any Person designated by Party A as the director of Party C;

2.2.10 upon request by Party A at any time, it shall promptly and unconditionally transfer its equity interest in Party C to the Designee(s) of Party A based on the Equity Call Option hereunder, and Party B hereby waives the right of first refusal, if any, with respect to the equity transfer by another existing shareholder of Party C; and

2.2.11 it shall strictly comply with this Agreement and other contracts entered into by Party B, Party C and Party A jointly or severally, perform its obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. If Party B has any remaining rights with respect to the equity interest under this Agreement or the Equity Interest Pledge Agreement among the Parties hereto or the Power of Attorney Agreement granted in favor of Party A, Party B shall not exercise such rights, unless according to the written instructions given by Party A.

2.3 Covenants of Party C

Party C hereby covenants that:

2.3.1 if the execution and performance of this Agreement and the grant of the Equity Call Option or the Asset Purchase Option hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing procedures with any governmental authority (if required in accordance with law), Party C will use its best efforts to assist the satisfaction of such conditions;

2.3.2 without the prior written consent of Party A, Party C will not assist or permit Party B to transfer or otherwise dispose of, or create any Security Interest or other third party rights on, any equity interest in Party C held by Party B;

2.3.3 without the prior written consent of Party A, Party C will not transfer or otherwise dispose of any material assets of Party C, or create any Security Interest or other third party rights on any assets of Party C;

2.3.4 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of Party A hereunder; and

2.3.5 Party C covenants that upon issuance of the Asset Purchase Notice by Party A for the exercise of the Asset Purchase Option: Party C shall immediately cause Party B to hold a shareholders' meeting and adopt a resolution of the shareholders' meeting and take all other necessary actions to approve the transfer by Party C of the Purchased Assets to Party A and/or the Designee(s) at the transfer price set forth herein; it shall immediately execute an asset transfer agreement with Party A and/or the Designee(s) to transfer all the Purchased Assets to Party A and/or the Designee(s) at the transfer price set forth herein, and shall cause all shareholders of Party C to provide necessary supports to Party A in accordance with requirements of Party A, laws and regulations (including provision and execution of all relevant legal documents, completion of all governmental approval and registration formalities and assumption of all relevant obligations), such that Party A and/or the Designee(s) shall obtain the ownership of the Purchased Assets, free and clear of any legal defects and any Security Interest, third party rights or any other restrictions.

3. Representations and Warranties

3.1 Each Person of Party B hereby severally but not jointly represents and warrants that, as of the date hereof and each transfer date of the Purchased Equity:

3.1.1 with respect to a natural Person, he is a PRC citizen with full capacity to act, has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party. With respect to a Person other than a natural Person, it is a legal entity validly established and lawfully existing under the laws of the PRC, has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.1.2 he or it has full power and authority to execute, deliver and perform this Agreement and all other documents to be executed by him or it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.1.3 this Agreement has been lawfully and duly executed and delivered by him or it. This Agreement constitutes his or its legal and binding obligations enforceable against him or it in accordance with the terms hereof.

3.1.4 he or it is the registered shareholder of the Purchased Equity; other than the pledge right created under the Equity Interest Pledge Agreement of Party B and the proxy rights created under the Power of Attorney Agreement of Party B, the Purchased Equity held by him or it is free and clear of any lien, pledge right, claim right and other Security Interest and third party rights. In accordance with this Agreement, Party A and/or the Designee(s) may, upon exercise of option, obtain good title to the Purchased Equity, free and clear of any lien, pledge right, claim right and other Security Interest or third party rights.

3.2 Party C hereby represents and warrants as follows:

3.2.1 It is a limited liability company duly registered and lawfully existing under the laws of the PRC with independent legal person status. It has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.2.2 It has full internal power and authority to execute, deliver and perform this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.2.3 This Agreement has been lawfully and duly executed and delivered by it. This Agreement constitutes its legal and binding obligations.

3.2.4 The assets of Party C are free and clear of any lien, mortgage right, claim right and other Security Interest and third party rights. In accordance with this Agreement, Party A and/or the Designee(s) may, upon exercise of option, obtain good title to the assets of Party C, free and clear of any lien, mortgage right, claim right and other Security Interest or third party rights.

3.3 Party A represents and warrants as follows:

3.3.1 It is a wholly foreign-owned enterprise duly registered and lawfully existing under the laws of the PRC with independent legal person status. It has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.3.2 It has full internal power and authority to execute, deliver and perform this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.3.3 This Agreement has been lawfully and duly executed and delivered by it. This Agreement constitutes its legal and binding obligations.

4. Effective Date

This Agreement shall become effective from the date on which it is duly executed by the Parties. This Agreement shall be terminated after all assets of Party C and all equity interest in Party C held by Party B have been lawfully transferred to Party A and/or another Person designated by it in accordance with the provisions hereof.

5. Governing Law and Dispute Resolution

5.1 Governing Law

The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC.

5.2 Dispute Resolution

Any dispute arising from the interpretation and performance of this Agreement shall be first resolved by the Parties through friendly consultation. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests the other Parties to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

6. Taxes and Expenses

Each Party shall pay any and all transfer and registration taxes, costs and expenses incurred by it or levied on it in connection with the preparation and execution of this Agreement and the relevant transfer contract and consummation of the transactions contemplated hereby and thereby in accordance with the laws of the PRC.

7. Notices

7.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

7.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Min Luo
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Lianzhu Lv
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Lianzhu Lv
Telephone: 86-1581-1403-821

Party C:

Ganzhou Qudian Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

7.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

8. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

9. Further Assurance

The Parties agree to promptly execute such documents and take such further actions as reasonably necessary or desirable in connection with the implementation of various provisions and purpose of this Agreement.

10. Liabilities for Breach of Agreement

10.1 If Party B or Party C materially violates any provision of this Agreement, Party A shall have the right to terminate this Agreement and/or claim damages against Party B or Party C; this Article 10 shall not prejudice any other rights of Party A hereunder.

10.2 Unless otherwise provided by laws, in no event shall Party B or Party C have the right to terminate or rescind this Agreement.

11 Miscellaneous

11.1 Amendment, Modification and Supplement

This Agreement may not be amended, modified or supplemented except by an agreement in writing signed by all the Parties.

11.2 Entire Agreement

Unless as amended, supplemented or modified in writing after the execution of this Agreement, this Agreement shall constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior negotiations, statements and contracts, both oral and written, with respect to the subject matter hereof.

11.3 Headings

The headings in this Agreement are inserted for the convenience of reference only and shall not be used for the interpretation or construction of, or otherwise affect, the meanings of provisions hereof.

11.4 Language and Counterparts

This Agreement is written in the Chinese language in four (4) counterparts with each Party holding one (1) copy. They have the same legal effect.

11.5 Severability

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

11.6 Successor

This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors/heirs and permitted assignees.

11.7 Survival

11.7.1 Any obligations accrued or due hereunder prior to the expiration or early termination of this Agreement shall continue in force and effect after the expiration or early termination of this Agreement.

11.7.2 Articles 5, 7 and 8 and this Article 11.7 shall survive the termination of this Agreement.

11.8 Waiver

Any Party may waive the terms and conditions hereof, provided, however, that such waiver must be made in writing and signed by the Parties. No waiver by any Party under certain circumstance with respect to a breach by the other Parties shall operate as a waiver by such Party with respect to similar breach under other circumstances.

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EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on May 1, 2017 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**, a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province (the "**Pledgee**").

Party B: **Min Luo**, a PRC citizen, with his identity card number of 362527198302280018;.
Lianzhu Lv, a PRC citizen, with his/her identity card number of 13090219841208187X.
(Min Luo and Lianzhu Lv are referred to collectively as the "**Pledgors**.")

Party C: **Ganzhou Qudian Technology Co., Ltd.**, a limited liability company established and existing under the laws of the PRC, with its registered address at 2/F, Building 25, Standard Workshop I, Ganzhou Technology Incubation Service Center, Intersection of Huangjin Avenue and Jinling Road, Ganzhou Economic and Technological Development Zone, Ganzhou City, Jiangxi Province.

In this Agreement, the Pledgee, the Pledgors and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party C is a limited liability company registered in Ganzhou, Jiangxi Province, the PRC. The Pledgors are shareholders of Party C, and the total amount of their capital contribution is RMB 10,000,000. Party C acknowledges the respective rights and obligations of the Pledgors and the Pledgee hereunder and agrees to provide any necessary assistance to register the Pledge Right.

2. The Pledgee is a wholly foreign-owned enterprise registered in Ganzhou, Jiangxi Province, the PRC. The Pledgee and Party C entered into the Exclusive Business Cooperation Agreement on May 1, 2017 (the "**Exclusive Business Cooperation Agreement**"), the Pledgee, the Pledgors and Party C entered into the Exclusive Call Option Agreement on May 1, 2017 (the "**Exclusive Call Option Agreement**"), and the Pledgors executed the Power of Attorney Agreement to authorize the Pledgee on May 1, 2017 (the "**Power of Attorney Agreement**"; together with the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement and this Agreement, the "**Control Agreements**").

3. To guarantee the collection by the Pledgee from Party C of all amounts due and payable by Party C, including, without limitation, consulting and service fees, and guarantee the performance by Party C and the Pledgors of other obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement, the Pledgors pledge all of their Equity Interest

4. in Party C as security for the obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Definitions

Unless otherwise provided by this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge Right**" means the security interest granted by the Pledgors to the Pledgee in accordance with Article 2 hereof, i.e. the right of the Pledgee to be repaid in priority out of the proceeds from the conversion, auction or sale of the Equity Interest.

1.2 "**Equity**" or "**Equity Interest**" means all equity interest in Party C lawfully held now and acquired hereafter by the Pledgors as set forth in Article 2.1 hereof.

1.3 "**Pledge Term**" means the term set forth in Article 3 hereof.

1.4 "**Contractual Obligations**" shall mean all obligations of the Pledgors and Party C under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement (including, without limitation, the obligation to pay consulting and service fees to the Pledgee when they fall due and payable (whether on the specified due date, by early repayment or otherwise) in accordance with the Exclusive Business Cooperation Agreement).

1.5 "**Secured Indebtedness**" shall mean all direct, indirect and consequential losses and loss of foreseeable profits suffered by the Pledgee due to any Event of Default of the Pledgors and/or Party C. The basis for the amounts of such losses includes, but is not limited to, reasonable business plans and profit forecasts of the Pledgee, and all costs incurred by the Pledgee in connection with its enforcement of the Contractual Obligations against the Pledgors and/or Party C.

1.6 "**Event of Default**" means any of the circumstances set forth in Article 7 hereof.

1.7 "**Notice of Default**" means the notice given by the Pledgee in accordance with this Agreement to declare an Event of Default.

2. Pledge Right

2.1 As security for the prompt and full performance of the Contractual Obligations and the repayment of the Secured Indebtedness by the Pledgors and Party C, the Pledgors hereby pledge their Equity Interest in Party C (including the registered capital of (amount of capital contribution to) Party C currently owned by the Pledgors and all Equity Interest relating thereto, and other registered capital of (amount of capital contribution to) Party C likely to be acquired by the Pledgors hereafter and all Equity Interest relating thereto) ("**Equity**" or "**Equity Interest**") to the Pledgee by means of first priority pledge. As of the date hereof, the Equity Interest used by Party B for pledge is 100% Equity Interest in Party C held by Party B, representing 100% of the registered capital of Party C, i.e. RMB 10,000,000.

2.2 The Parties understand and agree that the monetary valuation arising from or relating to the Secured Indebtedness shall be a variable and floating valuation until the Settlement Date (as defined below).

2.3 If any of the following events (each an "**Event of Settlement**") occurs, the value of the Secured Indebtedness shall be determined based on the total amount of the Secured Indebtedness that are due, outstanding and payable to the Pledgee immediately prior to or on the date of occurrence of the Event of Settlement (the "**Determined Indebtedness**"):

1.8 (a) any other Control Agreement is terminated in accordance with its relevant provisions;

1.9 (b) the Event of Default set forth in Article 7 hereof occurs and fails to be resolved, as a result of which the Pledgee gives a Notice of Default to the relevant Pledgors in accordance with Article 7.3;

1.10 (c) upon due inquiry, the Pledgee reasonably determines that the Pledgors and/or Party C is insolvent or could potentially be made insolvent; or

1.11 (d) any other event that requires the determination of the Secured Indebtedness in accordance with relevant laws of the PRC.

1.12 2.4 For the avoidance of doubt, the date on which an Event of Settlement occurs shall be the settlement date (the "**Settlement Date**"). The Pledgee shall have the right, at its option, to realize the Pledge Right in accordance with Article 8 on or after the Settlement Date.

1.13 2.5 During the Pledge Term, the Pledgee shall have the right to receive dividends or bonuses with respect to the Equity Interest. The Pledgors may receive dividends or bonuses with respect to the Equity Interest only with the prior written consent of the Pledgee. After the deduction of individual income tax payable by the Pledgors, dividends or bonuses received by the Pledgors with respect to the Equity Interest shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

2.6 The Pledgors may increase the capital of Party C only with the prior written consent of the Pledgee. Any increase in the capital contributed by the Pledgors to the registered capital of Party C as a result of any capital increase shall also be deemed as the Equity Interest pledged hereunder.

2.7 If Party C is required to be dissolved or liquidated in accordance with the mandatory provisions of the laws of the PRC, after Party C completes dissolution or liquidation procedures in accordance with law, any interests distributed to the Pledgors by Party C in accordance with law shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

3. Pledge Term

3.1 The Pledge Right shall become effective as of the date on which it is registered with the administrative authority for industry and commerce (the "**Registration Authority**") in the locality of Party C, and the term of the Pledge Right (the "**Pledge Term**") shall terminate until the Contractual Obligations and the Secured Indebtedness, for which the Pledge Right provides security, have been fully performed or repaid. The Parties agree that after the execution of this Agreement, the Pledgors and Party A shall promptly submit an application for the creation and registration of Equity pledge to the Registration Authority in accordance with the *Measures for the Registration of Equity Pledge with the Administrative Authorities for Industry and Commerce*. The Parties further agree to complete all Equity pledge registration formalities and obtain the registration notice issued by the Registration Authority within fifteen (15) days from the date on which the Registration Authority formally accepts the application for registration of Equity pledge. The Parties jointly acknowledge that, for the purpose of completing Equity pledge registration formalities, the Parties shall submit this Agreement or an Equity pledge Agreement which is executed in the form requested by the administrative authority for industry and commerce in the locality of Party C and truly reflects the information regarding the Pledge Right hereunder (the "**Pledge Agreement for Industrial and Commercial Registration**") to the administrative authority for industry and commerce. This Agreement shall apply to the matters not mentioned in the Pledge Agreement for Industrial and Commercial Registration. The Pledgors and Party C shall submit all necessary documents and complete all necessary formalities in accordance with the laws and regulations of the PRC and various requirements of the competent administrative authority for industry and commerce to ensure the Pledge Right is registered as soon as practicable after the submission of application.

3.2 During the Pledge Term, if Party C fails to perform the Contractual Obligations or repay the Secured Indebtedness in accordance with provisions, the Pledgee shall have the right, but not the obligation, to dispose of the Pledge Right in accordance with this Agreement.

4. Custody of Equity Records subject to the Pledge Right

4.1 During the Pledge Term set forth herein, the Pledgors shall deliver the original investment certificate and the original shareholder register recording the Pledge Right (and other documents reasonably requested by the Pledgee, including, without limitation, the Pledge Right registration notice issued by the administrative authority for industry and commerce) to the Pledgee for custody within one week from the date on which the Pledge Right is registered and created. The Pledgee shall keep custody of such documents during the entire Pledge Term set forth herein.

5. Representations and Warranties of the Pledgors and Party C

The Pledgors represent and warrant to the Pledgee as follows:

5.1 The Pledgors are the sole legal and beneficial owners of the Equity Interest and shall have lawful, good and full ownership of the Equity Interest, unless subject to the agreements otherwise entered into by the Pledgors and the Pledgee.

5.2 The Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with this Agreement.

5.3 Except for the Pledge Right, the Pledgors have created no security interest or other encumbrance on the Equity Interest, there is no dispute with respect to the ownership of the Equity Interest, the Equity Interest is not subject to attachment or other legal proceedings, and no similar action is threatened. The Equity Interest may be used for pledge and transfer in accordance with applicable laws.

5.4 The Pledgors' execution of this Agreement and exercise of their rights hereunder or performance of their obligations hereunder will not violate any laws or regulations, any agreements or contracts to which the Pledgors are a party, or any covenants made by the Pledgors to any third party.

5.5 All documents, information, statements and certificates provided by the Pledgors to the Pledgee are accurate, true, complete and valid.

Party C represents and warrants to the Pledgee as follows:

5.6 Party C is a limited liability company registered, incorporated and lawfully existing under the laws of the PRC with independent legal person status; it has full and independent legal status and capacity to execute, deliver and perform this Agreement.

5.7 Upon due execution by Party C, this Agreement constitutes its legal, valid and binding obligations.

5.8 Party C has full internal right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated hereby, and has full right and authority to consummate the transactions contemplated hereby.

5.9 There is no material security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on the assets owned by Party C, which may affect the rights and interests of the Pledgee in the Equity Interest.

5.10 There are no pending or, to the knowledge of Party C, threatened litigation, arbitration or other legal proceedings before any court or arbitral tribunal with respect to the Equity Interest, Party C or its assets, nor are there pending or, to the knowledge of Party C, threatened administrative procedures or penalty before any governmental or administrative authority with respect to the Equity Interest, Party C or its assets, which will have material or adverse effect on the economic condition of Party C or the Pledgors' ability to perform their obligations and guarantee liability hereunder.

5.11 Party C hereby agrees to bear joint and several liability to the Pledgee for the representations and warranties made by the Pledgors hereunder.

5.12 Party C hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and be fully complied with under any circumstances at any time prior to full performance of the Contractual Obligations or full satisfaction of the Secured Indebtedness.

6. Covenants and Further Agreements of the Pledgors and Party C

The Pledgors covenant and further agree as follows:

6.1 During the validity term hereof, the Pledgors hereby covenant to the Pledgee that:

6.1.1 except for the performance of the Exclusive Call Option Agreement entered into by the Pledgors, the Pledgee and Party C on May 1, 2017, without the prior written consent of the Pledgee, the Pledgors shall not transfer, or agree to others' transfer of, all or any part of the Equity Interest, create or permit to be created any security interest or other encumbrance which may affect the rights and interests of the Pledgee in the Equity Interest;

6.1.2 the Pledgors shall comply with all laws and regulations applicable to the pledge of rights, show any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant authority) in connection with the Pledge Right to the Pledgee within 5 days after the receipt of the same, and observe such notice, order or recommendation or make objections and statements with respect to such matters as reasonably requested by the Pledgee or upon approval of the Pledgee;

6.1.3 the Pledgors shall promptly notify the Pledgee of any event or notice received by the Pledgors which may have effect on the Pledgee's rights in the Equity Interest or any part thereof, together with any event or notice received by the Pledgors which may have effect on any warranty and other obligations of the Pledgors arising out of this Agreement.

6.2 The Pledgors agree that the Pledge Right acquired by the Pledgee in accordance with this Agreement shall not be suspended or prejudiced by the Pledgors or any of their successors or representatives or any other person through legal proceedings.

6.3 To protect or perfect the security interest granted hereunder, the Pledgors hereby covenant to execute in good faith and cause other parties who have interest in the Pledge Right to execute all certificates, agreements, deeds and/or covenants requested by the Pledgee. The Pledgors also covenant to do and cause other parties who have interest in the Pledge Right to do acts requested by the Pledgee, facilitate the exercise by the Pledgee of the rights and authority granted to it by this Agreement, and enter into all relevant documents regarding the ownership of the Equity Interest with the Pledgee or its designees (natural persons/legal persons). The Pledgors covenant to provide the Pledgee with all notices, orders and decisions requested by the Pledgee in connection with the Pledge Right during a reasonable period.

6.4 The Pledgors hereby covenant to the Pledgee that they will comply with and perform all warranties, covenants, agreements, representations and conditions hereunder. In the event of failure to perform or partial performance of their warranties, covenants, agreements, representations and conditions, the Pledgors shall indemnify the Pledgee for all losses caused thereby.

6.5 If any compulsory measures are imposed on the Equity Interest pledged hereunder by court or other governmental authorities due to any reason, the Pledgors shall use all endeavors, including, without limitation, provision of other warranties to the court or adoption of other measures, to release such compulsory measures taken by court or other authorities with respect to the Equity Interest.

6.6 If any possible decrease in the value of the Equity Interest is enough to prejudice the rights of the Pledgee, the Pledgee may request the Pledgors to provide additional mortgage or security; if the Pledgors fail to provide the same, the Pledgee may auction or sell the Equity Interest at any time and use the proceeds from such auction or sale for early satisfaction of the Secured Indebtedness or deposit; any costs arising therefrom shall be fully borne by the Pledgors.

6.7 Without the prior written consent of the Pledgee, the Pledgors and/or Party C shall not (or assist others to) increase, decrease or transfer the registered capital of Party C (or amount of capital contribution to Party C) or create any encumbrance thereon (including the Equity Interest). Subject to the foregoing, the Equity Interest in Party C registered and acquired by the Pledgors after the date hereof shall be referred to as the "Additional Equity." Immediately after the Pledgors acquire the Additional Equity, the Pledgors and Party C shall enter into a supplementary Equity pledge agreement with the Pledgee with respect to the Additional Equity, cause the board of directors and the shareholders' meeting of Party C to approve such supplementary Equity pledge agreement and deliver to the Pledgee all documents required by the supplementary Equity pledge agreement, including, without limitation, (a) the original investment certificate issued by Party C in connection with the Additional Equity; and (b) a certified copy of the capital verification report on the Additional Equity issued by a certified public accountant of the PRC. The Pledgors and Party C shall create and register the pledge of the Additional Equity in accordance with Article 3.1 hereof.

6.8 Unless the Pledgee gives prior written instructions to the contrary, the Pledgors and/or Party C agrees that if all or any part of the shares are transferred (split or inherited) between the Pledgors and any third Party (the "**Share Transferee**") in violation of this Agreement, the Pledgors and/or Party C shall ensure that the Share Transferee shall unconditionally acknowledge the Pledge Right and complete necessary pledge change registration formalities (including, without limitation, execution of relevant documents) to procure the existence of the Pledge Right.

6.9 If the Pledgee provides any loan to Party C, the Pledgors and/or Party C agrees to pledge the Equity Interest to grant the Pledge Right to the Pledgee so as to provide security for such further loan and complete relevant formalities as soon as practicable in accordance with requirements of laws, regulations or local practices (if any), including, without limitation, execution of relevant documents and completion of relevant pledge creation (or change) registration formalities.

Party C covenants and further agrees as follows:

6.10 If the execution and performance of this Agreement and the Equity pledge hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing formalities with any governmental authority (if required by law), Party C will endeavor to assist in obtaining and keeping them fully valid during the validity term hereof.

6.11 Without the prior written consent of the Pledgee, Party C shall not assist or permit the Pledgors to create any new pledge or grant any other security interest on the Equity Interest, nor shall it assist or permit the Pledgors to transfer the Equity Interest.

6.12 Party C agrees that it and the Pledgors shall jointly and strictly comply with the obligations under Articles 6.7, 6.8 and 6.9 hereof.

6.13 Without the prior written consent of the Pledgee, Party C shall not transfer its assets, create or permit to be created any security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on its assets which may affect the rights and interests of the Pledgee in the Equity Interest.

6.14 If there is any lawsuit, arbitration or other claims likely to have adverse effect on Party C, the Equity Interest or the interests of the Pledgee under the Control Agreements, Party C warrants that it will notify the Pledgee in writing as soon as possible without delay and take all necessary measures as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest.

6.15 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of the Pledgee under the Control Agreements or the Equity Interest.

6.16 During the first month of each calendar quarter, Party C will provide the Pledgee with the financial statements of Party C for the preceding calendar quarter, including, without limitation, balance sheet, income statement and cash flow statement.

6.17 Party C warrants that it will take all necessary measures and execute all necessary documents as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest together with the exercise and realization by the Pledgee of such interests.

6.18 If the exercise of the Pledge Right hereunder results in the transfer of any Equity Interest, Party C warrants that it will take all measures to complete such transfer.

6.19 Party B shall ensure and cause the other shareholders of Party C to ensure that Party C will complete the operation term extension registration formalities within three (3) months prior to the expiration of its operation term so that the validity of this Agreement shall be maintained.

7. Events of Default

7.1 The following circumstances shall be deemed as Events of Default:

7.1.1 Party C fails to fully pay consulting and service fees payable under the Exclusive Business Cooperation Agreement or fails to repay loan or violates any obligations of Party C under the Control Agreements;

7.1.2 any representation or warranty made by the Pledgors in Article 5 hereof contains material misrepresentations or errors, and/or the Pledgors violate any warranty contained in Article 5 hereof;

7.1.3 the Pledgors and Party C fail to complete Equity pledge registration with the Registration Authority in accordance with Article 3.1;

7.1.4 the Pledgors and Party C violate any provision of this Agreement;

7.1.5 unless specified by Article 6.1.1, the Pledgors transfer or intend to transfer or waive the pledged Equity or convey the pledged Equity without the written consent of the Pledgee;

7.1.6 loans, warranties, damages, covenants or other debts and liabilities owed by the Pledgors to any third party (1) are required to be early repaid or performed due to breach by the Pledgors; or (2) have become due but cannot be repaid or performed on schedule;

7.1.7 any approval, license, permit or authorization of the governmental authority that makes this Contract enforceable, legal and valid is revoked, suspended, invalid or materially changed;

7.1.8 the promulgation of applicable laws makes this Agreement illegal or the Pledgors unable to continue the performance of their obligations hereunder;

7.1.9 adverse change in the property owned by the Pledgors causes the Pledgee to determine that the ability of the Pledgors to perform their obligations hereunder has been affected;

7.1.10 the successor or trustee of Party C can only perform the payment liability in part or refuses to perform the payment liability under the Exclusive Business Cooperation Agreement; and

7.1.11 any other circumstance under which the Pledgee cannot or may be unable to exercise the Pledge Right, including, without limitation, the circumstances under which the Pledgors are dead or lose civil capacity.

7.2 Upon knowledge or discovery of any circumstance set forth in Article 7.1 or the occurrence of any event that may lead to such circumstance, the Pledgors shall promptly notify the Pledgee in writing accordingly.

7.3 Unless the Events of Default set forth in Article 7.1 have been successfully resolved to the satisfaction of the Pledgee within thirty (30) days after the date of notice from the Pledgee, the Pledgee may give a Notice of Default to the Pledgors when an Event of Default occurs or at any time after the occurrence of an Event of Default, requesting the Pledgors to promptly pay all outstanding amounts due and payable under the Control Agreements and all other amounts due and payable to the Pledgee and/or repay loan and/or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of the Pledge Right

8.1 Without the written consent of the Pledgee, the Pledgors shall not transfer their Equity Interest in Party C.

8.2 When the Pledgee exercises the Pledge Right, it may give a Notice of Default to the Pledgors.

8.3 Subject to the provisions of Article 7.3, the Pledgee may exercise the right to enforce the Pledge Right when it gives a Notice of Default or at any time after it gives a Notice of Default in accordance with Article 7.2. Once the Pledgee elects to enforce the Pledge Right, the Pledgors shall have no rights or interests in the Equity Interest.

8.4 In the event of default, to the extent permitted, and in accordance with applicable laws, the Pledgee shall have the right to dispose of the pledged Equity and exercise all of its remedies and rights for breach of contract in accordance with law, including, without limitation, the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity. After all proceeds received by the Pledgee from the exercise of the Pledge Right are used to satisfy the Secured Indebtedness, any remaining amount shall be paid to the Pledgors or the persons entitled to it (without any interest accrued thereon). The Pledgee shall not be liable for any loss caused by its reasonable exercise of its remedies and rights for breach of contract. The Pledgee shall have the right, at its option, to exercise any of its remedies for breach of contract simultaneously or successively. The Pledgee shall not be required to exercise other remedies for breach of contract before its exercise of the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity hereunder.

8.5 When the Pledgee disposes of the Pledge Right in accordance with this Agreement, the Pledgors and Party C shall provide necessary assistance so that the Pledgee can enforce the Pledge Right in accordance with this Agreement.

8.6 All out-of-pocket expenses, taxes and all legal costs relating to the creation of the Equity pledge and the realization of the Pledgee's rights hereunder shall be borne by the Pledgors, except for those borne by the Pledgee in accordance with laws. The Pledgee shall have the right to fully deduct reasonable costs incurred by it in connection with its exercise of any or all of its foregoing rights and powers from the proceeds obtained as a result of its exercise of such rights and powers.

8.7 The Parties acknowledge that the Investor Shareholders shall be liable only for their own breach of contract and shall bear no joint and several liability for breach by any other Party hereto.

9. Assignment

9.1 Without the prior written consent of the Pledgee, the Pledgors shall have no right to assign or delegate their rights and obligations hereunder.

9.2 This Agreement shall be binding upon the Pledgors and their successors and permitted assignees and shall be valid with respect to the Pledgee and each of its successors and assignees.

9.3 At any time, the Pledgee may assign any and all of its rights and obligations under the Exclusive Business Cooperation Agreement to its designees (natural persons/legal persons), in which case the assignees shall have the rights and obligations of the Pledgee hereunder, as if they were the original Parties hereto. When the Pledgee assigns its rights and obligations under the Exclusive Business Cooperation Agreement, upon request by the Pledgee, the Pledgors shall execute relevant agreements or other documents in connection with such assignment.

9.4 In the event of change of the Pledgee due to assignment, upon request by the Pledgee, the Pledgors shall enter into a new pledge contract with the new Pledgee on the same terms and conditions as those of this Agreement.

9.5 The Pledgors shall strictly comply with the provisions of this Agreement and other contracts jointly or severally executed by the Parties hereto or any of them, including the Exclusive Call Option Agreement and the Power of Attorney Agreement Agreement to authorize the Pledgee, perform the obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. The Pledgors shall not exercise any remaining rights in the Equity Interest pledged hereunder unless in accordance with the written instructions given by the Pledgee.

10. Termination

After the Exclusive Business Cooperation Agreement has been fully performed, the consulting and service fees thereunder have been fully paid and the obligations of Party C under the other Control Agreements have been terminated, this Agreement shall terminate and the Pledgee shall cancel or terminate this Agreement as soon as reasonably practicable.

Unless otherwise provided by laws, in no event shall the Pledgors or Party C have the right to terminate or rescind this Agreement.

11. Handling Fee and Other Expenses

All fees and out-of-pocket expenses relating to this Agreement, including, without limitation, attorneys' fee, costs of production, stamp duty and any other tax and fee, shall be borne by Party C. If the Pledgee is required to bear relevant taxes and fees by applicable laws, the Pledgors shall cause Party C to fully reimburse all taxes and fees already paid by the Pledgee.

12. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

13. Governing Law and Dispute Resolution

13.1 The execution, effectiveness, interpretation and performance of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC. Any matters not covered by officially promulgated and publicly available laws of the PRC shall be governed by international legal principles and practices.

13.2 Any dispute arising from the interpretation and performance of the provisions of this Agreement shall be resolved by the Parties through consultation in good faith. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

13.3 In the event of any dispute arising out of the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters in dispute, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder.

14. Notices

14.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

14.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

14.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Min Luo
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Lianzhu Lv
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Lianzhu Lv
Telephone: 86-1581-1403-821

Party C:

Ganzhou Qudian Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

14.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

15. Severability

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

16. Appendix

The appendix hereto shall constitute an integral part of this Agreement.

17. Effectiveness

17.1 Any amendment, modification and supplement to this Agreement shall be made in writing and become effective after the Parties affix their signatures or seals and complete governmental registration procedures, if applicable.

17.2 This Agreement is made in five (5) counterparts. Each of the Pledgors, the Pledgee and Party C shall hold one (1) copy. One (1) copy shall be submitted to the Registration Authority. Each copy of this Agreement shall have the same effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal)

By: _____
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: _____

Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Lianzhu Lv

By: _____

Name: Lianzhu Lv

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Ganzhou Qudian Technology Co., Ltd. (Affix Company Seal)

By: _____
Name: Min Luo

Appendix II: Power of Attorney Agreement

Appendix to Exclusive Call Option Agreement

Power of Attorney Agreement

Date: May 1, 2017

I, **[ ]**, a citizen of the People's Republic of China (the "**PRC**"), with identity card number of [ ], holds [ ]% of the entire registered capital ("**My Equity Interest**") of **Ganzhou Qudian Technology Co., Ltd.** (the "**Domestic Company**"). I hereby issue this Power of Attorney Agreement to specify the following matters concerning My Equity Interest:

1. I irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as my sole agent and authorized representative to act on my behalf with respect to all matters relating to My Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to me under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of My Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on my behalf .

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer agreement set forth in the Exclusive Call Option Agreement on my behalf to the extent that I am required to be a party thereto, and perform the terms of the Equity Interest Pledge Agreement and the Exclusive Call Option Agreement, dated even date herewith, to which I am a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, I irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of My Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of My Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon me and My Equity Interest. For this purpose, I acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of My Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by me to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of My Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as my agent to execute all such necessary documents on my behalf in which case such documents executed by the WFOE on my behalf shall be legally binding upon me; (4) take all other steps necessary or advisable for the disposal of My Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of My Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of me.

5. As long as I am a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies me in writing to terminate this Power of Attorney Agreement in whole or in part, I shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon my successors and assignees, and I shall cause my successors or assignees, if applicable, to execute similar power of attorney agreement.

7. I hereby waive, and shall not exercise, all rights granted to the WFOE relating to My Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: [ ]

By: _____
Name: [ ]

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

By: _____
Name: Min Luo

Power of Attorney Agreement

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Lianzhu Lv

By: /s/ Lianzhu Lv
Name: Lianzhu Lv

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Ganzhou Qudian Technology Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.24

May 1, 2017

To: Ganzhou Qudian Technology Co., Ltd. (the "**VIE Entity**")

To Whom It May Concern:

To ensure the cash flow requirements of the VIE Entity's operations are met and/or to set off any loss accrued during such operations, the undersigned, Qudian Inc. (the "**Company**"), is obligated and hereby undertakes to provide unlimited financial support to the VIE Entity, to the extent permissible under the applicable PRC laws and regulations, whether or not any such operational loss is actually incurred. The form of financial support shall include, but not limited to, extension of cash, entrusted loans and borrowings. The Company will not request repayment of the loans or borrowings if the VIE Entity or its shareholders do not have sufficient funds or are unable to repay.

The undersigned agrees and acknowledges such undertaking shall be irrevocable and continuously valid from the date hereof until the earlier of (1) the date on which all of the equity interests of the VIE Entity have been acquired directly or indirectly by the Company or its designated representative (individual or legal person); or (2) the date of unilateral termination by the Company, at its sole and absolution discretion, by giving thirty (30) days prior written notice to the VIE Entity of its intention to terminate this letter.

Please confirm receipt of this letter by returning a signed copy of this letter to the undersigned.

Qudian Inc.

/s/ Min Luo

Name: Min Luo
Title: Authorized Signatory

Exhibit 10.25

[English Translation]

EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on May 1, 2017 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**, a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province (the "**Pledgee**").

Party B: **Min Luo**, a PRC citizen, with his identity card number of 362527198302280018;.

Hongjia He, a PRC citizen, with his/her identity card number of 211003198502153652.
(Min Luo and Hongjia He are referred to collectively as the "**Pledgors**.")

Party C: **Hunan Qudian Technology Development Co., Ltd.**, a limited liability company established and existing under the laws of the PRC, with its registered address at 1140 Incubator, Professional Building, Software Center Building, 662 Lugu Avenue, High-tech Development Zone, Changsha.

In this Agreement, the Pledgee, the Pledgors and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party C is a limited liability company registered in Changsha, Hunan Province, the PRC. The Pledgors are shareholders of Party C, and the total amount of their capital contribution is RMB 10,000,000. Party C acknowledges the respective rights and obligations of the Pledgors and the Pledgee hereunder and agrees to provide any necessary assistance to register the Pledge Right.

2. The Pledgee is a wholly foreign-owned enterprise registered in Ganzhou, Jiangxi Province, the PRC. The Pledgee and Party C entered into the Exclusive Business Cooperation Agreement on May 1, 2017 (the "**Exclusive Business Cooperation Agreement**"), the Pledgee, the Pledgors and Party C entered into the Exclusive Call Option Agreement on May 1, 2017 (the "**Exclusive Call Option Agreement**"), and the Pledgors executed the Power of Attorney Agreement to authorize the Pledgee on May 1, 2017 (the "**Power of Attorney Agreement**"; together with the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement and this Agreement, the "**Control Agreements**").

3. To guarantee the collection by the Pledgee from Party C of all amounts due and payable by Party C, including, without limitation, consulting and service fees, and guarantee the performance by Party C and the Pledgors of other obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement, the Pledgors pledge all of their Equity Interest in Party C as security for the obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this

4. Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Definitions

Unless otherwise provided by this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge Right**" means the security interest granted by the Pledgors to the Pledgee in accordance with Article 2 hereof, i.e. the right of the Pledgee to be repaid in priority out of the proceeds from the conversion, auction or sale of the Equity Interest.

1.2 "**Equity**" or "**Equity Interest**" means all equity interest in Party C lawfully held now and acquired hereafter by the Pledgors as set forth in Article 2.1 hereof.

1.3 "**Pledge Term**" means the term set forth in Article 3 hereof.

1.4 "**Contractual Obligations**" shall mean all obligations of the Pledgors and Party C under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement (including, without limitation, the obligation to pay consulting and service fees to the Pledgee when they fall due and payable (whether on the specified due date, by early repayment or otherwise) in accordance with the Exclusive Business Cooperation Agreement).

1.5 "**Secured Indebtedness**" shall mean all direct, indirect and consequential losses and loss of foreseeable profits suffered by the Pledgee due to any Event of Default of the Pledgors and/or Party C. The basis for the amounts of such losses includes, but is not limited to, reasonable business plans and profit forecasts of the Pledgee, and all costs incurred by the Pledgee in connection with its enforcement of the Contractual Obligations against the Pledgors and/or Party C.

1.6 "**Event of Default**" means any of the circumstances set forth in Article 7 hereof.

1.7 "**Notice of Default**" means the notice given by the Pledgee in accordance with this Agreement to declare an Event of Default.

2. Pledge Right

2.1 As security for the prompt and full performance of the Contractual Obligations and the repayment of the Secured Indebtedness by the Pledgors and Party C, the Pledgors hereby pledge their Equity Interest in Party C (including the registered capital of (amount of capital contribution to) Party C currently owned by the Pledgors and all Equity Interest relating thereto, and other registered capital of (amount of capital contribution to) Party C likely to be acquired by the Pledgors hereafter and all Equity Interest relating thereto) ("**Equity**" or "**Equity Interest**") to the Pledgee by means of first priority pledge. As of the date hereof, the Equity Interest used by Party B for pledge is 100% Equity Interest in Party C held by Party B, representing 100% of the registered capital of Party C, i.e. RMB 10,000,000.

2.2 The Parties understand and agree that the monetary valuation arising from or relating to the Secured Indebtedness shall be a variable and floating valuation until the Settlement Date (as defined below).

2.3 If any of the following events (each an "**Event of Settlement**") occurs, the value of the Secured Indebtedness shall be determined based on the total amount of the Secured Indebtedness that are due, outstanding and payable to the Pledgee immediately prior to or on the date of occurrence of the Event of Settlement (the "**Determined Indebtedness**"):

(a) any other Control Agreement is terminated in accordance with its relevant provisions;

(b) the Event of Default set forth in Article 7 hereof occurs and fails to be resolved, as a result of which the Pledgee gives a Notice of Default to the relevant Pledgors in accordance with Article 7.3;

(c) upon due inquiry, the Pledgee reasonably determines that the Pledgors and/or Party C is insolvent or could potentially be made insolvent; or

(d) any other event that requires the determination of the Secured Indebtedness in accordance with relevant laws of the PRC.

2.4 For the avoidance of doubt, the date on which an Event of Settlement occurs shall be the settlement date (the "**Settlement Date**"). The Pledgee shall have the right, at its option, to realize the Pledge Right in accordance with Article 8 on or after the Settlement Date.

2.5 During the Pledge Term, the Pledgee shall have the right to receive dividends or bonuses with respect to the Equity Interest. The Pledgors may receive dividends or bonuses with respect to the Equity Interest only with the prior written consent of the Pledgee. After the deduction of individual income tax payable by the Pledgors, dividends or bonuses received by the Pledgors with respect to the Equity Interest shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

2.6 The Pledgors may increase the capital of Party C only with the prior written consent of the Pledgee. Any increase in the capital contributed by the Pledgors to the registered capital of Party C as a result of any capital increase shall also be deemed as the Equity Interest pledged hereunder.

2.7 If Party C is required to be dissolved or liquidated in accordance with the mandatory provisions of the laws of the PRC, after Party C completes dissolution or liquidation procedures in accordance with law, any interests distributed to the Pledgors by Party C in accordance with law shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

3. Pledge Term

3.1 The Pledge Right shall become effective as of the date on which it is registered with the administrative authority for industry and commerce (the "**Registration Authority**") in the locality of Party C, and the term of the Pledge Right (the "**Pledge Term**") shall terminate until the Contractual Obligations and the Secured Indebtedness, for which the Pledge Right provides security, have been fully performed or repaid. The Parties agree that after the execution of this Agreement, the Pledgors and Party A shall promptly submit an application for the creation and registration of Equity Interest Pledge to the Registration Authority in accordance with the *Measures for the Registration of Equity Pledge with the Administrative Authorities for Industry and Commerce*. The Parties further agree to complete all Equity pledge registration formalities and obtain the registration notice issued by the Registration Authority within fifteen (15) days from the date on which the Registration Authority formally accepts the application for registration of Equity pledge. The Parties jointly acknowledge that, for the purpose of completing Equity pledge registration formalities, the Parties shall submit this Agreement or an Equity pledge contract which is executed in the form requested by the administrative authority for industry and commerce in the locality of Party C and truly reflects the information regarding the Pledge Right hereunder (the "**Pledge Agreement for Industrial and Commercial Registration**") to the administrative authority for industry and commerce. This Agreement shall apply to the matters not mentioned in the Pledge Agreement for Industrial and Commercial Registration. The Pledgors and Party C shall submit all necessary documents and complete all necessary formalities in accordance with the laws and regulations of the PRC and various requirements of the competent administrative authority for industry and commerce to ensure the Pledge Right is registered as soon as practicable after the submission of application.

3.2 During the Pledge Term, if Party C fails to perform the Contractual Obligations or repay the Secured Indebtedness in accordance with provisions, the Pledgee shall have the right, but not the obligation, to dispose of the Pledge Right in accordance with this Agreement.

4. Custody of Equity Records subject to the Pledge Right

4.1 During the Pledge Term set forth herein, the Pledgors shall deliver the original investment certificate and the original shareholder register recording the Pledge Right (and other documents reasonably requested by the Pledgee, including, without limitation, the Pledge Right registration notice issued by the administrative authority for industry and commerce) to the Pledgee for custody within one week from the date on which the Pledge Right is registered and created. The Pledgee shall keep custody of such documents during the entire Pledge Term set forth herein.

5. Representations and Warranties of the Pledgors and Party C

The Pledgors represent and warrant to the Pledgee as follows:

5.1 The Pledgors are the sole legal and beneficial owners of the Equity Interest and shall have lawful, good and full ownership of the Equity Interest, unless subject to the agreements otherwise entered into by the Pledgors and the Pledgee.

5.2 The Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with this Agreement.

5.3 Except for the Pledge Right, the Pledgors have created no security interest or other encumbrance on the Equity Interest, there is no dispute with respect to the ownership of the Equity Interest, the Equity Interest is not subject to attachment or other legal proceedings, and no similar action is threatened. The Equity Interest may be used for pledge and transfer in accordance with applicable laws.

5.4 The Pledgors' execution of this Agreement and exercise of their rights hereunder or performance of their obligations hereunder will not violate any laws or regulations, any agreements or contracts to which the Pledgors are a party, or any covenants made by the Pledgors to any third party.

5.5 All documents, information, statements and certificates provided by the Pledgors to the Pledgee are accurate, true, complete and valid.

Party C represents and warrants to the Pledgee as follows:

5.6 Party C is a limited liability company registered, incorporated and lawfully existing under the laws of the PRC with independent legal person status; it has full and independent legal status and capacity to execute, deliver and perform this Agreement.

5.7 Upon due execution by Party C, this Agreement constitutes its legal, valid and binding obligations.

5.8 Party C has full internal right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated hereby, and has full right and authority to consummate the transactions contemplated hereby.

5.9 There is no material security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on the assets owned by Party C, which may affect the rights and interests of the Pledgee in the Equity Interest.

5.10 There are no pending or, to the knowledge of Party C, threatened litigation, arbitration or other legal proceedings before any court or arbitral tribunal with respect to the Equity Interest, Party C or its assets, nor are there pending or, to the knowledge of Party C, threatened administrative procedures or penalty before any governmental or administrative authority with respect to the Equity Interest, Party C or its assets, which will have material or adverse effect on the economic condition of Party C or the Pledgors' ability to perform their obligations and guarantee liability hereunder.

5.11 Party C hereby agrees to bear joint and several liability to the Pledgee for the representations and warranties made by the Pledgors hereunder.

5.12 Party C hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and be fully complied with under any circumstances at any time prior to full performance of the Contractual Obligations or full satisfaction of the Secured Indebtedness.

6. Covenants and Further Agreements of the Pledgors and Party C

The Pledgors covenant and further agree as follows:

6.1 During the validity term hereof, the Pledgors hereby covenant to the Pledgee that:

6.1.1 except for the performance of the Exclusive Call Option Agreement entered into by the Pledgors, the Pledgee and Party C on May 1, 2017, without the prior written consent of the Pledgee, the Pledgors shall not transfer, or agree to others' transfer of, all or any part of the Equity Interest, create or permit to be created any security interest or other encumbrance which may affect the rights and interests of the Pledgee in the Equity Interest;

6.1.2 the Pledgors shall comply with all laws and regulations applicable to the pledge of rights, show any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant authority) in connection with the Pledge Right to the Pledgee within 5 days after the receipt of the same, and observe such notice, order or recommendation or make objections and statements with respect to such matters as reasonably requested by the Pledgee or upon approval of the Pledgee;

6.1.3 the Pledgors shall promptly notify the Pledgee of any event or notice received by the Pledgors which may have effect on the Pledgee's rights in the Equity Interest or any part thereof, together with any event or notice received by the Pledgors which may have effect on any warranty and other obligations of the Pledgors arising out of this Agreement.

6.2 The Pledgors agree that the Pledge Right acquired by the Pledgee in accordance with this Agreement shall not be suspended or prejudiced by the Pledgors or any of their successors or representatives or any other person through legal proceedings.

6.3 To protect or perfect the security interest granted hereunder, the Pledgors hereby covenant to execute in good faith and cause other parties who have interest in the Pledge Right to execute all certificates, agreements, deeds and/or covenants requested by the Pledgee. The Pledgors also covenant to do and cause other parties who have interest in the Pledge Right to do acts requested by the Pledgee, facilitate the exercise by the Pledgee of the rights and authority granted to it by this Agreement, and enter into all relevant documents regarding the ownership of the Equity Interest with the Pledgee or its designees (natural persons/legal persons). The Pledgors covenant to provide the Pledgee with all notices, orders and decisions requested by the Pledgee in connection with the Pledge Right during a reasonable period.

6.4 The Pledgors hereby covenant to the Pledgee that they will comply with and perform all warranties, covenants, agreements, representations and conditions hereunder. In the event of failure to perform or partial performance of their warranties, covenants, agreements, representations and conditions, the Pledgors shall indemnify the Pledgee for all losses caused thereby.

6.5 If any compulsory measures are imposed on the Equity Interest pledged hereunder by court or other governmental authorities due to any reason, the Pledgors shall use all endeavors, including, without limitation, provision of other warranties to the court or adoption of other measures, to release such compulsory measures taken by court or other authorities with respect to the Equity Interest.

6.6 If any possible decrease in the value of the Equity Interest is enough to prejudice the rights of the Pledgee, the Pledgee may request the Pledgors to provide additional mortgage or security; if the Pledgors fail to provide the same, the Pledgee may auction or sell the Equity Interest at any time and use the proceeds from such auction or sale for early satisfaction of the Secured Indebtedness or deposit; any costs arising therefrom shall be fully borne by the Pledgors.

6.7 Without the prior written consent of the Pledgee, the Pledgors and/or Party C shall not (or assist others to) increase, decrease or transfer the registered capital of Party C (or amount of capital contribution to Party C) or create any encumbrance thereon (including the Equity Interest). Subject to the foregoing, the Equity Interest in Party C registered and acquired by the Pledgors after the date hereof shall be referred to as the "Additional Equity." Immediately after the Pledgors acquire the Additional Equity, the Pledgors and Party C shall enter into a supplementary Equity pledge agreement with the Pledgee with respect to the Additional Equity, cause the board of directors and the shareholders' meeting of Party C to approve such supplementary Equity pledge agreement and deliver to the Pledgee all documents required by the supplementary Equity pledge agreement, including, without limitation, (a) the original investment certificate issued by Party C in connection with the Additional Equity; and (b) a certified copy of the capital verification report on the Additional Equity issued by a certified public accountant of the PRC. The Pledgors and Party C shall create and register the pledge of the Additional Equity in accordance with Article 3.1 hereof.

6.8 Unless the Pledgee gives prior written instructions to the contrary, the Pledgors and/or Party C agrees that if all or any part of the shares are transferred (split or inherited) between the Pledgors and any third Party (the "**Share Transferee**") in violation of this Agreement, the Pledgors and/or Party C shall ensure that the Share Transferee shall unconditionally acknowledge the Pledge Right and complete necessary pledge change registration formalities (including, without limitation, execution of relevant documents) to procure the existence of the Pledge Right.

6.9 If the Pledgee provides any loan to Party C, the Pledgors and/or Party C agrees to pledge the Equity Interest to grant the Pledge Right to the Pledgee so as to provide security for such further loan and complete relevant formalities as soon as practicable in accordance with requirements of laws, regulations or local practices (if any), including, without limitation, execution of relevant documents and completion of relevant pledge creation (or change) registration formalities.

Party C covenants and further agrees as follows:

6.10 If the execution and performance of this Agreement and the Equity pledge hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing formalities with any governmental authority (if required by law), Party C will endeavor to assist in obtaining and keeping them fully valid during the validity term hereof.

6.11 Without the prior written consent of the Pledgee, Party C shall not assist or permit the Pledgors to create any new pledge or grant any other security interest on the Equity Interest, nor shall it assist or permit the Pledgors to transfer the Equity Interest.

6.12 Party C agrees that it and the Pledgors shall jointly and strictly comply with the obligations under Articles 6.7, 6.8 and 6.9 hereof.

6.13 Without the prior written consent of the Pledgee, Party C shall not transfer its assets, create or permit to be created any security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on its assets which may affect the rights and interests of the Pledgee in the Equity Interest.

6.14 If there is any lawsuit, arbitration or other claims likely to have adverse effect on Party C, the Equity Interest or the interests of the Pledgee under the Control Agreements, Party C warrants that it will notify the Pledgee in writing as soon as possible without delay and take all necessary measures as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest.

6.15 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of the Pledgee under the Control Agreements or the Equity Interest.

6.16 During the first month of each calendar quarter, Party C will provide the Pledgee with the financial statements of Party C for the preceding calendar quarter, including, without limitation, balance sheet, income statement and cash flow statement.

6.17 Party C warrants that it will take all necessary measures and execute all necessary documents as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest together with the exercise and realization by the Pledgee of such interests.

6.18 If the exercise of the Pledge Right hereunder results in the transfer of any Equity Interest, Party C warrants that it will take all measures to complete such transfer.

6.19 Party B shall ensure and cause the other shareholders of Party C to ensure that Party C will complete the operation term extension registration formalities within three (3) months prior to the expiration of its operation term so that the validity of this Agreement shall be maintained.

7. Events of Default

7.1 The following circumstances shall be deemed as Events of Default:

7.1.1 Party C fails to fully pay consulting and service fees payable under the Exclusive Business Cooperation Agreement or fails to repay loan or violates any obligations of Party C under the Control Agreements;

7.1.2 any representation or warranty made by the Pledgors in Article 5 hereof contains material misrepresentations or errors, and/or the Pledgors violate any warranty contained in Article 5 hereof;

7.1.3 the Pledgors and Party C fail to complete Equity pledge registration with the Registration Authority in accordance with Article 3.1;

7.1.4 the Pledgors and Party C violate any provision of this Agreement;

7.1.5 unless specified by Article 6.1.1, the Pledgors transfer or intend to transfer or waive the pledged Equity or convey the pledged Equity without the written consent of the Pledgee;

7.1.6 loans, warranties, damages, covenants or other debts and liabilities owed by the Pledgors to any third party (1) are required to be early repaid or performed due to breach by the Pledgors; or (2) have become due but cannot be repaid or performed on schedule;

7.1.7 any approval, license, permit or authorization of the governmental authority that makes this Agreement enforceable, legal and valid is revoked, suspended, invalid or materially changed;

7.1.8 the promulgation of applicable laws makes this Agreement illegal or the Pledgors unable to continue the performance of their obligations hereunder;

7.1.9 adverse change in the property owned by the Pledgors causes the Pledgee to determine that the ability of the Pledgors to perform their obligations hereunder has been affected;

7.1.10 the successor or trustee of Party C can only perform the payment liability in part or refuses to perform the payment liability under the Exclusive Business Cooperation Agreement; and

7.1.11 any other circumstance under which the Pledgee cannot or may be unable to exercise the Pledge Right, including, without limitation, the circumstances under which the Pledgors are dead or lose civil capacity.

7.2 Upon knowledge or discovery of any circumstance set forth in Article 7.1 or the occurrence of any event that may lead to such circumstance, the Pledgors shall promptly notify the Pledgee in writing accordingly.

7.3 Unless the Events of Default set forth in Article 7.1 have been successfully resolved to the satisfaction of the Pledgee within thirty (30) days after the date of notice from the Pledgee, the Pledgee may give a Notice of Default to the Pledgors when an Event of Default occurs or at any time after the occurrence of an Event of Default, requesting the Pledgors to promptly pay all outstanding amounts due and payable under the Control Agreements and all other amounts due and payable to the Pledgee and/or repay loan and/or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of the Pledge Right

8.1 Without the written consent of the Pledgee, the Pledgors shall not transfer their Equity Interest in Party C.

8.2 When the Pledgee exercises the Pledge Right, it may give a Notice of Default to the Pledgors.

8.3 Subject to the provisions of Article 7.3, the Pledgee may exercise the right to enforce the Pledge Right when it gives a Notice of Default or at any time after it gives a Notice of Default in accordance with Article 7.2. Once the Pledgee elects to enforce the Pledge Right, the Pledgors shall have no rights or interests in the Equity Interest.

8.4 In the event of default, to the extent permitted, and in accordance with applicable laws, the Pledgee shall have the right to dispose of the pledged Equity and exercise all of its remedies and rights for breach of contract in accordance with law, including, without limitation, the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity. After all proceeds received by the Pledgee from the exercise of the Pledge Right are used to satisfy the Secured Indebtedness, any remaining amount shall be paid to the Pledgors or the persons entitled to it (without any interest accrued thereon). The Pledgee shall not be liable for any loss caused by its reasonable exercise of its remedies and rights for breach of contract. The Pledgee shall have the right, at its option, to exercise any of its remedies for breach of contract simultaneously or successively. The Pledgee shall not be required to exercise other remedies for breach of contract before its exercise of the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity hereunder.

8.5 When the Pledgee disposes of the Pledge Right in accordance with this Agreement, the Pledgors and Party C shall provide necessary assistance so that the Pledgee can enforce the Pledge Right in accordance with this Agreement.

8.6 All out-of-pocket expenses, taxes and all legal costs relating to the creation of the Equity pledge and the realization of the Pledgee's rights hereunder shall be borne by the Pledgors, except for those borne by the Pledgee in accordance with laws. The Pledgee shall have the right to fully deduct reasonable costs incurred by it in connection with its exercise of any or all of its foregoing rights and powers from the proceeds obtained as a result of its exercise of such rights and powers.

8.7 The Parties acknowledge that the Investor Shareholders shall be liable only for their own breach of contract and shall bear no joint and several liability for breach by any other Party hereto.

9. Assignment

9.1 Without the prior written consent of the Pledgee, the Pledgors shall have no right to assign or delegate their rights and obligations hereunder.

9.2 This Agreement shall be binding upon the Pledgors and their successors and permitted assignees and shall be valid with respect to the Pledgee and each of its successors and assignees.

9.3 At any time, the Pledgee may assign any and all of its rights and obligations under the Exclusive Business Cooperation Agreement to its designees (natural persons/legal persons), in which case the assignees shall have the rights and obligations of the Pledgee hereunder, as if they were the original Parties hereto. When the Pledgee assigns its rights and obligations under the Exclusive Business Cooperation Agreement, upon request by the Pledgee, the Pledgors shall execute relevant agreements or other documents in connection with such assignment.

9.4 In the event of change of the Pledgee due to assignment, upon request by the Pledgee, the Pledgors shall enter into a new pledge contract with the new Pledgee on the same terms and conditions as those of this Agreement.

9.5 The Pledgors shall strictly comply with the provisions of this Agreement and other contracts jointly or severally executed by the Parties hereto or any of them, including the Exclusive Call Option Agreement and the Power of Attorney Agreement to authorize the Pledgee, perform the obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. The Pledgors shall not exercise any remaining rights in the Equity Interest pledged hereunder unless in accordance with the written instructions given by the Pledgee.

10. Termination

After the Exclusive Business Cooperation Agreement has been fully performed, the consulting and service fees thereunder have been fully paid and the obligations of Party C under the other Control Agreements have been terminated, this Agreement shall terminate and the Pledgee shall cancel or terminate this Agreement as soon as reasonably practicable.

Unless otherwise provided by laws, in no event shall the Pledgors or Party C have the right to terminate or rescind this Agreement.

11. Handling Fee and Other Expenses

All fees and out-of-pocket expenses relating to this Agreement, including, without limitation, attorneys' fee, costs of production, stamp duty and any other tax and fee, shall be borne by Party C. If the Pledgee is required to bear relevant taxes and fees by applicable laws, the Pledgors shall cause Party C to fully reimburse all taxes and fees already paid by the Pledgee.

12. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

13. Governing Law and Dispute Resolution

13.1 The execution, effectiveness, interpretation and performance of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC. Any matters not covered by officially promulgated and publicly available laws of the PRC shall be governed by international legal principles and practices.

13.2 Any dispute arising from the interpretation and performance of the provisions of this Agreement shall be resolved by the Parties through consultation in good faith. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

13.3 In the event of any dispute arising out of the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters in dispute, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder.

14. Notices

14.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

14.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

14.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Min Luo
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Hongjia He
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Hongjia He
Telephone: 86-1851-0049-810

Party C:

Hunan Qudian Technology Development Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

14.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

15. Severability

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

16. Appendix

The appendix hereto shall constitute an integral part of this Agreement.

17. Effectiveness

17.1 Any amendment, modification and supplement to this Agreement shall be made in writing and become effective after the Parties affix their signatures or seals and complete governmental registration procedures, if applicable.

17.2 This Agreement is made in five (5) counterparts. Each of the Pledgors, the Pledgee and Party C shall hold one (1) copy. One (1) copy shall be submitted to the Registration Authority. Each copy of this Agreement shall have the same effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Hongjia He

By: /s/ Hongjia He
Name: Hongjia He

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Hunan Qudian Technology Development Co., Ltd. (Affix Company Seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Appendix I

Shareholder Register
of
Hunan Qudian Technology Development Co., Ltd.

Name/ Designation of the Shareholder	Registered Address / Address	Subscribed Capital (RMB ten thousand)	Shareholding Percentage
Min Luo	43 East Tujia Road, South Gate of the Suburbs, Fenggang Town, Yihuang County, Fuzhou City, Jiangxi Province	990	99%
Hongjia He	Block 315, Unit 21, Xinyun Street, Wensheng District, Liaoyang City, Liaoning Province	10	1%
Total		1000	100%

Exhibit 10.26

[English Translation]

Power of Attorney Agreement

Date: May 1, 2017

I, **Min Luo**, a citizen of the People's Republic of China (the "**PRC**"), with identity card number of 362527198302280018, holds 99% of the entire registered capital ("**My Equity Interest**") of **Hunan Qudian Technology Development Co., Ltd.** (the "**Domestic Company**"). I hereby issue this Power of Attorney Agreement to specify the following matters concerning My Equity Interest:

1. I irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as my sole agent and authorized representative to act on my behalf with respect to all matters relating to My Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to me under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of My Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on my behalf.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the Exclusive Call Option Agreement on my behalf to the extent that I am required to be a party thereto, and perform the terms of the Equity Interest Pledge Agreement and the Exclusive Call Option Agreement, dated even date herewith, to which I am a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, I irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of My Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of My Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon me and My Equity Interest. For this purpose, I acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of My Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by me to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of My Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as my agent to execute all such necessary documents on my behalf, in which case such documents executed by the WFOE on my behalf shall be legally binding upon me; (4) take all other steps necessary or advisable for the disposal of My Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of My Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of me.

5. As long as I am a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies me in writing to terminate this Power of Attorney Agreement in whole or in part, I shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon my successors and assignees, and I shall cause my successors or assignees, if applicable, to execute similar power of attorney agreement.

7. I hereby waive, and shall not exercise, all rights granted to the WFOE relating to My Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Min Luo

By: /s/ Min Luo
Name: Min Luo

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.27

[English Translation]

Power Of Attorney Agreement

Date: May 1, 2017

I, **Hongjia He**, a citizen of the People's Republic of China (the "**PRC**"), with identity card number of 211003198502153652, holds 1% of the entire registered capital ("**My Equity Interest**") of **Hunan Qudian Technology Development Co., Ltd.** (the "**Domestic Company**"). I hereby issue this Power of Attorney Agreement to specify the following matters concerning My Equity Interest:

1. I irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as my sole agent and authorized representative to act on my behalf with respect to all matters relating to My Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to me under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of My Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on my behalf .

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the Exclusive Call Option Agreement on my behalf to the extent that I am required to be a party thereto, and perform the terms of the Equity Interest Pledge Agreement and the Exclusive Call Option Agreement, dated even date herewith, to which I am a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, I irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of My Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of My Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon me and My Equity Interest. For this purpose, I acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of My Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by me to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of My Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be Ehereby irrevocably authorized as my agent to execute all such necessary documents on my behalf, in which case such documents executed by the WFOE on my behalf shall be legally binding upon me; (4) take all other steps necessary or advisable for the disposal of My Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of My Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of me.

5. As long as I am a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies me in writing to terminate this Power of Attorney Agreement in whole or in part, I shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon my successors and assignees, and I shall cause my successors or assignees, if applicable, to execute similar power of attorney agreement.

7. I hereby waive, and shall not exercise, all rights granted to the WFOE relating to My Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Hongjia He

By: /s/ Hongjia He
Name: Hongjia He

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.28

[English Translation]

EXCLUSIVE BUSINESS COOPERATION AGREEMENT

This Exclusive Business Cooperation Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on May 1, 2017 by and between:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**
Address: Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic and Technological Development Zone, Ganzhou City, Jiangxi Province

Party B: **Hunan Qudian Technology Development Co., Ltd.**
Address: 1140 Incubator, Professional Building, Software Center Building, 662 Lugu Avenue, High-tech Development Zone, Changsha.

Party A and Party B are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party A is a wholly foreign-owned company registered in China possessing necessary resources in computer software and hardware, network technology, communication technology, technology transfer, technology service and technology consulting;

2. Party B is a domestic limited liability company registered in China;

3. Party A agrees to utilize its human resource, technology and information advantages to exclusively provide Party B with technology service, technology consulting and other services relating to the production and development of computer software (as further detailed below) during the term hereof, and Party B agrees to accept such service from Party A or its designees in accordance with this Agreement.

NOW, THEREFORE, through mutual consultation, Party A and Party B agree as follows:

1. **Provision of Service By Party A**

   1.1 In accordance with the terms and conditions of this Agreement, Party B hereby appoints Party A as the exclusive service provider of Party B during the term hereof to provide Party B with overall business support, technology service and consulting service, including all or part of services within the business scope of Party B as decided by Party A from time to time, including, without limitation, research and development and design of computer software and hardware, development of network technology and communication technology; technology transfer, technology consulting, technology service and technology training ("**Services**").

   1.2 Party B agrees to accept consulting and the Services provided by Party A. Party B further agrees that it shall not accept any consulting and/or services from, or cooperate with, any third party in relation to the matters specified hereunder during the term hereof, unless with the prior written consent of

1.3 Party A. Party A may designate a third party (such designee may enter into certain agreements described in Article 1.3 hereof with Party B) to provide consulting and/or the Services to Party B hereunder.

1.4 Manner of Provision of Services

1.4.1 Party A and Party B agree that they may enter into other technology service agreements and consulting service agreements directly or through their respective affiliates during the term hereof to provide for the details, manner of provision, personnel and fees of specific technology service and consulting service.

1.4.2 In order to perform this Agreement, Party A and Party B agree that they may enter into an agreement for licensing intellectual property, including, without limitation, software, trademarks, patents and technical know-how, directly or through their respective affiliates during the term hereof to allow Party B's use of Party A's relevant intellectual property in accordance with Party B's business requirements.

1.4.3 In order to perform this Agreement, Party A and Party B agree that they may enter into an equipment or plant lease directly or through their respective affiliates during the term hereof to allow Party B's use of Party A's relevant equipment or plant in accordance with Party B's business requirements.

1.4.4 Party A may subcontract, at its own discretion, part of the Services for Party B hereunder to a third party.

1.4.5 Party B hereby grants Party A an irrevocable and exclusive call option whereby Party A may acquire, at its own discretion, from Party B all or any part of assets and business to the extent permitted by the laws and regulations of the PRC for the lowest possible price permitted by the laws of the PRC. In such case, the Parties may separately enter into an asset or business transfer agreement to provide for the terms and conditions of such asset transfer.

2. **Calculation and Payment of Service Fee, Financial Statements, Audit and Taxes**

2.1 The Parties agree that with respect to the Services provided by Party A, Party B shall pay to Party A service fee in an amount equivalent to 100% of its net income ("**Service Fee**"). The Service Fee shall be paid on a monthly basis. During the term hereof, Party A shall have the right to adjust such Service Fee at its sole discretion without the consent of Party B. Party B shall (a) submit to Party A its management accounts and operational information for each month specifying the net income of Party B for such month ("**Monthly Net Income**"); (b) pay to Party A 100% of its net income ("**Monthly Payment**") within 30 days from the last date of such month. Party A shall issue an invoice for technology service fee to Party B within seven (7) business days from its receipt of such management accounts and operational information. Party B shall pay the invoiced amount within seven (7) business days from its receipt of the invoice. All payments shall be credited to a bank account designated by Party A by remittance or other means acceptable to the Parties. The Parties agree that Party A may change such payment instructions by notice to Party B from time to time.

2.2 Party B shall, within 90 days from the end of each financial year, (a) submit to Party A its audited financial statements for such financial year which shall be audited and certified by an independent certified public accountant approved by Party A; (b) pay to Party A any deficiency in the total amount of the Monthly Payments paid by Party B to Party A for such financial year as indicated by the audited financial statements.

2.3 Party B shall prepare financial statements consistent with the requirements of Party A in accordance with laws and business practices.

2.4 Party B shall allow Party A and/or its designated auditor to audit Party B's relevant books and records and make copies of such part of books and records as is deemed necessary at the main premises of Party B upon a notice from Party A five (5) business days in advance, so as to verify the accuracy of the amount of income and statements of Party B.

2.5 Each of the Parties hereto shall bear any tax liabilites arising from its performance of this Agreement.

3. **Intellectual Property, Confidentiality and Non-competition**

3.1 Party A shall have exclusive and ownership rights and interests in and to all rights, titles, interests and intellectual property rights arising from or created in the performance of this Agreement, including, without limitation, copyrights, patent rights, patent applications, trademarks, software, technical know-how, trade secrets or otherwise, whether developed by Party A or by Party B.

3.2 The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

3.3 Party B shall not, directly or indirectly, engage in any business other than those permitted by its business license and operating permit or any business competitive with those of Party A within the PRC, including investing in any entity engaging in any business competitive with those of Party A, nor shall it engage in any business other than those consented to by Party A in writing.

3.4 The Parties agree that this article shall continue in effect regardless of whether this Agreement is modified, rescinded or terminated or not.

4. **Representations and Warranties**

4.1 Party A represents and warrants that:

4.1.1 It is a company duly registered and validly existing under the laws of the PRC.

4.1.2 It enters and performs this Agreement within the scope of its legal personality and business operations; it has taken requisite corporate actions and been granted appropriate authorization and obtained the consents and approvals of third parties and governmental authorities, and will not violate laws or other restrictions binding upon or affecting it.

4.1.3 This Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms.

4.2 Party B represents and warrants that:

4.2.1 Each entity of Party B is a company duly registered and validly existing under the laws of the PRC.

4.2.2 Each entity of Party B enters and performs this Agreement within the scope of its legal personality and business operations; each of them has taken requisite corporate actions and been granted appropriate authorization and obtained the consents and approvals of third parties and governmental authorities, and will not violate laws or other restrictions binding upon or affecting it.

4.2.3 This Agreement constitutes their respective legal, valid and binding obligations, enforceable against them in accordance with its terms.

5. **Effectiveness and Term**

5.1 This Agreement has been entered into as of the date first written above and shall come into force as from such date. This Agreement shall be perpetually valid unless early terminated upon written decision of Party A in accordance with this Agreement or otherwise required in the laws of the PRC.

6. **Termination**

6.1 If any Party's term of operation expires within the term hereof, such Party shall promptly extend its term of operation to the greatest extent permitted by the laws of the PRC in order for this Agreement to continue to be valid and performed. If a Party's application for extension of term of operation is not approved or consented to by any competent authority, this Agreement shall terminate on the date when such Party's term of operation expires.

6.2 The rights and obligations of the Parties under Articles 3, 7 and 8 shall survive the termination of this Agreement.

6.3 Any early termination of this Agreement for any reason shall not release any Party from any obligations hereunder to make payment due prior to such termination, including, without limitation, the Service Fee, or any liability for breach of contract arising prior to such termination. Any payable Service Fee incurred prior to the termination of this Agreement shall be paid to Party A within fifteen (15) business days from such termination.

7. **Governing Law, Dispute Resolution and Change of Laws**

7.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and resolution of disputes arising hereunder shall be governed by the laws of the PRC.

7.2 Any dispute arising from the interpretation and performance of this Agreement shall be resolved by the Parties through good-faith consultation. If the Parties fail to agree upon the resolution of a dispute within 30 days from the date of any Party's request for the resolution of such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

7.3 If any dispute arises from the interpretation and performance of this Agreement or any dispute is under arbitration, the Parties shall continue to exercise their respective rights and perform their respective obligations under this Agreement save for the disputed matters.

8. **Liability for Breach of Contract and Indemnification**

8.1 If Party B materially breaches any covenant hereunder, Party A shall have the right to terminate this Agreement and/or seek damages from Party B; this Article 8.1 shall not preclude any other rights of Party A hereunder.

8.2 Party B shall in no event have the right to terminate or rescind this Agreement unless otherwise provided for in the laws of the PRC.

8.3 Party B shall indemnify and hold harmless Party A from and against any losses, damages, liabilities or costs incurred due to any litigations, claims or other demands against Party A arising or resulting from its provision of consulting and the Services upon the request of Party B, unless incurred due to any willful misconduct of Party A.

9. **Notices**

9.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

9.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

9.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Hunan Qudian Technology Development Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

9.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Party in accordance with this article.

10. **Assignment**

10.1 Party B shall not assign its rights and obligations hereunder to any third party without the prior written consent of Party A.

10.2 Party B agrees that Party A may assign its rights and obligations hereunder to any third party by prior written notice to Party B and without obtaining the consent of Party B.

11. **Severability**

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by law and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

12. **Amendment and Supplement**

Any amendment and supplement to this Agreement shall be in writing. Any amendment agreement and supplementary agreement entered into by the Parties relating to this Agreement shall be an integral part of this Agreement and shall have the same force and effect as this Agreement.

13. **Language and Counterparts**

This Agreement is executed in two counterparts, with each Party holding one counterpart, all of which shall have equal legal force.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal) (Seal)

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first written above.

Party B: Hunan Qudian Technology Development Co., Ltd. (Affix Company Seal) (Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.29

[English Translation]

EXCLUSIVE CALL OPTION AGREEMENT

This Exclusive Call Option Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on May 1, 2017 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**, a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province.

Party B: **Min Luo**, a PRC citizen, with his identity card number of 362527198302280018; **Hongjia He**, a PRC citizen, with his/her identity card number of 211003198502153652.

Party C: **Hunan Qudian Technology Development Co., Ltd.**, a limited liability company established and existing under the laws of the PRC, with its registered address at 1140 Incubator, Professional Building, Software Center Building, 662 Lugu Avenue, High-tech Development Zone, Changsha.

In this Agreement, Party A, Party B and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. The Persons of Party B are all the currently registered shareholders of Party C and hold 100% equity interest in Party C in the aggregate;

2. Subject to the laws of the PRC, Party B intends to transfer to Party A and/or any other entity or individual designated by it, and Party A intends to accept such transfer of, all the equity interest in Party C held by Party B;

3. Subject to the laws of the PRC, Party C intends to transfer to Party A and/or any other entity or individual designated by it, and Party A intends to accept such transfer of, the assets owned by Party C;

4. In order to consummate the aforesaid equity or asset transfer, Party B and Party C agree to grant, on an exclusive basis, respectively to Party A irrevocable Equity Call Option (as defined below) and Asset Purchase Option (as defined below), Party C agrees that Party B grants the Equity Call Option to Party A in accordance with this Agreement, and Party B agrees that Party C grants the Asset Purchase Option to Party A in accordance with this Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Equity Call Option and Asset Purchase Option

1.1 Grant of Options

Party B hereby irrevocably grants to Party A an irrevocable and exclusive option to purchase, or cause one or more designated Persons (each, a "**Designee**", subject to approval by the board of directors of Party A) to purchase, all or any part of equity interest in Party C held by any Person of Party B now or hereafter from such Person at any time, one or more times, at the price set forth in Article 1.3 hereof according to the steps for exercise as determined by Party A in its sole discretion (the "**Equity Call Option**"). No third Person other than Party A and the Designees shall have the right to purchase equity interest in Party C held by Party B or other rights related to equity interest in Party C held by Party B. Party C hereby agrees that Party B grants the Equity Call Option to Party A in accordance with this Agreement. "**Person**" referred to in this article and this Agreement means individual, company, joint venture, partnership, enterprise, trust or unincorporated organization.

Party C hereby irrevocably grants to Party A an irrevocable and exclusive option to purchase, or cause the Designee(s) to purchase, all or any part of assets owned by Party C now or hereafter from Party C at any time, one or more times, at the price set forth in Article 1.3 hereof according to the steps for exercise as determined by Party A in its sole discretion (the "**Asset Purchase Option**"). No third Person other than Party A and the Designees shall have the right to purchase assets of Party C or other rights related to assets of Party C. Party B hereby agrees that Party C grants the Asset Purchase Option to Party A in accordance with this Agreement.

Party A agrees to accept the aforesaid Equity Call Option and the Asset Purchase Option. For the avoidance of doubt, Party A may exercise any rights hereunder, including the Equity Call Option and/or the Asset Purchase Option, at any time after the execution and effectiveness of this Agreement. To the fullest extent permitted by the laws of the PRC, Party A shall have the right to exercise the rights hereunder, including the Equity Call Option and/or the Asset Purchase Option, against Party B or its successor or successor entity and Party C and its successor entity in accordance with the terms of this Agreement.

1.2 Steps for Exercise

1.2.1 Subject to the terms and conditions of this Agreement, to the extent permitted by the laws of the PRC, Party A shall determine the timing, method and times of its exercise of the Equity Call Option and the Asset Purchase Option in its absolute and sole discretion and shall have the right to request at any time Party B to transfer all or any part of its equity interest in Party C, or Party C to transfer all or any part of its assets, to it or the Designee(s).

1.2.2 With respect to the Equity Call Option, Party A shall have the right to determine in its sole discretion the amount of equity interest to be transferred by each Person of Party B to Party A and/or the Designee(s) in each exercise, and Party B shall transfer such amount of the Purchased Equity (as defined below) as requested by Party A to Party A and/or the Designee(s). Party A and/or the Designee(s) shall pay the transfer price to the transferring Person of Party B for the Purchased Equity acquired in each exercise.

1.2.3 With respect to the Asset Purchase Option, Party A shall have the right to determine the specific assets of Party C to be transferred by Party C to Party A and/or the Designee(s) in each exercise, and Party C shall transfer the Purchased Assets (as defined below) as requested by Party A to Party A and/or the Designee(s). Party A and/or the Designee(s) shall pay the transfer price to Party C for the Purchased Assets acquired in each exercise.

1.2.4 When Party A exercises the Equity Call Option or the Asset Purchase Option, it shall give a written notice (the "**Equity Purchase Notice**" or the "**Asset Purchase Notice**") to Party B, specifying (a) decision made by Party A or the Designee(s) on exercise of the Equity Call Option/the Asset Purchase Option; (b) the percentage of equity interest proposed to be purchased by Party A or the Designee(s) from Party B (the "**Purchased Equity**"), or the specific assets proposed to be purchased from Party C (the "**Purchased Assets**"); and (c) the purchase date/transfer date of the purchased equity or assets. After the receipt of such notice, Party B or Party C shall, pursuant to such notice, promptly transfer the Purchased Equity or the Purchased Assets to Party A and/or the Designee(s) in such way as described in this Agreement.

1.3 Transfer Price

1.3.1 With respect to the Equity Call Option hereunder, the transfer price corresponding to the Purchased Equity in each exercise by Party A shall be the lowest price permitted by the laws of the PRC applicable at the time of exercise; with respect to the Asset Purchase Option hereunder, the transfer price corresponding to the Purchased Assets in each exercise by Party A shall be the net book value of the Purchased Assets; if the lowest price permitted by the then applicable laws of the PRC is higher than the net book value of the Purchased Assets, the transfer price shall be the lowest price permitted by the laws of the PRC.

1.3.2 The Parties hereby agree that, after Party A exercises the Equity Call Option and/or the Asset Purchase Option, Party B and/or Party C shall pay all the transfer price collected thereby to Party A or another party designated by it without compensation.

1.4 Transfer of the Purchased Equity/the Purchased Assets

When Party A exercises the Equity Call Option and/or the Asset Purchase Option each time,

1.4.1 Party C shall, and Party B shall cause Party C to, promptly hold a shareholders' meeting, at which a resolution shall be adopted on the approval of the transfer of the Purchased Equity by Party B, or the transfer of the Purchased Assets by Party C, to Party A and/or the Designee(s);

1.4.2 each Person of Party B shall obtain consent from its respective shareholders' meeting, board of directors or other internal decision-making bodies having similar functions in connection with its transfer of the Purchased Equity to Party A and/or the Designee(s);

1.4.3 with respect to the transfer of the Purchased Equity to Party A and/or the Designee(s), Party B shall obtain a written statement from the other shareholders of Party C, in which they approve such transfer and waive the right of first refusal; meantime, when Party A exercises the Equity Call Option to purchase equity interest in Party C held by several Persons of Party B, the other Persons of Party B shall issue a written statement, in which they approve such transfer and waive the right of first refusal;

1.4.4 Party B shall enter into an equity transfer contract for each equity transfer with Party A and/or the Designee(s) (as applicable) in accordance with this Agreement and the Equity Purchase Notice, in the form and substance satisfactory to Party A; Party C shall enter into an asset transfer contract for each asset transfer with Party A and/or the Designee(s) (as applicable) in accordance with this Agreement and the Asset Purchase Notice, in the form and substance satisfactory to Party A;

1.4.5 the relevant Parties shall execute all other necessary contracts, agreements or documents (including, without limitation, amendment to the articles of association), obtain all necessary governmental licenses and permits (including, without limitation, business license) and take all necessary actions to transfer the valid title to the Purchased Equity and/or the Purchased Assets to Party A and/or the Designee(s), free and clear of any Security Interest, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Purchased Equity and/or the Purchased Assets, if applicable. For the purpose of this article and this Agreement, "**Security Interest**" includes security, mortgage, third party rights or interests, any call option, right to acquire, right of first refusal, right of set-off, ownership detainment or other security arrangements, for the sake of clarity, excluding any Security Interest created under this Agreement, the Equity Interest Pledge Agreement of Party B and the Power of Attorney Agreement of Party B. The "**Equity Interest Pledge Agreement of Party B**" referred to in this article and this Agreement means the Equity Interest Pledge Agreement entered into by Party A, Party B and Party C on the date hereof (in the form and substance set forth in Appendix I hereto), as amended, modified or restated; the "**Power of Attorney Agreement of Party B**" referred to in this article and this Agreement means the Power of Attorney Agreement executed by Party B to authorize Party A on the date hereof (in the form and substance set forth in Appendix II hereto), as amended, modified or restated.

2. Covenants

2.1 Covenants Concerning Party C

Party B (as the shareholders of Party C) and Party C hereby covenant that:

2.1.1 without the prior written consent of Party A, they shall not supplement, modify or amend the articles of association or bylaws of Party C in any form, increase or decrease its registered capital or otherwise change its registered capital structure;

2.1.2 they shall maintain the corporate existence of Party C according to good financial and business standards and practices, conduct its business and transact its affairs prudently and effectively and cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement executed by it on the date hereof;

2.1.3 without the prior written consent of Party A, they shall not sell, transfer, mortgage or otherwise dispose of lawful or beneficial interest in any assets, business or income of Party C or permit the encumbrance thereon of any Security Interest at any time from the date hereof;

2.1.4 after the statutory liquidation described in Article 3.6, Party B will fully pay Party A any remaining residual value collected on the basis of non-bidirectional payment or procure such payment; if such payment is prohibited by the laws of the PRC, Party B will pay such income to Party A or the party designated by Party A to the extent permitted by the laws of the PRC;

2.1.5 without the prior written consent of Party A, they shall not incur, inherit, guarantee or permit the existence of any debts, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to and approved by Party A in writing;

2.1.6 they shall always conduct all the business of Party C in the ordinary course of business to maintain the asset value of Party C and refrain from any act/omission that may affect the operation status and asset value of Party C;

2.1.7 without the prior written consent of Party A, they shall not cause Party C to enter into any material contract, except for the contracts entered into in the ordinary course of business (for the purpose of this paragraph, a contract shall be deemed as a material contract if its value exceeds RMB100,000);

2.1.8 without the prior written consent of Party A, they shall not cause Party C to provide any Person with loan or credit or any form of security;

2.1.9 upon request by Party A, they shall provide Party A with all information regarding the operation and financial status of Party C;

2.1.10 if requested by Party A, they shall procure and maintain insurance on assets and business of Party C, the amounts and types of which shall be consistent with those of the companies operating similar business, with an insurer acceptable to Party A;

2.1.11 without the prior written consent of Party A, they shall not cause or allow Party C to merge or consolidate with any Person or acquire or invest in any Person, or cause or allow Party C to sell its assets with value of more than RMB100,000;

2.1.12 they shall promptly notify Party A of any litigation, arbitration or administrative proceeding initiated or threatened in relation to the assets, business or income of Party C;

2.1.13 to retain Party C's title to all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or make necessary and appropriate defenses against all claims;

2.1.14 without the prior written consent of Party A, they shall ensure that Party C shall not distribute dividends to its shareholders in any form; provided, however, that Party C shall promptly distribute all distributable profits to its shareholders upon written request by Party A;

2.1.15 upon request by Party A, they shall appoint any Person designated by Party A as the director of Party C and/or remove the incumbent director of Party C; and

2.1.16 without the written consent of Party A, Party C shall not be dissolved or liquidated, unless mandatorily required by the laws of the PRC.

2.2 Acknowledgements and Covenants of Party B

Party B hereby acknowledges that:

2.2.1 to the fullest extent permitted by the laws of the PRC, any equity interest in Party C held by Party B now or hereafter shall not belong to community property of Party B (in the event that Party B is a natural Person) or hereditament and shall not be divided or inherited, nor shall Party B use its equity interest in Party C to assume debt repayment liability or security liability. If, due to any reason, such equity interest is divided, transferred or inherited, successor(s) or transferee(s) shall execute all documents requested by Party A (including, without limitation, this Agreement, the Equity Interest Pledge Agreement of Party B and the Power of Attorney Agreement of Party B).

Party B hereby covenants that:

2.2.2 without the prior written consent of Party A, it shall not sell, transfer, mortgage or otherwise dispose of any lawful or beneficial interest in its equity interest in Party C or permit the encumbrance thereon of any Security Interest, other than the pledge created on such equity interest in accordance with the Equity Interest Pledge Agreement of Party B;

2.2.3 it shall not request Party C to distribute dividends or make other forms of profit distribution in connection with its equity interest in Party C, propose a resolution thereon to the shareholders' meeting or vote in favor of such resolution at the shareholders' meeting. In any event, if Party B receives any proceeds, profit distribution or dividends from Party C, to the extent permitted by the laws of the PRC, Party B shall promptly pay or transfer such proceeds, profit distribution or dividends to Party A or the party designated by Party A for the benefit of Party C as the service fee payable by Party C to Party A under the Exclusive Business Cooperation Agreement;

2.2.4 it shall cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or other disposal of any lawful or beneficial interest in its equity interest in Party C or permit the encumbrance thereon of any Security Interest without the prior written consent of Party A, other than the pledge created on such equity interest in accordance with the Equity Interest Pledge Agreement of Party B;

2.2.5 it shall cause the shareholders' meeting or the board of directors of Party C not to approve merger or consolidation with any Person or acquisition of or investment in any Person without the prior written consent of Party A;

2.2.6 it shall promptly notify Party A of any litigation, arbitration or administrative proceeding initiated or threatened in relation to its equity interest in Party C;

2.2.7 it shall cause the shareholders' meeting or the board of directors of Party C to approve the transfer of the Purchased Equity hereunder and take any and all other actions that Party A may request;

2.2.8 to retain its ownership of its equity interest in Party C, it shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or make necessary and appropriate defenses against all claims;

2.2.9 upon request by Party A, it shall appoint any Person designated by Party A as the director of Party C;

2.2.10 upon request by Party A at any time, it shall promptly and unconditionally transfer its equity interest in Party C to the Designee(s) of Party A based on the Equity Call Option hereunder, and Party B hereby waives the right of first refusal, if any, with respect to the equity transfer by another existing shareholder of Party C; and

2.2.11 it shall strictly comply with this Agreement and other contracts entered into by Party B, Party C and Party A jointly or severally, perform its obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. If Party B has any remaining rights with respect to the equity interest under this Agreement or the Equity Interest Pledge Agreement among the Parties hereto or the Power of Attorney Agreement granted in favor of Party A, Party B shall not exercise such rights, unless according to the written instructions given by Party A.

2.3 Covenants of Party C

Party C hereby covenants that:

2.3.1 if the execution and performance of this Agreement and the grant of the Equity Call Option or the Asset Purchase Option hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing procedures with any governmental authority (if required in accordance with law), Party C will use its best efforts to assist the satisfaction of such conditions;

2.3.2 without the prior written consent of Party A, Party C will not assist or permit Party B to transfer or otherwise dispose of, or create any Security Interest or other third party rights on, any equity interest in Party C held by Party B;

2.3.3 without the prior written consent of Party A, Party C will not transfer or otherwise dispose of any material assets of Party C, or create any Security Interest or other third party rights on any assets of Party C;

2.3.4 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of Party A hereunder; and

2.3.5 Party C covenants that upon issuance of the Asset Purchase Notice by Party A for the exercise of the Asset Purchase Option: Party C shall immediately cause Party B to hold a shareholders' meeting and adopt a resolution of the shareholders' meeting and take all other necessary actions to approve the transfer by Party C of the Purchased Assets to Party A and/or the Designee(s) at the transfer price set forth herein; it shall immediately execute an asset transfer agreement with Party A and/or the Designee(s) to transfer all the Purchased Assets to Party A and/or the Designee(s) at the transfer price set forth herein, and shall cause all shareholders of Party C to provide necessary supports to Party A in accordance with requirements of Party A, laws and regulations (including provision and execution of all relevant legal documents, completion of all governmental approval and registration formalities and assumption of all relevant obligations), such that Party A and/or the Designee(s) shall obtain the ownership of the Purchased Assets, free and clear of any legal defects and any Security Interest, third party rights or any other restrictions.

3. Representations and Warranties

3.1 Each Person of Party B hereby severally but not jointly represents and warrants that, as of the date hereof and each transfer date of the Purchased Equity:

3.1.1 with respect to a natural Person, he is a PRC citizen with full capacity to act, has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party. With respect to a Person other than a natural Person, it is a legal entity validly established and lawfully existing under the laws of the PRC, has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.1.2 he or it has full power and authority to execute, deliver and perform this Agreement and all other documents to be executed by him or it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.1.3 this Agreement has been lawfully and duly executed and delivered by him or it. This Agreement constitutes his or its legal and binding obligations enforceable against him or it in accordance with the terms hereof.

3.1.4 he or it is the registered shareholder of the Purchased Equity; other than the pledge right created under the Equity Interest Pledge Agreement of Party B and the proxy rights created under the Power of Attorney Agreement of Party B, the Purchased Equity held by him or it is free and clear of any lien, pledge right, claim right and other Security Interest and third party rights. In accordance with this Agreement, Party A and/or the Designee(s) may, upon exercise of option, obtain good title to the Purchased Equity, free and clear of any lien, pledge right, claim right and other Security Interest or third party rights.

3.2 Party C hereby represents and warrants as follows:

3.2.1 It is a limited liability company duly registered and lawfully existing under the laws of the PRC with independent legal person status. It has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.2.2 It has full internal power and authority to execute, deliver and perform this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.2.3 This Agreement has been lawfully and duly executed and delivered by it. This Agreement constitutes its legal and binding obligations.

3.2.4 The assets of Party C are free and clear of any lien, mortgage right, claim right and other Security Interest and third party rights. In accordance with this Agreement, Party A and/or the Designee(s) may, upon exercise of option, obtain good title to the assets of Party C, free and clear of any lien, mortgage right, claim right and other Security Interest or third party rights.

3.3 Party A represents and warrants as follows:

3.3.1 It is a wholly foreign-owned enterprise duly registered and lawfully existing under the laws of the PRC with independent legal person status. It has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.3.2 It has full internal power and authority to execute, deliver and perform this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.3.3 This Agreement has been lawfully and duly executed and delivered by it. This Agreement constitutes its legal and binding obligations.

4. Effective Date

This Agreement shall become effective from the date on which it is duly executed by the Parties. This Agreement shall be terminated after all assets of Party C and all equity interest in Party C held by Party B have been lawfully transferred to Party A and/or another Person designated by it in accordance with the provisions hereof.

5. Governing Law and Dispute Resolution

5.1 Governing Law

The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC.

5.2 Dispute Resolution

Any dispute arising from the interpretation and performance of this Agreement shall be first resolved by the Parties through friendly consultation. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests the other Parties to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

6. Taxes and Expenses

Each Party shall pay any and all transfer and registration taxes, costs and expenses incurred by it or levied on it in connection with the preparation and execution of this Agreement and the relevant transfer contract and consummation of the transactions contemplated hereby and thereby in accordance with the laws of the PRC.

7. Notices

7.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

7.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Min Luo
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Hongjia He
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Hongjia He
Telephone: 86-1851-0049-810

Party C:

Hunan Qudian Technology Development Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

7.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

8. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

9. Further Assurance

The Parties agree to promptly execute such documents and take such further actions as reasonably necessary or desirable in connection with the implementation of various provisions and purpose of this Agreement.

10. Liabilities for Breach of Contract

10.1 If Party B or Party C materially violates any provision of this Agreement, Party A shall have the right to terminate this Agreement and/or claim damages against Party B or Party C; this Article 10 shall not prejudice any other rights of Party A hereunder.

10.2 Unless otherwise provided by laws, in no event shall Party B or Party C have the right to terminate or rescind this Agreement.

11 Miscellaneous

11.1 Amendment, Modification and Supplement

This Agreement may not be amended, modified or supplemented except by an agreement in writing signed by all the Parties.

11.2 Entire Contract

Unless as amended, supplemented or modified in writing after the execution of this Agreement, this Agreement shall constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior negotiations, statements and contracts, both oral and written, with respect to the subject matter hereof.

11.3 Headings

The headings in this Agreement are inserted for the convenience of reference only and shall not be used for the interpretation or construction of, or otherwise affect, the meanings of provisions hereof.

11.4 Language and Counterparts

This Agreement is written in the Chinese language in four (4) counterparts with each Party holding one (1) copy. They have the same legal effect.

11.5 Severability

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

11.6 Successor

This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors/heirs and permitted assignees.

11.7 Survival

11.7.1 Any obligations accrued or due hereunder prior to the expiration or early termination of this Agreement shall continue in force and effect after the expiration or early termination of this Agreement.

11.7.2 Articles 5, 7 and 8 and this Article 11.7 shall survive the termination of this Agreement.

11.8 Waiver

Any Party may waive the terms and conditions hereof, provided, however, that such waiver must be made in writing and signed by the Parties. No waiver by any Party under certain circumstance with respect to a breach by the other Parties shall operate as a waiver by such Party with respect to similar breach under other circumstances.

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EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on May 1, 2017 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd**., a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province (the "**Pledgee**").

Party B: **Min Luo**, a PRC citizen, with his identity card number of 362527198302280018;.
Hongjia He, a PRC citizen, with his/her identity card number of 211003198502153652.
(Min Luo and Hongjia He are referred to collectively as the "**Pledgors**.")

Party C: **Hunan Qudian Technology Development Co., Ltd**., a limited liability company established and existing under the laws of the PRC, with its registered address at 1140 Incubator, Professional Building, Software Center Building, 662 Lugu Avenue, High-tech Development Zone, Changsha.

In this Agreement, the Pledgee, the Pledgors and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party C is a limited liability company registered in Changsha, Hunan Province, the PRC. The Pledgors are shareholders of Party C, and the total amount of their capital contribution is RMB 10,000,000. Party C acknowledges the respective rights and obligations of the Pledgors and the Pledgee hereunder and agrees to provide any necessary assistance to register the Pledge Right.

2. The Pledgee is a wholly foreign-owned enterprise registered in Ganzhou, Jiangxi Province, the PRC. The Pledgee and Party C entered into the Exclusive Business Cooperation Agreement on May 1, 2017 (the "**Exclusive Business Cooperation Agreement**"), the Pledgee, the Pledgors and Party C entered into the Exclusive Call Option Agreement on May 1, 2017 (the "**Exclusive Call Option Agreement**"), and the Pledgors executed the Power of Attorney Agreement to authorize the Pledgee on May 1, 2017 (the "**Power of Attorney Agreement**"; together with the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement and this Agreement, the "**Control Agreements**").

3. To guarantee the collection by the Pledgee from Party C of all amounts due and payable by Party C, including, without limitation, consulting and service fees, and guarantee the performance by Party C and the Pledgors of other obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement, the Pledgors pledge all of their Equity Interest in Party C as security for the obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this

4. Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Definitions

Unless otherwise provided by this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge Right**" means the security interest granted by the Pledgors to the Pledgee in accordance with Article 2 hereof, i.e. the right of the Pledgee to be repaid in priority out of the proceeds from the conversion, auction or sale of the Equity Interest.

1.2 "**Equity**" or "**Equity Interest**" means all equity interest in Party C lawfully held now and acquired hereafter by the Pledgors as set forth in Article 2.1 hereof.

1.3 "**Pledge Term**" means the term set forth in Article 3 hereof.

1.4 "**Contractual Obligations**" shall mean all obligations of the Pledgors and Party C under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement (including, without limitation, the obligation to pay consulting and service fees to the Pledgee when they fall due and payable (whether on the specified due date, by early repayment or otherwise) in accordance with the Exclusive Business Cooperation Agreement).

1.5 "**Secured Indebtedness**" shall mean all direct, indirect and consequential losses and loss of foreseeable profits suffered by the Pledgee due to any Event of Default of the Pledgors and/or Party C. The basis for the amounts of such losses includes, but is not limited to, reasonable business plans and profit forecasts of the Pledgee, and all costs incurred by the Pledgee in connection with its enforcement of the Contractual Obligations against the Pledgors and/or Party C.

1.6 "**Event of Default**" means any of the circumstances set forth in Article 7 hereof.

1.7 "**Notice of Default**" means the notice given by the Pledgee in accordance with this Agreement to declare an Event of Default.

2. Pledge Right

2.1 As security for the prompt and full performance of the Contractual Obligations and the repayment of the Secured Indebtedness by the Pledgors and Party C, the Pledgors hereby pledge their Equity Interest in Party C (including the registered capital of (amount of capital contribution to) Party C currently owned by the Pledgors and all Equity Interest relating thereto, and other registered capital of (amount of capital contribution to) Party C likely to be acquired by the Pledgors hereafter and all Equity Interest relating thereto) ("**Equity**" or "**Equity Interest**") to the Pledgee by means of first priority pledge. As of the date hereof, the Equity Interest used by Party B for pledge is 100% Equity Interest in Party C held by Party B, representing 100% of the registered capital of Party C, i.e. RMB 10,000,000.

2.2 The Parties understand and agree that the monetary valuation arising from or relating to the Secured Indebtedness shall be a variable and floating valuation until the Settlement Date (as defined below).

2.3 If any of the following events (each an "**Event of Settlement**") occurs, the value of the Secured Indebtedness shall be determined based on the total amount of the Secured Indebtedness that are due, outstanding and payable to the Pledgee immediately prior to or on the date of occurrence of the Event of Settlement (the "**Determined Indebtedness**"):

(a) any other Control Agreement is terminated in accordance with its relevant provisions;

(b) the Event of Default set forth in Article 7 hereof occurs and fails to be resolved, as a result of which the Pledgee gives a Notice of Default to the relevant Pledgors in accordance with Article 7.3;

(c) upon due inquiry, the Pledgee reasonably determines that the Pledgors and/or Party C is insolvent or could potentially be made insolvent; or

(d) any other event that requires the determination of the Secured Indebtedness in accordance with relevant laws of the PRC.

2.4 For the avoidance of doubt, the date on which an Event of Settlement occurs shall be the settlement date (the "**Settlement Date**"). The Pledgee shall have the right, at its option, to realize the Pledge Right in accordance with Article 8 on or after the Settlement Date.

2.5 During the Pledge Term, the Pledgee shall have the right to receive dividends or bonuses with respect to the Equity Interest. The Pledgors may receive dividends or bonuses with respect to the Equity Interest only with the prior written consent of the Pledgee. After the deduction of individual income tax payable by the Pledgors, dividends or bonuses received by the Pledgors with respect to the Equity Interest shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

2.6 The Pledgors may increase the capital of Party C only with the prior written consent of the Pledgee. Any increase in the capital contributed by the Pledgors to the registered capital of Party C as a result of any capital increase shall also be deemed as the Equity Interest pledged hereunder.

2.7 If Party C is required to be dissolved or liquidated in accordance with the mandatory provisions of the laws of the PRC, after Party C completes dissolution or liquidation procedures in accordance with law, any interests distributed to the Pledgors by Party C in accordance with law shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

3. Pledge Term

3.1 The Pledge Right shall become effective as of the date on which it is registered with the administrative authority for industry and commerce (the "**Registration Authority**") in the locality of Party C, and the term of the Pledge Right (the "**Pledge Term**") shall terminate until the Contractual Obligations and the Secured Indebtedness, for which the Pledge Right provides security, have been fully performed or repaid. The Parties agree that after the execution of this Agreement, the Pledgors and Party A shall promptly submit an application for the creation and registration of Equity pledge to the Registration Authority in accordance with the *Measures for the Registration of Equity Pledge with the Administrative Authorities for Industry and Commerce*. The Parties further agree to complete all Equity pledge registration formalities and obtain the registration notice issued by the Registration Authority within fifteen (15) days from the date on which the Registration Authority formally accepts the application for registration of Equity pledge. The Parties jointly acknowledge that, for the purpose of completing Equity pledge registration formalities, the Parties shall submit this Agreement or an Equity pledge contract which is executed in the form requested by the administrative authority for industry and commerce in the locality of Party C and truly reflects the information regarding the Pledge Right hereunder (the "**Pledge Agreement for Industrial and Commercial Registration**") to the administrative authority for industry and commerce. This Agreement shall apply to the matters not mentioned in the Pledge Agreement for Industrial and Commercial Registration. The Pledgors and Party C shall submit all necessary documents and complete all necessary formalities in accordance with the laws and regulations of the PRC and various requirements of the competent administrative authority for industry and commerce to ensure the Pledge Right is registered as soon as practicable after the submission of application.

3.2 During the Pledge Term, if Party C fails to perform the Contractual Obligations or repay the Secured Indebtedness in accordance with provisions, the Pledgee shall have the right, but not the obligation, to dispose of the Pledge Right in accordance with this Agreement.

4. Custody of Equity Records subject to the Pledge Right

4.1 During the Pledge Term set forth herein, the Pledgors shall deliver the original investment certificate and the original shareholder register recording the Pledge Right (and other documents reasonably requested by the Pledgee, including, without limitation, the Pledge Right registration notice issued by the administrative authority for industry and commerce) to the Pledgee for custody within one week from the date on which the Pledge Right is registered and created. The Pledgee shall keep custody of such documents during the entire Pledge Term set forth herein.

5. Representations and Warranties of the Pledgors and Party C

The Pledgors represent and warrant to the Pledgee as follows:

5.1 The Pledgors are the sole legal and beneficial owners of the Equity Interest and shall have lawful, good and full ownership of the Equity Interest, unless subject to the agreements otherwise entered into by the Pledgors and the Pledgee.

5.2 The Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with this Agreement.

5.3 Except for the Pledge Right, the Pledgors have created no security interest or other encumbrance on the Equity Interest, there is no dispute with respect to the ownership of the Equity Interest, the Equity Interest is not subject to attachment or other legal proceedings, and no similar action is threatened. The Equity Interest may be used for pledge and transfer in accordance with applicable laws.

5.4 The Pledgors' execution of this Agreement and exercise of their rights hereunder or performance of their obligations hereunder will not violate any laws or regulations, any agreements or contracts to which the Pledgors are a party, or any covenants made by the Pledgors to any third party.

5.5 All documents, information, statements and certificates provided by the Pledgors to the Pledgee are accurate, true, complete and valid.

Party C represents and warrants to the Pledgee as follows:

5.6 Party C is a limited liability company registered, incorporated and lawfully existing under the laws of the PRC with independent legal person status; it has full and independent legal status and capacity to execute, deliver and perform this Agreement.

5.7 Upon due execution by Party C, this Agreement constitutes its legal, valid and binding obligations.

5.8 Party C has full internal right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated hereby, and has full right and authority to consummate the transactions contemplated hereby.

5.9 There is no material security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on the assets owned by Party C, which may affect the rights and interests of the Pledgee in the Equity Interest.

5.10 There are no pending or, to the knowledge of Party C, threatened litigation, arbitration or other legal proceedings before any court or arbitral tribunal with respect to the Equity Interest, Party C or its assets, nor are there pending or, to the knowledge of Party C, threatened administrative procedures or penalty before any governmental or administrative authority with respect to the Equity Interest, Party C or its assets, which will have material or adverse effect on the economic condition of Party C or the Pledgors' ability to perform their obligations and guarantee liability hereunder.

5.11 Party C hereby agrees to bear joint and several liability to the Pledgee for the representations and warranties made by the Pledgors hereunder.

5.12 Party C hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and be fully complied with under any circumstances at any time prior to full performance of the Contractual Obligations or full satisfaction of the Secured Indebtedness.

6. Covenants and Further Agreements of the Pledgors and Party C

The Pledgors covenant and further agree as follows:

6.1 During the validity term hereof, the Pledgors hereby covenant to the Pledgee that:

6.1.1 except for the performance of the Exclusive Call Option Agreement entered into by the Pledgors, the Pledgee and Party C on May 1, 2017, without the prior written consent of the Pledgee, the Pledgors shall not transfer, or agree to others' transfer of, all or any part of the Equity Interest, create or permit to be created any security interest or other encumbrance which may affect the rights and interests of the Pledgee in the Equity Interest;

6.1.2 the Pledgors shall comply with all laws and regulations applicable to the pledge of rights, show any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant authority) in connection with the Pledge Right to the Pledgee within 5 days after the receipt of the same, and observe such notice, order or recommendation or make objections and statements with respect to such matters as reasonably requested by the Pledgee or upon approval of the Pledgee;

6.1.3 the Pledgors shall promptly notify the Pledgee of any event or notice received by the Pledgors which may have effect on the Pledgee's rights in the Equity Interest or any part thereof, together with any event or notice received by the Pledgors which may have effect on any warranty and other obligations of the Pledgors arising out of this Agreement.

6.2 The Pledgors agree that the Pledge Right acquired by the Pledgee in accordance with this Agreement shall not be suspended or prejudiced by the Pledgors or any of their successors or representatives or any other person through legal proceedings.

6.3 To protect or perfect the security interest granted hereunder, the Pledgors hereby covenant to execute in good faith and cause other parties who have interest in the Pledge Right to execute all certificates, agreements, deeds and/or covenants requested by the Pledgee. The Pledgors also covenant to do and cause other parties who have interest in the Pledge Right to do acts requested by the Pledgee, facilitate the exercise by the Pledgee of the rights and authority granted to it by this Agreement, and enter into all relevant documents regarding the ownership of the Equity Interest with the Pledgee or its designees (natural persons/legal persons). The Pledgors covenant to provide the Pledgee with all notices, orders and decisions requested by the Pledgee in connection with the Pledge Right during a reasonable period.

6.4 The Pledgors hereby covenant to the Pledgee that they will comply with and perform all warranties, covenants, agreements, representations and conditions hereunder. In the event of failure to perform or partial performance of their warranties, covenants, agreements, representations and conditions, the Pledgors shall indemnify the Pledgee for all losses caused thereby.

6.5 If any compulsory measures are imposed on the Equity Interest pledged hereunder by court or other governmental authorities due to any reason, the Pledgors shall use all endeavors, including, without limitation, provision of other warranties to the court or adoption of other measures, to release such compulsory measures taken by court or other authorities with respect to the Equity Interest.

6.6 If any possible decrease in the value of the Equity Interest is enough to prejudice the rights of the Pledgee, the Pledgee may request the Pledgors to provide additional mortgage or security; if the Pledgors fail to provide the same, the Pledgee may auction or sell the Equity Interest at any time and use the proceeds from such auction or sale for early satisfaction of the Secured Indebtedness or deposit; any costs arising therefrom shall be fully borne by the Pledgors.

6.7 Without the prior written consent of the Pledgee, the Pledgors and/or Party C shall not (or assist others to) increase, decrease or transfer the registered capital of Party C (or amount of capital contribution to Party C) or create any encumbrance thereon (including the Equity Interest). Subject to the foregoing, the Equity Interest in Party C registered and acquired by the Pledgors after the date hereof shall be referred to as the "Additional Equity." Immediately after the Pledgors acquire the Additional Equity, the Pledgors and Party C shall enter into a supplementary Equity pledge agreement with the Pledgee with respect to the Additional Equity, cause the board of directors and the shareholders' meeting of Party C to approve such supplementary Equity pledge agreement and deliver to the Pledgee all documents required by the supplementary Equity pledge agreement, including, without limitation, (a) the original investment certificate issued by Party C in connection with the Additional Equity; and (b) a certified copy of the capital verification report on the Additional Equity issued by a certified public accountant of the PRC. The Pledgors and Party C shall create and register the pledge of the Additional Equity in accordance with Article 3.1 hereof.

6.8 Unless the Pledgee gives prior written instructions to the contrary, the Pledgors and/or Party C agrees that if all or any part of the shares are transferred (split or inherited) between the Pledgors and any third Party (the "**Share Transferee**") in violation of this Agreement, the Pledgors and/or Party C shall ensure that the Share Transferee shall unconditionally acknowledge the Pledge Right and complete necessary pledge change registration formalities (including, without limitation, execution of relevant documents) to procure the existence of the Pledge Right.

6.9 If the Pledgee provides any loan to Party C, the Pledgors and/or Party C agrees to pledge the Equity Interest to grant the Pledge Right to the Pledgee so as to provide security for such further loan and complete relevant formalities as soon as practicable in accordance with requirements of laws, regulations or local practices (if any), including, without limitation, execution of relevant documents and completion of relevant pledge creation (or change) registration formalities.

Party C covenants and further agrees as follows:

6.10 If the execution and performance of this Agreement and the Equity pledge hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing formalities with any governmental authority (if required by law), Party C will endeavor to assist in obtaining and keeping them fully valid during the validity term hereof.

6.11 Without the prior written consent of the Pledgee, Party C shall not assist or permit the Pledgors to create any new pledge or grant any other security interest on the Equity Interest, nor shall it assist or permit the Pledgors to transfer the Equity Interest.

6.12 Party C agrees that it and the Pledgors shall jointly and strictly comply with the obligations under Articles 6.7, 6.8 and 6.9 hereof.

6.13 Without the prior written consent of the Pledgee, Party C shall not transfer its assets, create or permit to be created any security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on its assets which may affect the rights and interests of the Pledgee in the Equity Interest.

6.14 If there is any lawsuit, arbitration or other claims likely to have adverse effect on Party C, the Equity Interest or the interests of the Pledgee under the Control Agreements, Party C warrants that it will notify the Pledgee in writing as soon as possible without delay and take all necessary measures as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest.

6.15 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of the Pledgee under the Control Agreements or the Equity Interest.

6.16 During the first month of each calendar quarter, Party C will provide the Pledgee with the financial statements of Party C for the preceding calendar quarter, including, without limitation, balance sheet, income statement and cash flow statement.

6.17 Party C warrants that it will take all necessary measures and execute all necessary documents as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest together with the exercise and realization by the Pledgee of such interests.

6.18 If the exercise of the Pledge Right hereunder results in the transfer of any Equity Interest, Party C warrants that it will take all measures to complete such transfer.

6.19 Party B shall ensure and cause the other shareholders of Party C to ensure that Party C will complete the operation term extension registration formalities within three (3) months prior to the expiration of its operation term so that the validity of this Agreement shall be maintained.

7. Events of Default

7.1 The following circumstances shall be deemed as Events of Default:

7.1.1 Party C fails to fully pay consulting and service fees payable under the Exclusive Business Cooperation Agreement or fails to repay loan or violates any obligations of Party C under the Control Agreements;

7.1.2 any representation or warranty made by the Pledgors in Article 5 hereof contains material misrepresentations or errors, and/or the Pledgors violate any warranty contained in Article 5 hereof;

7.1.3 the Pledgors and Party C fail to complete Equity pledge registration with the Registration Authority in accordance with Article 3.1;

7.1.4 the Pledgors and Party C violate any provision of this Agreement;

7.1.5 unless specified by Article 6.1.1, the Pledgors transfer or intend to transfer or waive the pledged Equity or convey the pledged Equity without the written consent of the Pledgee;

7.1.6 loans, warranties, damages, covenants or other debts and liabilities owed by the Pledgors to any third party (1) are required to be early repaid or performed due to breach by the Pledgors; or (2) have become due but cannot be repaid or performed on schedule;

7.1.7 any approval, license, permit or authorization of the governmental authority that makes this Agreement enforceable, legal and valid is revoked, suspended, invalid or materially changed;

7.1.8 the promulgation of applicable laws makes this Agreement illegal or the Pledgors unable to continue the performance of their obligations hereunder;

7.1.9 adverse change in the property owned by the Pledgors causes the Pledgee to determine that the ability of the Pledgors to perform their obligations hereunder has been affected;

7.1.10 the successor or trustee of Party C can only perform the payment liability in part or refuses to perform the payment liability under the Exclusive Business Cooperation Agreement; and

7.1.11 any other circumstance under which the Pledgee cannot or may be unable to exercise the Pledge Right, including, without limitation, the circumstances under which the Pledgors are dead or lose civil capacity.

7.2 Upon knowledge or discovery of any circumstance set forth in Article 7.1 or the occurrence of any event that may lead to such circumstance, the Pledgors shall promptly notify the Pledgee in writing accordingly.

7.3 Unless the Events of Default set forth in Article 7.1 have been successfully resolved to the satisfaction of the Pledgee within thirty (30) days after the date of notice from the Pledgee, the Pledgee may give a Notice of Default to the Pledgors when an Event of Default occurs or at any time after the occurrence of an Event of Default, requesting the Pledgors to promptly pay all outstanding amounts due and payable under the Control Agreements and all other amounts due and payable to the Pledgee and/or repay loan and/or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of the Pledge Right

8.1 Without the written consent of the Pledgee, the Pledgors shall not transfer their Equity Interest in Party C.

8.2 When the Pledgee exercises the Pledge Right, it may give a Notice of Default to the Pledgors.

8.3 Subject to the provisions of Article 7.3, the Pledgee may exercise the right to enforce the Pledge Right when it gives a Notice of Default or at any time after it gives a Notice of Default in accordance with Article 7.2. Once the Pledgee elects to enforce the Pledge Right, the Pledgors shall have no rights or interests in the Equity Interest.

8.4 In the event of default, to the extent permitted, and in accordance with applicable laws, the Pledgee shall have the right to dispose of the pledged Equity and exercise all of its remedies and rights for breach of contract in accordance with law, including, without limitation, the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity. After all proceeds received by the Pledgee from the exercise of the Pledge Right are used to satisfy the Secured Indebtedness, any remaining amount shall be paid to the Pledgors or the persons entitled to it (without any interest accrued thereon). The Pledgee shall not be liable for any loss caused by its reasonable exercise of its remedies and rights for breach of contract. The Pledgee shall have the right, at its option, to exercise any of its remedies for breach of contract simultaneously or successively. The Pledgee shall not be required to exercise other remedies for breach of contract before its exercise of the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity hereunder.

8.5 When the Pledgee disposes of the Pledge Right in accordance with this Agreement, the Pledgors and Party C shall provide necessary assistance so that the Pledgee can enforce the Pledge Right in accordance with this Agreement.

8.6 All out-of-pocket expenses, taxes and all legal costs relating to the creation of the Equity pledge and the realization of the Pledgee’s rights hereunder shall be borne by the Pledgors, except for those borne by the Pledgee in accordance with laws. The Pledgee shall have the right to fully deduct reasonable costs incurred by it in connection with its exercise of any or all of its foregoing rights and powers from the proceeds obtained as a result of its exercise of such rights and powers.

8.7 The Parties acknowledge that the Investor Shareholders shall be liable only for their own breach of contract and shall bear no joint and several liability for breach by any other Party hereto.

9. Assignment

9.1 Without the prior written consent of the Pledgee, the Pledgors shall have no right to assign or delegate their rights and obligations hereunder.

9.2 This Agreement shall be binding upon the Pledgors and their successors and permitted assignees and shall be valid with respect to the Pledgee and each of its successors and assignees.

9.3 At any time, the Pledgee may assign any and all of its rights and obligations under the Exclusive Business Cooperation Agreement to its designees (natural persons/legal persons), in which case the assignees shall have the rights and obligations of the Pledgee hereunder, as if they were the original Parties hereto. When the Pledgee assigns its rights and obligations under the Exclusive Business Cooperation Agreement, upon request by the Pledgee, the Pledgors shall execute relevant agreements or other documents in connection with such assignment.

9.4 In the event of change of the Pledgee due to assignment, upon request by the Pledgee, the Pledgors shall enter into a new pledge contract with the new Pledgee on the same terms and conditions as those of this Agreement.

9.5 The Pledgors shall strictly comply with the provisions of this Agreement and other contracts jointly or severally executed by the Parties hereto or any of them, including the Exclusive Call Option Agreement and the Power of Attorney Agreement to authorize the Pledgee, perform the obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. The Pledgors shall not exercise any remaining rights in the Equity Interest pledged hereunder unless in accordance with the written instructions given by the Pledgee.

10. Termination

After the Exclusive Business Cooperation Agreement has been fully performed, the consulting and service fees thereunder have been fully paid and the obligations of Party C under the other Control Agreements have been terminated, this Agreement shall terminate and the Pledgee shall cancel or terminate this Agreement as soon as reasonably practicable.

Unless otherwise provided by laws, in no event shall the Pledgors or Party C have the right to terminate or rescind this Agreement.

11. Handling Fee and Other Expenses

All fees and out-of-pocket expenses relating to this Agreement, including, without limitation, attorneys' fee, costs of production, stamp duty and any other tax and fee, shall be borne by Party C. If the Pledgee is required to bear relevant taxes and fees by applicable laws, the Pledgors shall cause Party C to fully reimburse all taxes and fees already paid by the Pledgee.

12. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

13. Governing Law and Dispute Resolution

13.1 The execution, effectiveness, interpretation and performance of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC. Any matters not covered by officially promulgated and publicly available laws of the PRC shall be governed by international legal principles and practices.

13.2 Any dispute arising from the interpretation and performance of the provisions of this Agreement shall be resolved by the Parties through consultation in good faith. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

13.3 In the event of any dispute arising out of the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters in dispute, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder.

14. Notices

14.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

14.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

14.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Min Luo
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Hongjia He
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Hongjia He
Telephone: 86-1851-0049-810

Party C:

Hunan Qudian Technology Development Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

14.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

15. Severability

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

16. Appendix

The appendix hereto shall constitute an integral part of this Agreement.

17. Effectiveness

17.1 Any amendment, modification and supplement to this Agreement shall be made in writing and become effective after the Parties affix their signatures or seals and complete governmental registration procedures, if applicable.

17.2 This Agreement is made in five (5) counterparts. Each of the Pledgors, the Pledgee and Party C shall hold one (1) copy. One (1) copy shall be submitted to the Registration Authority. Each copy of this Agreement shall have the same effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal)

By: _____
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: _____
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Hongjia He

By: _____
Name: Hongjia He

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Hunan Qudian Technology Development Co., Ltd. (Affix Company Seal)

By: _____
Name: Min Luo

Power of Attorney Agreement

Date: May 1, 2017

I, [ ], a citizen of the People's Republic of China (the "**PRC**"), with identity card number of [ ], holds [ ]% of the entire registered capital ("**My Equity Interest**") of **Hunan Qudian Technology Development Co., Ltd.** (the "**Domestic Company**"). I hereby issue this Power of Attorney Agreement to specify the following matters concerning My Equity Interest:

1. I irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as my sole agent and authorized representative to act on my behalf with respect to all matters relating to My Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to me under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of My Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on my behalf .

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the Exclusive Call Option Agreement on my behalf to the extent that I am required to be a party thereto, and perform the terms of the Equity Interest Pledge Agreement and the Exclusive Call Option Agreement, dated even date herewith, to which I am a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, I irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of My Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of My Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon me and My Equity Interest. For this purpose, I acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of My Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by me to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of My Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as my agent to execute all such necessary documents on my behalf, in which case such documents executed by the WFOE on my behalf shall be legally binding upon me; (4) take all other steps necessary or advisable for the disposal of My Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of My Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of me.

5. As long as I am a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies me in writing to terminate this Power of Attorney Agreement in whole or in part, I shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney agreement in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon my successors and assignees, and I shall cause my successors or assignees, if applicable, to execute similar power of attorney agreement.

7. I hereby waive, and shall not exercise, all rights granted to the WFOE relating to My Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: [ ]

By: _____
Name: [ ]

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix Company Seal)

By: _____
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix Company Seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Hongjia He

By: /s/ Hongjia He
Name: Hongjia He

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Hunan Qudian Technology Development Co., Ltd. (Affix Company Seal)

(Seal)

By: /s/ Min Luo

Name: Min Luo

Exhibit 10.30

May 1, 2017

To: Hunan Qudian Technology Development Co., Ltd. (the "**VIE Entity**")

To Whom It May Concern:

To ensure the cash flow requirements of the VIE Entity's operations are met and/or to set off any loss accrued during such operations, the undersigned, Qudian Inc. (the "**Company**"), is obligated and hereby undertakes to provide unlimited financial support to the VIE Entity, to the extent permissible under the applicable PRC laws and regulations, whether or not any such operational loss is actually incurred. The form of financial support shall include, but not limited to, extension of cash, entrusted loans and borrowings. The Company will not request repayment of the loans or borrowings if the VIE Entity or its shareholders do not have sufficient funds or are unable to repay.

The undersigned agrees and acknowledges such undertaking shall be irrevocable and continuously valid from the date hereof until the earlier of (1) the date on which all of the equity interests of the VIE Entity have been acquired directly or indirectly by the Company or its designated representative (individual or legal person); or (2) the date of unilateral termination by the Company, at its sole and absolution discretion, by giving thirty (30) days prior written notice to the VIE Entity of its intention to terminate this letter.

Please confirm receipt of this letter by returning a signed copy of this letter to the undersigned.

Qudian Inc.

/s/ Min Luo

Name: Min Luo
Title: Authorized Signatory

Exhibit 10.37

Dated the 30th day of December 2016

Qudian Inc.
("Company")

and

ARK Trust (Hong Kong) Limited
("Trustee")

TRUST DEED

CONSTITUTING
QUDIAN INC.
EQUITY INCENTIVE TRUST

TABLE OF CONTENTS

THIS TRUST DEED is made the 30th day of December Two Thousand and Six

BETWEEN

(1) **Qudian Inc.**, a company incorporated in the Cayman Islands whose registered office is at the offices of Codan Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the "Company") of the one part; and

(2) **ARK Trust (Hong Kong) Limited**, a company incorporated in Hong Kong whose registered office is at Room 01-04, 15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong (the "Trustee") of the other part.

WHEREAS:

(A) The parties hereto establish, by the execution of this Trust Deed, and by the adoption by the Company of the Plan (as defined herein) and thereby facilitate the acquisition or transferring or holding of Shares or Awards for the benefit of such of the Participants of the Group Member according to the terms and conditions of the Plan and in such manner as the Administrator may determine from time to time;

(B) It is contemplated that the Company will allot and / or transfer the Shares, cash and may pay further sums or allot further Shares to the Trustee from time to time to enable the Trustee in the exercise of its powers to acquire the Shares and / or receive the Awards to be held upon the trust hereof or to pay expenses in relation to the administration of the Trust; and

(C) The Trustee has agreed to act as the first trustee of the Trust

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Trust Deed, unless the context otherwise requires, each of the following words and expressions shall have the meanings respectively shown opposite to it below:

"Administrator"	the Committee as defined in the Plan or in the absence of such Committee, the Board; provided that, as applied to determinations related to Awards granted to the chief executive officer of the Company, the Board, or a committee hereof, shall be the Administrator;
"Authorised Representative(s)"	Authorised representative(s) appointed by the Administrator to give instructions or notices to the Trustee on all matters in connection with the Plan and other matters in the routine administration of the Trust;
"Award(s)"	a Dividend Equivalent, Option, Restricted Share, Restricted Share Unit, Share Appreciation Right or Share Payment award granted to a Participant pursuant to the Plan;

“Board”	the board of directors of the Company;
“Business Day”	a day (other than Saturday) on which the relevant stock exchange is open for trading and on which banks are open for business in Hong Kong;
“Director”	a member of the board of directors of a Group Member;
“Dividend Equivalent”	a right to receive (in cash or other property or, subject to Section 11 of the Plan, a reduction in exercise price or base price of the relevant outstanding Award) dividends paid on Shares underlying the Award (or an amount equal to the dividends which would have been paid on such Shares, as if such Shares had been issued and outstanding during the relevant period) as provided under Section 11 of the Plan;
“Employee(s)”	any person who has an employment relationship with the Group Member and as defined in the Plan;
“Group Member”	the Company, any Subsidiary or any related entity as defined in the Plan;
“Option(s)”	an option / options to purchase Shares granted pursuant to the Plan;
“Participant(s)”	the holder(s) of an outstanding Award granted under the Plan;
“Plan”	2016 Equity Incentive Plan or such other share plan(s) adopted / to be adopted by the Company in its present form or as amended from time to time;
“Restricted Share”	a Share subject to restrictions and repurchase rights granted pursuant to the Plan;
“Restricted Share Unit”	the right to receive the Share at a future date granted pursuant to the Plan;
“ Share(s)”	ordinary share(s) of the Company, par value US$0.0001 per share or as adjusted in accordance with the terms of the Plan;
“Share Appreciation Right”	a right to receive a payment equal to the excess of the fair market value as defined in the Plan of a specified number of Shares on the date the Share Appreciation Right is exercised over the base price as set forth in the applicable award agreement, granted pursuant to the Plan;
“Share Payment”	a payment in the form of Shares, as part of any bonus, deferred compensation or other cash compensation arrangement, made in lieu of all or any portion of such bonus, deferred compensation or other cash compensation arrangement, granted pursuant to the Plan;

“Subsidiary”	any person controlled by the Company as defined in accordance with the terms of the Plan;
“Trust”	the trust constituted by this Trust Deed;
“Trustee”	the Trustee and any additional or replacement trustees, being the trustee or trustees for the time being declared in this Trust Deed;
“Trust Deed”	the provisions of this deed as restated, supplemented and amended from time to time pursuant to and in accordance with Clause 11;
“Trust Fund”	(a) all Awards granted by the Company pursuant to the Plan and/or transferred to the Trustee for the purpose of the Trust; (b) all Shares allotted to / acquired by the Trustee for the purpose of the Trust out of (i) cash paid to the Trustee by way of settlement or otherwise contributed by the Company and such other person, and (ii) cash income or net proceeds of sale of non-cash and non-scrip distribution in respect of the Shares so held under the Trust, related income, residual cash and such other scrip income (including but not limited to bonus Shares and scrip dividends declared by the Company) derived from the Shares held upon the Trust; and (c) all other properties from time to time representing (a) and (b) above;
“Trust Period”	the period beginning with the date of this deed and ending upon the first to happen of the following, namely: (a) the date the Plan is terminated according to the terms of the Plan; (b) the date when an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company); or (c) such date of early termination as determined by the Board.
“US$”	United States dollar, the lawful currency of United States;

1.2 For the purposes of the interpretation of this Trust Deed:

(a) the headings are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of this Trust Deed;

(b) references to Clauses and Schedules are references to clauses and schedules of this Trust Deed;

(c) references to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute;

(d) expressions in the singular shall include the plural and vice versa;

(e) expressions in any gender shall include other genders; and

(f) references to persons shall include bodies corporate, corporations, partnerships, sole proprietorships, organizations, associations, enterprises, branches and entities of any other kind.

2. PRINCIPAL TRUSTS

2.1 The Administrator shall, subject to and in accordance with the provisions of the Plan, be entitled (but shall not be bound) to, at any time during the continuation of the Plan, select any Participants and the number of Awards in such manner as the Administrator shall determine pursuant to the terms of the Plan.

2.2 After the selection of Participant(s) and the determination of the number of Awards and any condition(s) that must be attained by the relevant Participant(s) before any of the Award may vested in and exercised by such Participants under such Award, the Administrator or Authorised Representative shall notify the Trustee in writing upon the making of an Award under the Plan. Each Participant will be notified by the Administrator or Authorised Representative after an Award has been made to such Participant.

2.3 Subject to the provisions of Clause 13, the Trustee shall during the Trust Period hold the Awards UPON TRUST exclusively for all or such one or more of the Participants, being the beneficiaries of the Trust subject to the terms and conditions set out herein and in the Plan. In particular,

(a) the Trustee shall, subject to the receipt of (a) written exercise notice and such other requisite transfer documentation duly signed by the Participant and (b) a confirmation from the Administrator or Authorised Representative that all vesting conditions having been fulfilled, exercise the Award and transfer the relevant Shares, dividends, cash, sales proceeds, payment or such other rights and interests under the Award to the relevant Participant;

(b) if exercise date shall fall on any day on which the Company is restricted from allowing the exercise of an Award as provided in the Plan, the exercise of the Award shall be postponed. The Administrator or the Authorised Representative shall notify the Trustee in writing at least three (3) Business Days in advance if such exercise of the Award has to be postponed to a date as specified in such written notice;

(c) in the event of the dismissal for cause, termination of employment or relationship, disability or death of a Participant, the Trustee shall hold the Award according to the terms and conditions as specified in the Plan.

Where the Awards which are set aside for the Participants pursuant to the Plan do not vest by reason of a lapse of such Awards according to the Plan, the Trustee shall hold such Awards and all other income thereto exclusively for the benefit of all or more of the Participants as the Administrator shall in its absolute discretion at any time determine.

2.4 The Trustee shall, during the Trust Period, apply the trust fund including residual cash and proceeds (if any) towards (i) the payment of the fees, costs and expenses in connection with the adoption, administration and/or termination of the Trust and the Plan in accordance with Clause 7.3 and (ii) the remainder, if any, to be returned to the Company. For the purpose of this Clause 2.4, cash income shall include net proceeds of sale of non-cash or non-scrip distribution in respect of a Share held upon the Trust.

2.5 The Trustee shall hold the capital and income of the Trust Fund at the expiry of the Trust Period in accordance with the provisions of this Clause 2.5. If, at the expiry of the Trust Period the Trustee holds any Award, Share, Dividend, cash or such interests and payment which has not been set aside in favour of any Participant or such other income attributable thereto, then the Trustee shall within twenty-one (21) Business Days from the expiration of the Trust Period or after receiving notice of termination of the Plan, return such Award to the Company or sell such Shares and remit the proceeds of the sale (after making appropriate deductions in respect of stamp duty and other costs, liabilities and expenses in accordance with this Trust Deed) together with such other distribution, income and residual cash to the Company.

2.6 Notwithstanding anything hereinbefore contained but subject always to the provisions of Clause 13, it shall be lawful for the Trustee in exercise of its foregoing powers, duties and discretions to pay or apply the capital of the Trust Fund for the benefit of all or any one or more of the Participants:

(a) by acquisition of Shares to be held upon the trust hereof; and

(b) by transferring legal and/or beneficial interest in the Award and / or Shares to a Participant, in each case in accordance with the Plan.

2.7 In the exercise of their powers and discretions the Trustee shall at all times have regard to the purpose for which the Trust is established (as set out in Recital (A) above) and shall act in accordance with the Plan.

2.8 The Trustee shall not deal in Awards and / or Shares at any time if the Trustee is aware or has received notice in writing from the Administrator or Authorised Representative that any such dealing at that time would cause the Company or any Subsidiary or any director, officer or employee of the Company or any Subsidiary to be in breach of any provisions of the any applicable listing rules, law, rules or regulations, from time to time.

2.9 The discretions conferred upon the Trustee by this Trust Deed or by law shall be absolute and unfettered discretions and the Trustee shall not be obliged to give any person beneficially interested hereunder any reason or justification for any exercise or non-exercise of such discretions.

3. PAYMENTS TO THE TRUSTEE

3.1 Any of the Group Member may from time to time at its sole discretion to transfer, pay or credit sums of money to the Trustee for the acquisition of Shares to be held on trust in accordance with this Trust Deed.

3.2 It being the intention that any transfers, payments or credits made to the Trustee in accordance with this Trust Deed shall be entirely at the discretion of any of the Group Member making such transfer, payment or credit, nothing in this Trust Deed shall confer on the Trustee any right to have any such transfer, payment or credit made or create any trust in regard to the money intended to be transferred, paid or credited unless and until the same shall have been actually transferred, paid or credited to the Trustee.

4. INVESTMENT POWERS

The Trust Fund or any part of it shall be applied in acquisition of Shares or exercising Awards as provided in the Plan and insofar as the Trust Fund or any part of it is not so applied, it may be placed on current or deposit account with any bank and the Trustee shall not be required to invest, or to invest at interest, the Trust Fund or any part of it.

5. DIRECTIONS AND ADDITIONAL POWERS

5.1 In addition to all the powers vested in trustees by law or statute, the Trustee shall have the powers regarding the Trust Fund set out in this Trust Deed and the Schedule to this Trust Deed insofar as the exercise of the same shall not be inconsistent with the trusts of this Trust Deed.

5.2 Each such power shall be a separate power in addition and without prejudice to the generality of all other powers vested in the Trustee, and the Trustee may exercise all or any of the same from time to time, without the intervention of any Participant, in such manner and to such extent as it shall in its absolute discretion think fit.

5.3 Notwithstanding that the Trustee is the legal registered holder of the Award and / or Shares held upon trust pursuant to this Trust Deed, the Trustee shall not exercise the voting rights attached to such Awards and / or Shares unless directed by the Administrator or the Authorised Representative otherwise.

5.4 In the event the Company undertakes an open offer of new securities in respect of any Shares which are held by the Trustee under the Plan, the Trustee shall not subscribe for any new Shares unless directed by the Administrator or the Authorised Representative otherwise. In the event of a rights issue, the Trustee shall sell such amount of the nil-paid rights allotted to it as is appropriate and the net proceeds of sale of such rights shall be held as income of the Trust Fund and applied in the subscription of rights shares under the rights issue unless directed by the Administrator or the Authorised Representative otherwise.

5.5 In the event the Company issues bonus warrants in respect of any Shares which are held upon trust, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall sell the bonus warrants created and granted to it, the net proceeds of sale of such bonus warrants shall be held as income of the Trust Fund and shall be applied in accordance with Clause 2.4 unless directed by the Administrator or the Authorised Representative otherwise.

5.6 In the event the Company undertakes a scrip dividend plan, the Trustee shall elect to receive scrip Shares unless directed by the Administrator or the Authorised Representative otherwise.

5.7 In the event of other non-cash and non-scrip distribution made by the Company in respect of Shares held upon the Trust, the Trustee shall dispose of such distribution and the net sale proceeds thereof shall be deemed as the cash income of a Share held upon the Trust and shall be applied in accordance with Clause 2.4 unless directed by the Administrator or the Authorised Representative otherwise.

6. TRUSTEE

6.1 Subject to Clause 6.5, the Company shall have the power to appoint a new Trustee and to remove any person as a Trustee of the Trust on giving not less than one month’s notice in writing to such Trustee PROVIDED ALWAYS that the power conferred by this Clause 6.1 shall only be operative and capable of taking effect from the date on which the first mentioned Trustee receives notice in writing of such removal and the new trustee accepts office as such.

6.2 Where a new Trustee is appointed for the whole or any part or parts of the Trust Fund, the Company may appoint any person or persons as Trustee notwithstanding that such person or persons may be resident, domiciled, carrying on business or (if a body corporate) incorporated outside Hong Kong and so that (notwithstanding that thereafter there may be only one Trustee of the Trust Fund or the part or parts thereof) the receipt of such person or persons for the whole or such part or parts of the Trust Fund as may be paid or transferred to such person or persons pursuant to such appointment shall be a good discharge to any other Trustee accordingly.

6.3 A Trustee may, at any time, by written notice given to the Company, retire from his office at the expiry of one month from the date when such notice is received by the Company or any shorter period agreed in writing by the Company PROVIDED THAT such retirement shall not take effect unless there is a remaining Trustee or until immediately after a replacement Trustee is appointed (if there is no remaining Trustee).

6.4 An outgoing Trustee shall execute and do or make all such transfers or other documents, acts or things as may be necessary for vesting the Trust Fund in the new or continuing Trustee or placing it under its control and shall be bound and entitled to assume that any new Trustee is a proper person to have been appointed and the new or continuing Trustee shall cause the endorsement of a memorandum hereof as to the trusteeship in accordance with Clause 6.5 PROVIDED ALWAYS that where an outgoing Trustee is liable as a trustee hereof for any duties or taxes or fiscal impositions (including without prejudice to the generality of the foregoing words, capital gains, wealth, gifts, probate, succession, death or any other duties or taxes on capital or income) wheresoever arising and whether or not enforceable through the courts of the place where such Trustee is resident or where the Trust is for the time being administered then that Trustee shall not be bound to transfer the Trust Fund as aforesaid unless reasonable security is provided for indemnifying the Trustee against such liability.

6.5 On every change in the trusteeship a memorandum shall be endorsed on or permanently annexed to this Trust Deed stating the names of the person or persons who is or are the Trustee or Trustees for the time being and shall be signed by the persons so named and any person dealing with the affairs of the Trust shall be entitled to rely upon any such memorandum (or the latest of such memoranda if more than one) as sufficient evidence that the persons named therein are duly constituted Trustees.

7. REMUNERATION OF TRUSTEE

7.1 A Trustee or any director or other officer of a body corporate acting as a Trustee being an individual engaged in any profession or business, shall be entitled to be paid all usual professional or proper charges for work done by him, his firm or his company in connection with the Trust, on such terms and conditions as may have been agreed by the Company and the Trustee from time to time, including the right to remuneration and the incidence thereof whether such work is in the ordinary course of his profession or business or not, including acts which a trustee, not being in any profession or business, could have done personally.

7.2 Any corporate body acting as a trustee:

(a) may carry out, in its own office, in connection with the trusts declared in this Trust Deed, any business which by its constitution it is authorized to undertake and in which it is then, in fact, ordinarily engaged, upon the same terms as would for the time being be made with an ordinary customer and if it is a bank, it shall be entitled to act as a banker to and make advances to the Trustee in connection with the Trust, without accounting for any profit thereby made and in all respects as if it were not a Trustee;

(b) may employ as a banker or investment adviser or other agent, on behalf of the Trust, any company, firm or enterprise associated with it PROVIDED THAT such agent is authorized by its constitution to undertake such business and that it is, in fact, ordinarily so engaged and that all charges made by it for work done or services provided in connection with the Trust are reasonable and proper.

7.3 All reasonable fees, costs and expenses referred to in this Clause 7 properly incurred by the Trustee shall be funded to the extent possible from any cash income of the Trust Fund as provided under Clause 2.4. To the extent the cash income from the Trust Fund is not sufficient to fund all such fees, costs and expenses, the Company will provide the Trustee with additional funds to settle such fees, costs and expenses. For the avoidance of doubt, in the event the Trustee has to incur expenses (including fees charged by other professional advisors to the Trustee), no such expenditure shall be incurred without the prior written consent of the Administrator or the Authorised Representative.

8. PERSONAL INTERESTS OF TRUSTEE

8.1 No decision of or exercise of a power by the Trustee shall be invalidated or questioned on the grounds that the Trustee had an interest in a personal or fiduciary capacity in the result of any decision or in the exercising of any power and any such person may vote in respect thereof and be taken into account for the purposes of a quorum notwithstanding his interest.

8.2 A Trustee shall not be precluded from purchasing, holding or dealing with any debentures, debenture stock, shares or other securities whatsoever of the Group Member or from entering into any contract or other transaction with the Group Member or being interested in any such contract or transaction and none of them shall be in any manner whatsoever liable to account to the Group Member or the Participants for any profits made or benefits obtained by him or it thereby or in connection therewith.

8.3 Any Trustee or any associate or person or body connected with the Trustee to be employed and remunerated in any way connected with the Trust Fund may keep as his property (and without being liable to account therefor) any remuneration, fees or profits received by him in any such capacity, notwithstanding that his situation or office may have been obtained, held or retained by means or by reason of his position as a Trustee or of any shares, stock, property, rights or powers whatever belonging to or connected with the Trust Fund.

9. PROTECTION OF TRUSTEE

9.1 In the execution of the trusts and powers contained in this Trust Deed, no Trustee shall be liable for any loss arising by reason of any mistake or omission made in good faith by him except fraud, willful misconduct, negligence or default on the part of the Trustee who is sought to be made liable.

9.2 The Company HEREBY COVENANTS with the Trustee that it will at all times hereafter keep the Trustee fully indemnified and harmless both before as well as after any removal or retirement of a trustee pursuant to Clause 6 hereof against all claims, losses, demands, actions, proceedings, charges, expenses, costs, damages, taxes, duties and other liabilities that may be suffered or properly incurred by them or by any of them in connection with the execution of the trusts and powers of this Trust Deed other than liabilities arising as a consequence of fraud, willful misconduct, negligence or default of the Trustee.

10. INFORMATION SUPPLIED

The Trustee shall be entitled to rely, without further enquiry, on all information supplied to it *by* the Company and/or the Administrator and/or the Authorised Representative and/or any Subsidiary and/or any director or duly authorized officer of such company with regard to its duties as trustee of the Trust and in particular, but without prejudice to the generality of the foregoing, any notice given by the Company and/or the Administrator and/or the Authorised Representative and/or any Subsidiary and/or any director or duly authorized officer of the Company to the Trustee in respect of the vesting and exercising of an Award, the eligibility of any person to become or remain a Participant shall be conclusive.

11. POWER OF MODIFICATION AND PERPETUITY RESTRICTION

11.1 During the Trust Period, the Company shall have power, so as to bind the Trustee, to vary, amend, modify, alter or extend the trusts, powers and provisions of this Trust Deed in any manner and in any particular whatsoever by deed delivered to the Trustee revocable (during the Trust Period) or irrevocable, which shall be expressed to be supplemental to this Trust Deed, and this Trust Deed shall then and construed and take effect as if the provisions of such deed were incorporated in this Trust Deed PROVIDED THAT

(a) no exercise of these powers may:

i) confer on any person other than a Participant any eligibility or entitlement to benefit; or

ii) extend the power conferred by this Clause 11 or remove the restrictions contained in this proviso without the prior consent of the Trustee in writing (such consent not to be unreasonably withheld or delayed); or

iii) be effective to amend Clauses 5 (in respect of the powers of the Trustee), 6.4, 7, 8 or 9, or otherwise to impose on the Trustee any obligations more onerous than their obligations under the Trust prior to such purported amendment without the prior consent of the Trustee in writing (such consent not to be unreasonably withheld or delayed);

(b) any such changes shall not have retrospective effect;

(c) any such changes shall only take effect upon the Trustee being notified in writing thereof; and

(d) any such changes will not affect any previous appointments made by the Trustee pursuant to this Trust.

11.2 Every power, authority or discretion conferred upon the Trustee or any other person and not expressly made, which is exercisable only during a period allowed by law, shall (notwithstanding anything to the contrary herein expressed or implied) only be exercisable during the Trust Period and during such further period if any (whether definite or indefinite) as in the case of the particular power, authority or discretion the law may allow.

12. PROPER LAW

The trust(s) hereby created is/are established under the laws of Hong Kong and subject as hereinafter provided the rights of the Participants and the rights, powers and duties of the Trustee under this Trust Deed and the construction of every provision of this Trust Deed shall be determined according to the laws of Hong Kong.

13. EXCLUSIONS FROM BENEFIT

Notwithstanding anything to the contrary herein expressed or implied:

13.1 no part of the Trust Fund or the income thereof shall at any time be paid or lent or otherwise applied nor shall any power or discretion in this Trust Deed or by law conferred on the Trustee or on any other person in any circumstances be exercisable or exercised in any manner which causes the Company or any Subsidiary to be in breach of any applicable law;

13.2 none of the powers, authorities or discretions hereby or by law conferred on the Trustee or on any person shall at any time or in any circumstances whatsoever be exercisable in any manner which may benefit the Company or any Subsidiary and no part of the capital or income of the Trust Fund shall at any time, or in any circumstances whatsoever, be paid to or applied for the benefit of the Company or any Subsidiary and any implied trust in favour of the Company arising by operation of law is hereby expressly excluded, provided that nothing in this Clause 13.2 shall operate to limit the power of the Trustee referred to in paragraph 3 of the Schedule to this Trust Deed; and

13.3 the right of a Participant to receive the Award held by the Trustee hereunder, shall be subject to such Award having vested in that Participant (and such vesting not having lapsed) in accordance with the Plan.

14. NATURE OF THE TRUST

Notwithstanding any provision of this Trust Deed

14.1 neither the provisions of this Trust Deed nor the Trust shall form part of any contract of employment between any Participant and any Group Member nor (save as specifically provided) shall they confer on any person, employees or former employees of any Group Member any legal or equitable rights whatsoever against any Group Member (save as objects of the Trust), the Trustee; and

14.2 a Participant ceasing to hold the office or employment by virtue of which he / she is or may be a Participant and eligible to participate in the Trust shall not be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under this Trust Deed which he / she might otherwise have enjoyed.

15. IRREVOCABILITY OF TRUSTS

The trusts hereby declared are irrevocable.

16. SEVERABILITY

Each and every provision of this Trust Deed shall be treated as a separate provision and shall be severally enforceable as such and in the event of any provision or provisions being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Trust Deed are unenforceable they shall be deemed to be deleted from this deed, and any such deletion shall not affect the enforceability of this deed as remain not so deleted.

17. COUNTERPARTS

This Trust Deed may have executed in any number of counterparts and by different parties on separate counterparts, each of which is an original but, together, they constitute one and the same agreement.

IN WITNESS whereof the parties have executed this Deed on the day hereinbefore written.

THE COMMON SEAL of	)	
Qudian Inc.	**)**	
was hereunto affixed	)	(Seal of Qudian Inc.)
in the presence of	)	/s/ Min Luo
/s/ Cark Yeung		

THE COMMON SEAL of	)	
Ark Trust (Hong Kong) Limited	**)**	
was hereunto affixed	)	(Seal of Ark Trust (Hong Kong) Limited)
in the presence of	)	/s/ WOO Pui Man /s/ LAM Hau Man
/s/ Ivy Shao		

SCHEDULE

ADDITIONAL POWERS OF THE TRUSTEE
(AS MENTIONED IN CLAUSE 5)

1. Power to accept additions to the Trust Fund and if it thinks fit to administer the same as one fund therewith for all purposes.

2. Subject to the relevant Plan, power to hold or allow to remain in the name or under the control of some or one only of the Trustee or of any person as nominee of the Trustee the whole or such part of the Trust Fund as the Trustee shall in its absolute discretion think fit and the Trustee shall not be liable for any loss to the Trust Fund or the income thereof occasioned by the exercise of this Power, except in the case of fraud, willful misconduct, negligence or default.

3. Power to apply the Trust Fund or any part of it or the whole or any part of the income of the Trust Fund in paying any stamp duty payable in respect of, and other costs, liabilities or expenses which may arise as a result of, any transfer of or agreement to transfer Shares to a Participant or which may otherwise arise out of the administration of the Trust Fund.

4. Power to pay any existing, future and contingent liabilities which may include any duties or taxes or other fiscal impositions (together with any related interest or penalties or surcharges) for which the Trustee may become liable in any part of the world and to have entire discretion as to the time and manner in which such existing, future and contingent liabilities which shall include any duties, taxes and fiscal impositions shall be paid and no person interested under this Trust Deed shall be entitled to make any claim whatsoever against the Trustee by reason of its making such payment, except in the case of fraud, willful misconduct, negligence or default.

5. Power to deduct or withhold from the sums of money credited to the Trustee by the Group Member or from any remittance from the Trustee to the Company or from or in respect of any amounts paid or property transferred by the Trustee to Participants any amounts for which the Trustee may as trustee be accountable to any third party related to the Plan.

6. Power to delegate to any other person or persons (including any one or more of themselves) all or any of the administrative and management functions and powers (including investment powers) invested in it either by virtue of this Trust Deed or by virtue of its office as trustee without being liable for the acts or defaults of any such delegate or for any loss to the Trust Fund resulting there from, except in the case of fraud, willful misconduct, negligence or default PROVIDED THAT the Trustee shall not be entitled to delegate the exercise of discretionary trusts and powers in relation to the Trust Fund which require or empower the determination of beneficial interests in the Trust.

7. If any transfer of property under this Trust Deed is to be made to a Participant who has not attained the age of 18 years, the Trustee may make such transfer direct to such Participant and the Trustee shall be discharged from obtaining a receipt or seeing to the application of such payment.

8. Power to make any payment to any Participant into such Participant's bank account and in such case the Trustee shall be discharged from obtaining a receipt or seeing to the application of such payment.

9. Power to employ and pay at the expense of the capital or income (as may be proper) of the Trust Fund any agent in any part of the world and whether a lawyer, banker, accountant, stockbroker or other agent to transact any business or do any act required to be transacted or done in the execution of the trusts hereof including the receipt and payment of money and the execution of documents.

10. Power in its absolute discretion to enter into any transaction with any other person or persons whether that person or persons is or are acting in a fiduciary capacity or not notwithstanding that the Trustee (or where there is more than one Trustee, any of them) may also be or be interested in such other person or persons and in like manner in all respects as if the Trustee (or where there is more than one Trustee, any of them) were not, or were not interested in, such other person or persons.

11. Power to take the opinion of legal counsel locally or where necessary or appropriate elsewhere concerning any matter in any way relating to this Trust or to their duties in connection with the trusts hereof and in all matters to act in accordance with the opinion of such counsel. The professional fees commissions and disbursements of all such legal advisers shall be payable in accordance with such engagement letter between the Company and the Trustee in relation to the appointment of such Trustee for the purpose of this Trust.

Exhibit 10.38

[English Transalation]

EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on June 20, 2017 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**, a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province (the "**Pledgee**").

Party B: **Min Luo**, a PRC citizen, with his identity card number of 362527198302280018 (the "**Pledger**").

Party C: **Xiamen Qudian Technology Co., Ltd.**, a limited liability company established and existing under the laws of the PRC, with its registered address at E 1st, third unit, building D, Xiamen international shipping center, No.97 Xiangyu Road, China (Fujian) Pilot Free Trade Zone, Xiamen.

In this Agreement, the Pledgee, the Pledger and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party C is a limited liability company registered in Xiamen, Fujian Province, the PRC. The Pledger is the shareholder of Party C, and the total amount of his capital contribution is RMB 10,000,000. Party C acknowledges the respective rights and obligations of the Pledger and the Pledgee hereunder and agrees to provide any necessary assistance to register the Pledge Right.

2. The Pledgee is a wholly foreign-owned enterprise registered in Ganzhou, Jiangxi Province, the PRC. The Pledgee and Party C entered into the Exclusive Business Cooperation Agreement on June 20, 2017 (the "**Exclusive Business Cooperation Agreement**"), the Pledgee, the Pledger and Party C entered into the Exclusive Call Option Agreement on June 20, 2017 (the "**Exclusive Call Option Agreement**"), and the Pledger executed the Power of Attorney Agreement to authorize the Pledgee on June 20, 2017 (the "**Power of Attorney Agreement**"; together with the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement and this Agreement, the "**Control Agreements**").

3. To guarantee the collection by the Pledgee from Party C of all amounts due and payable by Party C, including, without limitation, consulting and service fees, and guarantee the performance by Party C and the Pledger of other obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of Attorney Agreement and this Agreement, the Pledger pledge all of his Equity Interest in Party C as security for the obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of attorney agreement and this Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Definitions

Unless otherwise provided by this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge Right**" means the security interest granted by the Pledger to the Pledgee in accordance with Article 2 hereof, i.e. the right of the Pledgee to be repaid in priority out of the proceeds from the conversion, auction or sale of the Equity Interest.

1.2 "**Equity**" or "**Equity Interest**" means all equity interest in Party C lawfully held now and acquired hereafter by the Pledger as set forth in Article 2.1 hereof.

1.3 "**Pledge Term**" means the term set forth in Article 3 hereof.

1.4 "**Contractual Obligations**" shall mean all obligations of the Pledger and Party C under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of attorney agreement and this Agreement (including, without limitation, the obligation to pay consulting and service fees to the Pledgee when they fall due and payable (whether on the specified due date, by early repayment or otherwise) in accordance with the Exclusive Business Cooperation Agreement).

1.5 "**Secured Indebtedness**" shall mean all direct, indirect and consequential losses and loss of foreseeable profits suffered by the Pledgee due to any Event of Default of the Pledger and/or Party C. The basis for the amounts of such losses includes, but is not limited to, reasonable business plans and profit forecasts of the Pledgee, and all costs incurred by the Pledgee in connection with its enforcement of the Contractual Obligations against the Pledger and/or Party C.

1.6 "**Event of Default**" means any of the circumstances set forth in Article 7 hereof.

1.7 "**Notice of Default**" means the notice given by the Pledgee in accordance with this Agreement to declare an Event of Default.

2. Pledge Right

2.1 As security for the prompt and full performance of the Contractual Obligations and the repayment of the Secured Indebtedness by the Pledger and Party C, the Pledger hereby pledge his Equity Interest in Party C (including the registered capital of (amount of capital contribution to) Party C currently owned by the Pledger and all Equity Interest relating thereto, and other registered capital of (amount of capital contribution to) Party C likely to be acquired by the Pledger hereafter and all Equity Interest relating thereto) ("**Equity**" or "**Equity Interest**") to the Pledgee by means of first priority pledge. As of the date hereof, the Equity Interest used by Party B for pledge is 100% Equity Interest in Party C held by Party B, representing 100% of the registered capital of Party C, i.e. RMB 10,000,000.

2.2 The Parties understand and agree that the monetary valuation arising from or relating to the Secured Indebtedness shall be a variable and floating valuation until the Settlement Date (as defined below).

2.3 If any of the following events (each an "**Event of Settlement**") occurs, the value of the Secured Indebtedness shall be determined based on the total amount of the Secured Indebtedness that are due, outstanding and payable to the Pledgee immediately prior to or on the date of occurrence of the Event of Settlement (the "**Determined Indebtedness**"):

(a) any other Control Agreement is terminated in accordance with its relevant provisions;

(b) the Event of Default set forth in Article 7 hereof occurs and fails to be resolved, as a result of which the Pledgee gives a Notice of Default to the relevant Pledger in accordance with Article 7.3;

(c) upon due inquiry, the Pledgee reasonably determines that the Pledger and/or Party C is insolvent or could potentially be made insolvent; or

(d) any other event that requires the determination of the Secured Indebtedness in accordance with relevant laws of the PRC.

2.4 For the avoidance of doubt, the date on which an Event of Settlement occurs shall be the settlement date (the "**Settlement Date**"). The Pledgee shall have the right, at its option, to realize the Pledge Right in accordance with Article 8 on or after the Settlement Date.

2.5 During the Pledge Term, the Pledgee shall have the right to receive dividends or bonuses with respect to the Equity Interest. The Pledger may receive dividends or bonuses with respect to the Equity Interest only with the prior written consent of the Pledgee. After the deduction of individual income tax payable by the Pledger, dividends or bonuses received by the Pledger with respect to the Equity Interest shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

2.6 The Pledger may increase the capital of Party C only with the prior written consent of the Pledgee. Any increase in the capital contributed by the Pledger to the registered capital of Party C as a result of any capital increase shall also be deemed as the Equity Interest pledged hereunder.

2.7 If Party C is required to be dissolved or liquidated in accordance with the mandatory provisions of the laws of the PRC, after Party C completes dissolution or liquidation procedures in accordance with law, any interests distributed to the Pledger by Party C in accordance with law shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

3. Pledge Term

3.1 The Pledge Right shall become effective as of the date on which it is registered with the administrative authority for industry and commerce (the "**Registration Authority**") in the locality of Party C, and the term of the Pledge Right (the "**Pledge Term**") shall terminate until the Contractual Obligations and the Secured Indebtedness, for which the Pledge Right provides security, have been fully performed or repaid. The Parties agree that after the execution of this Agreement, the Pledger and Party A shall promptly submit an application for the creation and registration of Equity pledge to the Registration Authority in accordance with the *Measures for the Registration of Equity Pledge with the Administrative Authorities for Industry and Commerce*. The Parties further agree to complete all Equity pledge registration formalities and obtain the registration notice issued by the Registration Authority within fifteen (15) days from the date on which the Registration Authority formally accepts the application for registration of Equity pledge. The Parties jointly acknowledge that, for the purpose of completing Equity pledge registration formalities, the Parties shall submit this Agreement or an Equity pledge contract which is executed in the form requested by the administrative authority for industry and commerce in the locality of Party C and truly reflects the information regarding the Pledge Right hereunder (the "**Pledge Contract for Industrial and Commercial Registration**") to the administrative authority for industry and commerce. This Agreement shall apply to the matters not mentioned in the Pledge Contract for Industrial and Commercial Registration. The Pledger and Party C shall submit all necessary documents and complete all necessary formalities in accordance with the laws and regulations of the PRC and various requirements of the competent administrative authority for industry and commerce to ensure the Pledge Right is registered as soon as practicable after the submission of application.

3.2 During the Pledge Term, if Party C fails to perform the Contractual Obligations or repay the Secured Indebtedness in accordance with provisions, the Pledgee shall have the right, but not the obligation, to dispose of the Pledge Right in accordance with this Agreement.

4. Custody of Equity Records subject to the Pledge Right

4.1 During the Pledge Term set forth herein, the Pledger shall deliver the original investment certificate and the original shareholder register recording the Pledge Right (and other documents reasonably requested by the Pledgee, including, without limitation, the Pledge Right registration notice issued by the administrative authority for industry and commerce) to the Pledgee for custody within one week from the date on which the Pledge Right is registered and created. The Pledgee shall keep custody of such documents during the entire Pledge Term set forth herein.

5. Representations and Warranties of the Pledger and Party C

The Pledger represent and warrant to the Pledgee as follows:

5.1 The Pledger is the sole legal and beneficial owners of the Equity Interest and shall have lawful, good and full ownership of the Equity Interest, unless subject to the agreements otherwise entered into by the Pledger and the Pledgee.

5.2 The Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with this Agreement.

5.3 Except for the Pledge Right, the Pledger has created no security interest or other encumbrance on the Equity Interest, there is no dispute with respect to the ownership of the Equity Interest, the Equity Interest is not subject to attachment or other legal proceedings, and no similar action is threatened. The Equity Interest may be used for pledge and transfer in accordance with applicable laws.

5.4 The Pledger' execution of this Agreement and exercise of his rights hereunder or performance of his obligations hereunder will not violate any laws or regulations, any agreements or contracts to which the Pledger is a party, or any covenants made by the Pledger to any third party.

5.5 All documents, information, statements and certificates provided by the Pledger to the Pledgee are accurate, true, complete and valid.

Party C represents and warrants to the Pledgee as follows:

5.6 Party C is a limited liability company registered, incorporated and lawfully existing under the laws of the PRC with independent legal person status; it has full and independent legal status and capacity to execute, deliver and perform this Agreement.

5.7 Upon due execution by Party C, this Agreement constitutes its legal, valid and binding obligations.

5.8 Party C has full internal right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated hereby, and has full right and authority to consummate the transactions contemplated hereby.

5.9 There is no material security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on the assets owned by Party C, which may affect the rights and interests of the Pledgee in the Equity Interest.

5.10 There are no pending or, to the knowledge of Party C, threatened litigation, arbitration or other legal proceedings before any court or arbitral tribunal with respect to the Equity Interest, Party C or its assets, nor are there pending or, to the knowledge of Party C, threatened administrative procedures or penalty before any governmental or administrative authority with respect to the Equity Interest, Party C or its assets, which will have material or adverse effect on the economic condition of Party C or the Pledger' ability to perform his obligations and guarantee liability hereunder.

5.11 Party C hereby agrees to bear joint and several liability to the Pledgee for the representations and warranties made by the Pledger hereunder.

5.12 Party C hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and be fully complied with under any circumstances at any time prior to full performance of the Contractual Obligations or full satisfaction of the Secured Indebtedness.

6. Covenants and Further Agreements of the Pledger and Party C

The Pledger covenant and further agree as follows:

6.1 During the validity term hereof, the Pledger hereby covenant to the Pledgee that:

6.1.1 except for the performance of the Exclusive Call Option Agreement entered into by the Pledger, the Pledgee and Party C on June 20, 2017, without the prior written consent of the Pledgee, the Pledger shall not transfer, or agree to others' transfer of, all or any part of the Equity Interest, create or permit to be created any security interest or other encumbrance which may affect the rights and interests of the Pledgee in the Equity Interest;

6.1.2 the Pledger shall comply with all laws and regulations applicable to the pledge of rights, show any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant authority) in connection with the Pledge Right to the Pledgee within 5 days after the receipt of the same, and observe such notice, order or recommendation or make objections and statements with respect to such matters as reasonably requested by the Pledgee or upon approval of the Pledgee;

6.1.3 the Pledger shall promptly notify the Pledgee of any event or notice received by the Pledger which may have effect on the Pledgee's rights in the Equity Interest or any part thereof, together with any event or notice received by the Pledger which may have effect on any warranty and other obligations of the Pledger arising out of this Agreement.

6.2 The Pledger agrees that the Pledge Right acquired by the Pledgee in accordance with this Agreement shall not be suspended or prejudiced by the Pledger or any of his successors or representatives or any other person through legal proceedings.

6.3 To protect or perfect the security interest granted hereunder, the Pledger hereby covenants to execute in good faith and cause other parties who have interest in the Pledge Right to execute all certificates, agreements, deeds and/or covenants requested by the Pledgee. The Pledger also covenants to do and cause other parties who have interest in the Pledge Right to do acts requested by the Pledgee, facilitate the exercise by the Pledgee of the rights and authority granted to it by this Agreement, and enter into all relevant documents regarding the ownership of the Equity Interest with the Pledgee or its designees (natural persons/legal persons). The Pledger covenants to provide the Pledgee with all notices, orders and decisions requested by the Pledgee in connection with the Pledge Right during a reasonable period.

6.4 The Pledger hereby covenants to the Pledgee that they will comply with and perform all warranties, covenants, agreements, representations and conditions hereunder. In the event of failure to perform or partial performance of his warranties, covenants, agreements, representations and conditions, the Pledger shall indemnify the Pledgee for all losses caused thereby.

6.5 If any compulsory measures are imposed on the Equity Interest pledged hereunder by court or other governmental authorities due to any reason, the Pledger shall use all endeavors, including, without limitation, provision of other warranties to the court or adoption of other measures, to release such compulsory measures taken by court or other authorities with respect to the Equity Interest.

6.6 If any possible decrease in the value of the Equity Interest is enough to prejudice the rights of the Pledgee, the Pledgee may request the Pledger to provide additional mortgage or security; if the Pledger fail to provide the same, the Pledgee may auction or sell the Equity Interest at any time and use the proceeds from such auction or sale for early satisfaction of the Secured Indebtedness or deposit; any costs arising therefrom shall be fully borne by the Pledger.

6.7 Without the prior written consent of the Pledgee, the Pledger and/or Party C shall not (or assist others to) increase, decrease or transfer the registered capital of Party C (or amount of capital contribution to Party C) or create any encumbrance thereon (including the Equity Interest). Subject to the foregoing, the Equity Interest in Party C registered and acquired by the Pledger after the date hereof shall be referred to as the "Additional Equity." Immediately after the Pledger acquire the Additional Equity, the Pledger and Party C shall enter into a supplementary Equity pledge agreement with the Pledgee with respect to the Additional Equity, cause the board of directors and the shareholders' meeting of Party C to approve such supplementary Equity pledge agreement and deliver to the Pledgee all documents required by the supplementary Equity pledge agreement, including, without limitation, (a) the original investment certificate issued by Party C in connection with the Additional Equity; and (b) a certified copy of the capital verification report on the Additional Equity issued by a certified public accountant of the PRC. The Pledger and Party C shall create and register the pledge of the Additional Equity in accordance with Article 3.1 hereof.

6.8 Unless the Pledgee gives prior written instructions to the contrary, the Pledger and/or Party C agrees that if all or any part of the shares are transferred (split or inherited) between the Pledger and any third Party (the "**Share Transferee**") in violation of this Agreement, the Pledger and/or Party C shall ensure that the Share Transferee shall unconditionally acknowledge the Pledge Right and complete necessary pledge change registration formalities (including, without limitation, execution of relevant documents) to procure the existence of the Pledge Right.

6.9 If the Pledgee provides any loan to Party C, the Pledger and/or Party C agrees to pledge the Equity Interest to grant the Pledge Right to the Pledgee so as to provide security for such further loan and complete relevant formalities as soon as practicable in accordance with requirements of laws, regulations or local practices (if any), including, without limitation, execution of relevant documents and completion of relevant pledge creation (or change) registration formalities.

Party C covenants and further agrees as follows:

6.10 If the execution and performance of this Agreement and the Equity pledge hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing formalities with any governmental authority (if required by law), Party C will endeavor to assist in obtaining and keeping them fully valid during the validity term hereof.

6.11 Without the prior written consent of the Pledgee, Party C shall not assist or permit the Pledger to create any new pledge or grant any other security interest on the Equity Interest, nor shall it assist or permit the Pledger to transfer the Equity Interest.

6.12 Party C agrees that it and the Pledger shall jointly and strictly comply with the obligations under Articles 6.7, 6.8 and 6.9 hereof.

6.13 Without the prior written consent of the Pledgee, Party C shall not transfer its assets, create or permit to be created any security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on its assets which may affect the rights and interests of the Pledgee in the Equity Interest.

6.14 If there is any lawsuit, arbitration or other claims likely to have adverse effect on Party C, the Equity Interest or the interests of the Pledgee under the Control Agreements, Party C warrants that it will notify the Pledgee in writing as soon as possible without delay and take all necessary measures as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest.

6.15 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of the Pledgee under the Control Agreements or the Equity Interest.

6.16 During the first month of each calendar quarter, Party C will provide the Pledgee with the financial statements of Party C for the preceding calendar quarter, including, without limitation, balance sheet, income statement and cash flow statement.

6.17 Party C warrants that it will take all necessary measures and execute all necessary documents as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest together with the exercise and realization by the Pledgee of such interests.

6.18 If the exercise of the Pledge Right hereunder results in the transfer of any Equity Interest, Party C warrants that it will take all measures to complete such transfer.

6.19 Party B shall ensure and cause the other shareholders of Party C to ensure that Party C will complete the operation term extension registration formalities within three (3) months prior to the expiration of its operation term so that the validity of this Agreement shall be maintained.

7. Events of Default

7.1 The following circumstances shall be deemed as Events of Default:

7.1.1 Party C fails to fully pay consulting and service fees payable under the Exclusive Business Cooperation Agreement or fails to repay loan or violates any obligations of Party C under the Control Agreements;

7.1.2 any representation or warranty made by the Pledger in Article 5 hereof contains material misrepresentations or errors, and/or the Pledger violate any warranty contained in Article 5 hereof;

7.1.3 the Pledger and Party C fail to complete Equity pledge registration with the Registration Authority in accordance with Article 3.1;

7.1.4 the Pledger and Party C violate any provision of this Agreement;

7.1.5 unless specified by Article 6.1.1, the Pledger transfers or intend to transfer or waive the pledged Equity or convey the pledged Equity without the written consent of the Pledgee;

7.1.6 loans, warranties, damages, covenants or other debts and liabilities owed by the Pledger to any third party (1) are required to be early repaid or performed due to breach by the Pledger; or (2) have become due but cannot be repaid or performed on schedule;

7.1.7 any approval, license, permit or authorization of the governmental authority that makes this Agreement enforceable, legal and valid is revoked, suspended, invalid or materially changed;

7.1.8 the promulgation of applicable laws makes this Agreement illegal or the Pledger unable to continue the performance of his obligations hereunder;

7.1.9 adverse change in the property owned by the Pledger causes the Pledgee to determine that the ability of the Pledger to perform his obligations hereunder has been affected;

7.1.10 the successor or trustee of Party C can only perform the payment liability in part or refuses to perform the payment liability under the Exclusive Business Cooperation Agreement; and

7.1.11 any other circumstance under which the Pledgee cannot or may be unable to exercise the Pledge Right, including, without limitation, the circumstances under which the Pledger is dead or lose civil capacity.

7.2 Upon knowledge or discovery of any circumstance set forth in Article 7.1 or the occurrence of any event that may lead to such circumstance, the Pledger shall promptly notify the Pledgee in writing accordingly.

7.3 Unless the Events of Default set forth in Article 7.1 have been successfully resolved to the satisfaction of the Pledgee within thirty (30) days after the date of notice from the Pledgee, the Pledgee may give a Notice of Default to the Pledger when an Event of Default occurs or at any time after the occurrence of an Event of Default, requesting the Pledger to promptly pay all outstanding amounts due and payable under the Control Agreements and all other amounts due and payable to the Pledgee and/or repay loan and/or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of the Pledge Right

8.1 Without the written consent of the Pledgee, the Pledger shall not transfer his Equity Interest in Party C.

8.2 When the Pledgee exercises the Pledge Right, it may give a Notice of Default to the Pledger.

8.3 Subject to the provisions of Article 7.3, the Pledgee may exercise the right to enforce the Pledge Right when it gives a Notice of Default or at any time after it gives a Notice of Default in accordance with Article 7.2. Once the Pledgee elects to enforce the Pledge Right, the Pledger shall have no rights or interests in the Equity Interest.

8.4 In the event of default, to the extent permitted, and in accordance with applicable laws, the Pledgee shall have the right to dispose of the pledged Equity and exercise all of its remedies and rights for breach of contract in accordance with law, including, without limitation, the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity. After all proceeds received by the Pledgee from the exercise of the Pledge Right are used to satisfy the Secured Indebtedness, any remaining amount shall be paid to the Pledger or the persons entitled to it (without any interest accrued thereon). The Pledgee shall not be liable for any loss caused by its reasonable exercise of its remedies and rights for breach of contract. The Pledgee shall have the right, at its option, to exercise any of its remedies for breach of contract simultaneously or successively. The Pledgee shall not be required to exercise other remedies for breach of contract before its exercise of the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity hereunder.

8.5 When the Pledgee disposes of the Pledge Right in accordance with this Agreement, the Pledger and Party C shall provide necessary assistance so that the Pledgee can enforce the Pledge Right in accordance with this Agreement.

8.6 All out-of-pocket expenses, taxes and all legal costs relating to the creation of the Equity pledge and the realization of the Pledgee's rights hereunder shall be borne by the Pledger, except for those borne by the Pledgee in accordance with laws. The Pledgee shall have the right to fully deduct reasonable costs incurred by it in connection with its exercise of any or all of its foregoing rights and powers from the proceeds obtained as a result of its exercise of such rights and powers.

8.7 The Parties acknowledge that the Investor Shareholders shall be liable only for their own breach of contract and shall bear no joint and several liability for breach by any other Party hereto.

9. Assignment

9.1 Without the prior written consent of the Pledgee, the Pledger shall have no right to assign or delegate his rights and obligations hereunder.

9.2 This Agreement shall be binding upon the Pledger and his successors and permitted assignees and shall be valid with respect to the Pledgee and each of its successors and assignees.

9.3 At any time, the Pledgee may assign any and all of its rights and obligations under the Exclusive Business Cooperation Agreement to its designees (natural persons/legal persons), in which case the assignees shall have the rights and obligations of the Pledgee hereunder, as if they were the original Parties hereto. When the Pledgee assigns its rights and obligations under the Exclusive Business Cooperation Agreement, upon request by the Pledgee, the Pledger shall execute relevant agreements or other documents in connection with such assignment.

9.4 In the event of change of the Pledgee due to assignment, upon request by the Pledgee, the Pledger shall enter into a new pledge contract with the new Pledgee on the same terms and conditions as those of this Agreement.

9.5 The Pledger shall strictly comply with the provisions of this Agreement and other contracts jointly or severally executed by the Parties hereto or any of them, including the Exclusive Call Option Agreement and the Power of attorney agreement to authorize the Pledgee, perform the obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. The Pledger shall not exercise any remaining rights in the Equity Interest pledged hereunder unless in accordance with the written instructions given by the Pledgee.

10. Termination

After the Exclusive Business Cooperation Agreement has been fully performed, the consulting and service fees thereunder have been fully paid and the obligations of Party C under the other Control Agreements have been terminated, this Agreement shall terminate and the Pledgee shall cancel or terminate this Agreement as soon as reasonably practicable.

Unless otherwise provided by laws, in no event shall the Pledger or Party C have the right to terminate or rescind this Agreement.

11. Handling Fee and Other Expenses

All fees and out-of-pocket expenses relating to this Agreement, including, without limitation, attorneys' fee, costs of production, stamp duty and any other tax and fee, shall be borne by Party C. If the Pledgee is required to bear relevant taxes and fees by applicable laws, the Pledger shall cause Party C to fully reimburse all taxes and fees already paid by the Pledgee.

12. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

13. Governing Law and Dispute Resolution

13.1 The execution, effectiveness, interpretation and performance of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC. Any matters not covered by officially promulgated and publicly available laws of the PRC shall be governed by international legal principles and practices.

13.2 Any dispute arising from the interpretation and performance of the provisions of this Agreement shall be resolved by the Parties through consultation in good faith. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

13.3 In the event of any dispute arising out of the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters in dispute, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder.

14. Notices

14.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

14.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

14.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Min Luo
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party C:

Xiamen Qudian Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

14.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

15. Severability

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

16. Appendix

The appendix hereto shall constitute an integral part of this Agreement.

17. Effectiveness

17.1 Any amendment, modification and supplement to this Agreement shall be made in writing and become effective after the Parties affix their signatures or seals and complete governmental registration procedures, if applicable.

17.2 This Agreement is made in four (4) counterparts. The Pledger, the Pledgee and Party C shall hold one (1) copy. One (1) copy shall be submitted to the Registration Authority. Each copy of this Agreement shall have the same effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix company seal)
(Seal)

By: /s/ Min Luo
Name:

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Xiamen Qudian Technology Co., Ltd. (Affix company seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Appendix I

Shareholder Register
of
Xiamen Qudian Technology Co., Ltd.

Name/ Designation of the Shareholder	Registered Address / Address	Subscribed Capital (RMB ten thousand)	Shareholding Percentage
Min Luo	43 East Tujia Road, South Gate of the Suburbs, Fenggang Town, Yihuang County, Fuzhou City, Jiangxi Province	1000	100%
Total		1000	100%

Exhibit 10.39
[English Translation]

Power Of Attorney Agreement

Date: June 20, 2017

I, **Min Luo**, a citizen of the People's Republic of China (the "**PRC**"), with identity card number of 362527198302280018, holds 100% of the entire registered capital ("**My Equity Interest**") of **Xiamen Qudian Technology Co., Ltd.** (the "**Domestic Company**"). I hereby issue this Power of Attorney Agreement to specify the following matters concerning My Equity Interest:

1. I irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as my sole agent and authorized representative to act on my behalf with respect to all matters relating to My Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to me under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of My Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on my behalf .

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the exclusive call option Agreement on my behalf to the extent that I am required to be a party thereto, and perform the terms of the equity Interest pledge Agreement and the exclusive call option Agreement, dated even date herewith, to which I am a party or execute any documents required to be executed thereunder.

3. Without limiting the generality of the power granted hereunder, I irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of My Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of My Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon me and My Equity Interest. For this purpose, I acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of My Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by me to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of My Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as my agent to execute all such necessary documents on my behalf, in which case such documents executed by the WFOE on my behalf shall be legally binding upon me; (4) take all other steps necessary or advisable for the disposal of My Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of My Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of me.

5. As long as I am a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies me in writing to terminate this Power of Attorney Agreement in whole or in part, I shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon my successors and assignees, and I shall cause my successors or assignees, if applicable, to execute similar power of attorney.

7. I hereby waive, and shall not exercise, all rights granted to the WFOE relating to My Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Principal: Min Luo

By: /s/ Min Luo
Name: Min Luo

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd.
(Affix company seal)

(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.40
[English Translation]

EXCLUSIVE BUSINESS COOPERATION AGREEMENT

This Exclusive Business Cooperation Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on June 20, 2017 by and between:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**
Address: Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic and Technological Development Zone, Ganzhou City, Jiangxi Province

Party B: **Xiamen Qudian Technology Co., Ltd.**
Address: E 1st, third unit, building D, Xiamen international shipping center, No.97 Xiangyu Road, China (Fujian) Pilot Free Trade Zone, Xiamen.

Party A and Party B are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party A is a wholly foreign-owned company registered in China possessing necessary resources in computer software and hardware, network technology, communication technology, technology transfer, technology service and technology consulting;

2. Party B is a domestic limited liability company registered in China;

3. Party A agrees to utilize its human resource, technology and information advantages to exclusively provide Party B with technology service, technology consulting and other services relating to the production and development of computer software (as further detailed below) during the term hereof, and Party B agrees to accept such service from Party A or its designees in accordance with this Agreement.

NOW, THEREFORE, through mutual consultation, Party A and Party B agree as follows:

1. **Provision of Service By Party A**

1.1 In accordance with the terms and conditions of this Agreement, Party B hereby appoints Party A as the exclusive service provider of Party B during the term hereof to provide Party B with overall business support, technology service and consulting service, including all or part of services within the business scope of Party B as decided by Party A from time to time, including, without limitation, research and development and design of computer software and hardware, development of network technology and communication technology; technology transfer, technology consulting, technology service and technology training ("**Services**").

1.2 Party B agrees to accept consulting and the Services provided by Party A. Party B further agrees that it shall not accept any consulting and/or services from, or cooperate with, any third party in relation to the matters specified hereunder during the term hereof, unless with the prior written consent of Party A. Party A may designate a third party (such designee may enter into certain agreements described in Article 1.3 hereof with Party B) to provide consulting and/or the Services to Party B hereunder.

1.3 Manner of Provision of Services

1.3.1 Party A and Party B agree that they may enter into other technology service agreements and consulting service agreements directly or through their respective affiliates during the term hereof to provide for the details, manner of provision, personnel and fees of specific technology service and consulting service.

1.3.2 In order to perform this Agreement, Party A and Party B agree that they may enter into an agreement for licensing intellectual property, including, without limitation, software, trademarks, patents and technical know-how, directly or through their respective affiliates during the term hereof to allow Party B's use of Party A's relevant intellectual property in accordance with Party B's business requirements.

1.3.3 In order to perform this Agreement, Party A and Party B agree that they may enter into an equipment or plant lease directly or through their respective affiliates during the term hereof to allow Party B's use of Party A's relevant equipment or plant in accordance with Party B's business requirements.

1.3.4 Party A may subcontract, at its own discretion, part of the Services for Party B hereunder to a third party.

1.3.5 Party B hereby grants Party A an irrevocable and exclusive call option whereby Party A may acquire, at its own discretion, from Party B all or any part of assets and business to the extent permitted by the laws and regulations of the PRC for the lowest possible price permitted by the laws of the PRC. In such case, the Parties may separately enter into an asset or business transfer agreement to provide for the terms and conditions of such asset transfer.

2. **Calculation and Payment of Service Fee, Financial Statements, Audit and Taxes**

2.1 The Parties agree that with respect to the Services provided by Party A, Party B shall pay to Party A service fee in an amount equivalent to 100% of its net income ("**Service Fee**"). The Service Fee shall be paid on a monthly basis. During the term hereof, Party A shall have the right to adjust such Service Fee at its sole discretion without the consent of Party B. Party B shall (a) submit to Party A its management accounts and operational information for each month specifying the net income of Party B for such month ("**Monthly Net Income**"); (b) pay to Party A 100% of its net income ("**Monthly Payment**") within 30 days from the last date of such month. Party A shall issue an invoice for technology service fee to Party B within seven (7) business days from its receipt of such management accounts and operational information. Party B shall pay the invoiced amount within seven (7) business days from its receipt of the invoice. All payments shall be credited to a bank account designated by Party A by remittance or other means acceptable to the Parties. The Parties agree that Party A may change such payment instructions by notice to Party B from time to time.

2.2 Party B shall, within 90 days from the end of each financial year, (a) submit to Party A its audited financial statements for such financial year which shall be audited and certified by an independent certified public accountant approved by Party A; (b) pay to Party A any deficiency in the total amount of the Monthly Payments paid by Party B to Party A for such financial year as indicated by the audited financial statements.

2.3 Party B shall prepare financial statements consistent with the requirements of Party A in accordance with laws and business practices.

2.4 Party B shall allow Party A and/or its designated auditor to audit Party B's relevant books and records and make copies of such part of books and records as is deemed necessary at the main premises of Party B upon a notice from Party A five (5) business days in advance, so as to verify the accuracy of the amount of income and statements of Party B.

2.5 Each of the Parties hereto shall bear any tax liabilites arising from its performance of this Agreement.

3. **Intellectual Property, Confidentiality and Non-competition**

3.1 Party A shall have exclusive and ownership rights and interests in and to all rights, titles, interests and intellectual property rights arising from or created in the performance of this Agreement, including, without limitation, copyrights, patent rights, patent applications, trademarks, software, technical know-how, trade secrets or otherwise, whether developed by Party A or by Party B.

3.2 The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

3.3 Party B shall not, directly or indirectly, engage in any business other than those permitted by its business license and operating permit or any business competitive with those of Party A within the PRC, including investing in any entity engaging in any business competitive with those of Party A, nor shall it engage in any business other than those consented to by Party A in writing.

3.4 The Parties agree that this article shall continue in effect regardless of whether this Agreement is modified, rescinded or terminated or not.

4. **Representations and Warranties**

4.1 Party A represents and warrants that:

4.1.1 It is a company duly registered and validly existing under the laws of the PRC.

4.1.2 It enters and performs this Agreement within the scope of its legal personality and business operations; it has taken requisite corporate actions and been granted appropriate authorization and obtained the consents and approvals of third parties and governmental authorities, and will not violate laws or other restrictions binding upon or affecting it.

4.1.3 This Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms.

4.2 Party B represents and warrants that:

4.2.1 Each entity of Party B is a company duly registered and validly existing under the laws of the PRC.

4.2.2 Each entity of Party B enters and performs this Agreement within the scope of its legal personality and business operations; each of them has taken requisite corporate actions and been granted appropriate authorization and obtained the consents and approvals of third parties and governmental authorities, and will not violate laws or other restrictions binding upon or affecting it.

4.2.3 This Agreement constitutes their respective legal, valid and binding obligations, enforceable against them in accordance with its terms.

5. **Effectiveness and Term**

5.1 This Agreement has been entered into as of the date first written above and shall come into force as from such date. This Agreement shall be perpetually valid unless early terminated upon written decision of Party A in accordance with this Agreement or otherwise required in the laws of the PRC.

6. **Termination**

6.1 If any Party's term of operation expires within the term hereof, such Party shall promptly extend its term of operation to the greatest extent permitted by the laws of the PRC in order for this Agreement to continue to be valid and performed. If a Party's application for extension of term of operation is not approved or consented to by any competent authority, this Agreement shall terminate on the date when such Party's term of operation expires.

6.2 The rights and obligations of the Parties under Articles 3, 7 and 8 shall survive the termination of this Agreement.

6.3 Any early termination of this Agreement for any reason shall not release any Party from any obligations hereunder to make payment due prior to such termination, including, without limitation, the Service Fee, or any liability for breach of contract arising prior to such termination. Any payable Service Fee incurred prior to the termination of this Agreement shall be paid to Party A within fifteen (15) business days from such termination.

7. **Governing Law, Dispute Resolution and Change of Laws**

7.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and resolution of disputes arising hereunder shall be governed by the laws of the PRC.

7.2 Any dispute arising from the interpretation and performance of this Agreement shall be resolved by the Parties through good-faith consultation. If the Parties fail to agree upon the resolution of a dispute within 30 days from the date of any Party's request for the resolution of such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

7.3 If any dispute arises from the interpretation and performance of this Agreement or any dispute is under arbitration, the Parties shall continue to exercise their respective rights and perform their respective obligations under this Agreement save for the disputed matters.

8. **Liability for Breach of Contract and Indemnification**

8.1 If Party B materially breaches any covenant hereunder, Party A shall have the right to terminate this Agreement and/or seek damages from Party B; this Article 8.1 shall not preclude any other rights of Party A hereunder.

8.2 Party B shall in no event have the right to terminate or rescind this Agreement unless otherwise provided for in the laws of the PRC.

8.3 Party B shall indemnify and hold harmless Party A from and against any losses, damages, liabilities or costs incurred due to any litigations, claims or other demands against Party A arising or resulting from its provision of consulting and the Services upon the request of Party B, unless incurred due to any willful misconduct of Party A.

9. **Notices**

9.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

9.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

9.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Xiamen Qudian Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

9.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Party in accordance with this article.

10. **Assignment**

10.1 Party B shall not assign its rights and obligations hereunder to any third party without the prior written consent of Party A.

10.2 Party B agrees that Party A may assign its rights and obligations hereunder to any third party by prior written notice to Party B and without obtaining the consent of Party B.

11. **Severability**

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by law and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

12. **Amendment and Supplement**

Any amendment and supplement to this Agreement shall be in writing. Any amendment agreement and supplementary agreement entered into by the Parties relating to this Agreement shall be an integral part of this Agreement and shall have the same force and effect as this Agreement.

13. **Language and Counterparts**

This Agreement is executed in two counterparts, with each Party holding one counterpart, all of which shall have equal legal force.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix company seal)
(seal)

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first written above.

Party B: Xiamen Qudian Technology Co., Ltd. (Affix company seal)
(seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.41

[English Translation]

EXCLUSIVE CALL OPTION AGREEMENT

This Exclusive Call Option Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on June 20, 2017 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.,** a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province.

Party B: **Min Luo,** a PRC citizen, with his identity card number of 362527198302280018;

Party C: **Xiamen Qudian Technology Co., Ltd.,** a limited liability company established and existing under the laws of the PRC, with its registered address at E 1st, third unit, building D, Xiamen international shipping center, No.97 Xiangyu Road, China (Fujian) Pilot Free Trade Zone, Xiamen.

In this Agreement, Party A, Party B and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. The Persons of Party B is the currently registered shareholder of Party C and holds 100% equity interest in Party C;
2. Subject to the laws of the PRC, Party B intends to transfer to Party A and/or any other entity or individual designated by it, and Party A intends to accept such transfer of, all the equity interest in Party C held by Party B;
3. Subject to the laws of the PRC, Party C intends to transfer to Party A and/or any other entity or individual designated by it, and Party A intends to accept such transfer of, the assets owned by Party C;
4. In order to consummate the aforesaid equity or asset transfer, Party B and Party C agree to grant, on an exclusive basis, respectively to Party A irrevocable Equity Call Option (as defined below) and Asset Purchase Option (as defined below), Party C agrees that Party B grants the Equity Call Option to Party A in accordance with this Agreement, and Party B agrees that Party C grants the Asset Purchase Option to Party A in accordance with this Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Equity Call Option and Asset Purchase Option

1.1 Grant of Options

Party B hereby irrevocably grants to Party A an irrevocable and exclusive option to purchase, or cause one or more designated Persons (each, a "**Designee**", subject to approval by the board of directors of Party A) to purchase, all or any part of equity interest in Party C held by Person of Party B now or hereafter from such Person at any time, one or more times, at the price set forth in Article 1.3 hereof according to the steps for exercise as determined by Party A in its sole discretion (the "**Equity Call Option**"). No third Person other than Party A and the Designees shall have the right to purchase equity interest in Party C held by Party B or other rights related to equity interest in Party C held by Party B. Party C hereby agrees that Party B grants the Equity Call Option to Party A in accordance with this Agreement. "**Person**" referred to in this article and this Agreement means individual, company, joint venture, partnership, enterprise, trust or unincorporated organization.

Party C hereby irrevocably grants to Party A an irrevocable and exclusive option to purchase, or cause the Designee(s) to purchase, all or any part of assets owned by Party C now or hereafter from Party C at any time, one or more times, at the price set forth in Article 1.3 hereof according to the steps for exercise as determined by Party A in its sole discretion (the "**Asset Purchase Option**"). No third Person other than Party A and the Designees shall have the right to purchase assets of Party C or other rights related to assets of Party C. Party B hereby agrees that Party C grants the Asset Purchase Option to Party A in accordance with this Agreement.

Party A agrees to accept the aforesaid Equity Call Option and the Asset Purchase Option. For the avoidance of doubt, Party A may exercise any rights hereunder, including the Equity Call Option and/or the Asset Purchase Option, at any time after the execution and effectiveness of this Agreement. To the fullest extent permitted by the laws of the PRC, Party A shall have the right to exercise the rights hereunder, including the Equity Call Option and/or the Asset Purchase Option, against Party B or its successor or successor entity and Party C and its successor entity in accordance with the terms of this Agreement.

1.2 Steps for Exercise

1.2.1 Subject to the terms and conditions of this Agreement, to the extent permitted by the laws of the PRC, Party A shall determine the timing, method and times of its exercise of the Equity Call Option and the Asset Purchase Option in its absolute and sole discretion and shall have the right to request at any time Party B to transfer all or any part of its equity interest in Party C, or Party C to transfer all or any part of its assets, to it or the Designee(s).

1.2.2 With respect to the Equity Call Option, Party A shall have the right to determine in its sole discretion the amount of equity interest to be transferred by Person of Party B to Party A and/or the Designee(s) in each exercise, and Party B shall transfer such amount of the Purchased Equity (as defined below) as requested by Party A to Party A and/or the Designee(s). Party A and/or the Designee(s) shall pay the transfer price to the transferring Person of Party B for the Purchased Equity acquired in each exercise.

1.2.3 With respect to the Asset Purchase Option, Party A shall have the right to determine the specific assets of Party C to be transferred by Party C to Party A and/or the Designee(s) in each exercise, and Party C shall transfer the Purchased Assets (as defined below) as requested by Party A to Party A and/or the Designee(s). Party A and/or the Designee(s) shall pay the transfer price to Party C for the Purchased Assets acquired in each exercise.

1.2.4 When Party A exercises the Equity Call Option or the Asset Purchase Option, it shall give a written notice (the "**Equity Purchase Notice**" or the "**Asset Purchase Notice**") to Party B, specifying (a) decision made by Party A or the Designee(s) on exercise of the Equity Call Option/the Asset Purchase Option; (b) the percentage of equity interest proposed to be purchased by Party A or the Designee(s) from Party B (the "**Purchased Equity**"), or the specific assets proposed to be purchased from Party C (the "**Purchased Assets**"); and (c) the purchase date/transfer date of the purchased equity or assets. After the receipt of such notice, Party B or Party C shall, pursuant to such notice, promptly transfer the Purchased Equity or the Purchased Assets to Party A and/or the Designee(s) in such way as described in this Agreement.

1.3 Transfer Price

1.3.1 With respect to the Equity Call Option hereunder, the transfer price corresponding to the Purchased Equity in each exercise by Party A shall be the lowest price permitted by the laws of the PRC applicable at the time of exercise; with respect to the Asset Purchase Option hereunder, the transfer price corresponding to the Purchased Assets in each exercise by Party A shall be the net book value of the Purchased Assets; if the lowest price permitted by the then applicable laws of the PRC is higher than the net book value of the Purchased Assets, the transfer price shall be the lowest price permitted by the laws of the PRC.

1.3.2 The Parties hereby agree that, after Party A exercises the Equity Call Option and/or the Asset Purchase Option, Party B and/or Party C shall pay all the transfer price collected thereby to Party A or another party designated by it without compensation.

1.4 Transfer of the Purchased Equity/the Purchased Assets

When Party A exercises the Equity Call Option and/or the Asset Purchase Option each time,

1.4.1 Party C shall, and Party B shall cause Party C to, promptly hold a shareholders' meeting, at which a resolution shall be adopted on the approval of the transfer of the Purchased Equity by Party B, or the transfer of the Purchased Assets by Party C, to Party A and/or the Designee(s);

1.4.2 Person of Party B shall obtain consent from its shareholders' meeting, board of directors or other internal decision-making bodies having similar functions in connection with its transfer of the Purchased Equity to Party A and/or the Designee(s);

1.4.3 with respect to the transfer of the Purchased Equity to Party A and/or the Designee(s), Party B shall obtain a written statement from the other shareholders of Party C, in which they approve such transfer and waive the right of first refusal;

1.4.4 Party B shall enter into an equity transfer contract for each equity transfer with Party A and/or the Designee(s) (as applicable) in accordance with this Agreement and the Equity Purchase Notice, in the form and substance satisfactory to Party A; Party C shall enter into an asset transfer contract for each asset transfer with Party A and/or the Designee(s) (as applicable) in accordance with this Agreement and the Asset Purchase Notice, in the form and substance satisfactory to Party A;

1.4.5 the relevant Parties shall execute all other necessary contracts, agreements or documents (including, without limitation, amendment to the articles of association), obtain all necessary governmental licenses and permits (including, without limitation, business license) and take all necessary actions to transfer the valid title to the Purchased Equity and/or the Purchased Assets to Party A and/or the Designee(s), free and clear of any Security Interest, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Purchased Equity and/or the Purchased Assets, if applicable. For the purpose of this article and this Agreement, "**Security Interest**" includes security, mortgage, third party rights or interests, any call option, right to acquire, right of first refusal, right of set-off, ownership detainment or other security arrangements, for the sake of clarity, excluding any Security Interest created under this Agreement, the Equity Interest Pledge Agreement of Party B and the Power of Attorney Agreement of Party B. The "**Equity Interest Pledge Agreement of Party B**" referred to in this article and this Agreement means the Equity Interest Pledge Agreement entered into by Party A, Party B and Party C on the date hereof (in the form and substance set forth in Appendix I hereto), as amended, modified or restated; the "**Power of Attorney Agreement of Party B**" referred to in this article and this Agreement means the Power of Attorney executed by Party B to authorize Party A on the date hereof (in the form and substance set forth in Appendix II hereto), as amended, modified or restated.

2. Covenants

2.1 Covenants Concerning Party C

Party B (as the shareholders of Party C) and Party C hereby covenant that:

2.1.1 without the prior written consent of Party A, they shall not supplement, modify or amend the articles of association or bylaws of Party C in any form, increase or decrease its registered capital or otherwise change its registered capital structure;

2.1.2 they shall maintain the corporate existence of Party C according to good financial and business standards and practices, conduct its business and transact its affairs prudently and effectively and cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement executed by it on the date hereof;

2.1.3 without the prior written consent of Party A, they shall not sell, transfer, mortgage or otherwise dispose of lawful or beneficial interest in any assets, business or income of Party C or permit the encumbrance thereon of any Security Interest at any time from the date hereof;

2.1.4 after the statutory liquidation described in Article 3.6, Party B will fully pay Party A any remaining residual value collected on the basis of non-bidirectional payment or procure such payment; if such payment is prohibited by the laws of the PRC, Party B will pay such income to Party A or the party designated by Party A to the extent permitted by the laws of the PRC;

2.1.5 without the prior written consent of Party A, they shall not incur, inherit, guarantee or permit the existence of any debts, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to and approved by Party A in writing;

2.1.6 they shall always conduct all the business of Party C in the ordinary course of business to maintain the asset value of Party C and refrain from any act/omission that may affect the operation status and asset value of Party C;

2.1.7 without the prior written consent of Party A, they shall not cause Party C to enter into any material contract, except for the contracts entered into in the ordinary course of business (for the purpose of this paragraph, a contract shall be deemed as a material contract if its value exceeds RMB100,000);

2.1.8 without the prior written consent of Party A, they shall not cause Party C to provide any Person with loan or credit or any form of security;

2.1.9 upon request by Party A, they shall provide Party A with all information regarding the operation and financial status of Party C;

2.1.10 if requested by Party A, they shall procure and maintain insurance on assets and business of Party C, the amounts and types of which shall be consistent with those of the companies operating similar business, with an insurer acceptable to Party A;

2.1.11 without the prior written consent of Party A, they shall not cause or allow Party C to merge or consolidate with any Person or acquire or invest in any Person, or cause or allow Party C to sell its assets with value of more than RMB100,000;

2.1.12 they shall promptly notify Party A of any litigation, arbitration or administrative proceeding initiated or threatened in relation to the assets, business or income of Party C;

2.1.13 to retain Party C's title to all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or make necessary and appropriate defenses against all claims;

2.1.14 without the prior written consent of Party A, they shall ensure that Party C shall not distribute dividends to its shareholders in any form; provided, however, that Party C shall promptly distribute all distributable profits to its shareholders upon written request by Party A;

2.1.15 upon request by Party A, they shall appoint any Person designated by Party A as the director of Party C and/or remove the incumbent director of Party C; and

2.1.16 without the written consent of Party A, Party C shall not be dissolved or liquidated, unless mandatorily required by the laws of the PRC.

2.2 Acknowledgements and Covenants of Party B

Party B hereby acknowledges that:

2.2.1 to the fullest extent permitted by the laws of the PRC, any equity interest in Party C held by Party B now or hereafter shall not belong to community property of Party B (in the event that Party B is a natural Person) or hereditament and shall not be divided or inherited, nor shall Party B use its equity interest in Party C to assume debt repayment liability or security liability. If, due to any reason, such equity interest is divided, transferred or inherited, successor(s) or transferee(s) shall execute all documents requested by Party A (including, without limitation, this Agreement, the Equity Interest Pledge Agreement of Party B and the Power of attorney agreement of Party B).

Party B hereby covenants that:

2.2.2 without the prior written consent of Party A, it shall not sell, transfer, mortgage or otherwise dispose of any lawful or beneficial interest in its equity interest in Party C or permit the encumbrance thereon of any Security Interest, other than the pledge created on such equity interest in accordance with the Equity Interest Pledge Agreement of Party B;

2.2.3 it shall not request Party C to distribute dividends or make other forms of profit distribution in connection with its equity interest in Party C, propose a resolution thereon to the shareholders' meeting or vote in favor of such resolution at the shareholders' meeting. In any event, if Party B receives any proceeds, profit distribution or dividends from Party C, to the extent permitted by the laws of the PRC, Party B shall promptly pay or transfer such proceeds, profit distribution or dividends to Party A or the party designated by Party A for the benefit of Party C as the service fee payable by Party C to Party A under the Exclusive Business Cooperation Agreement;

2.2.4 it shall cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or other disposal of any lawful or beneficial interest in its equity interest in Party C or permit the encumbrance thereon of any Security Interest without the prior written consent of Party A, other than the pledge created on such equity interest in accordance with the Equity Interest Pledge Agreement of Party B;

2.2.5 it shall cause the shareholders' meeting or the board of directors of Party C not to approve merger or consolidation with any Person or acquisition of or investment in any Person without the prior written consent of Party A;

2.2.6 it shall promptly notify Party A of any litigation, arbitration or administrative proceeding initiated or threatened in relation to its equity interest in Party C;

2.2.7 it shall cause the shareholders' meeting or the board of directors of Party C to approve the transfer of the Purchased Equity hereunder and take any and all other actions that Party A may request;

2.2.8 to retain its ownership of its equity interest in Party C, it shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or make necessary and appropriate defenses against all claims;

2.2.9 upon request by Party A, it shall appoint any Person designated by Party A as the director of Party C;

2.2.10 upon request by Party A at any time, it shall promptly and unconditionally transfer its equity interest in Party C to the Designee(s) of Party A based on the Equity Call Option hereunder, and Party B hereby waives the right of first refusal, if any, with respect to the equity transfer by another existing shareholder of Party C; and

2.2.11 it shall strictly comply with this Agreement and other contracts entered into by Party B, Party C and Party A jointly or severally, perform its obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. If Party B has any remaining rights with respect to the equity interest under this Agreement or the Equity Interest Pledge Agreement among the Parties hereto or the Power of attorney agreement granted in favor of Party A, Party B shall not exercise such rights, unless according to the written instructions given by Party A.

2.3 Covenants of Party C

Party C hereby covenants that:

2.3.1 if the execution and performance of this Agreement and the grant of the Equity Call Option or the Asset Purchase Option hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing procedures with any governmental authority (if required in accordance with law), Party C will use its best efforts to assist the satisfaction of such conditions;

2.3.2 without the prior written consent of Party A, Party C will not assist or permit Party B to transfer or otherwise dispose of, or create any Security Interest or other third party rights on, any equity interest in Party C held by Party B;

2.3.3 without the prior written consent of Party A, Party C will not transfer or otherwise dispose of any material assets of Party C, or create any Security Interest or other third party rights on any assets of Party C;

2.3.4 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of Party A hereunder; and

2.3.5 Party C covenants that upon issuance of the Asset Purchase Notice by Party A for the exercise of the Asset Purchase Option: Party C shall immediately cause Party B to hold a shareholders' meeting and adopt a resolution of the shareholders' meeting and take all other necessary actions to approve the transfer by Party C of the Purchased Assets to Party A and/or the Designee(s) at the transfer price set forth herein; it shall immediately execute an asset transfer agreement with Party A and/or the Designee(s) to transfer all the Purchased Assets to Party A and/or the Designee(s) at the transfer price set forth herein, and shall cause all shareholders of Party C to provide necessary supports to Party A in accordance with requirements of Party A, laws and regulations (including provision and execution of all relevant legal documents, completion of all governmental approval and registration formalities and assumption of all relevant obligations), such that Party A and/or the Designee(s) shall obtain the ownership of the Purchased Assets, free and clear of any legal defects and any Security Interest, third party rights or any other restrictions.

3. Representations and Warranties

3.1 Each Person of Party B hereby severally but not jointly represents and warrants that, as of the date hereof and each transfer date of the Purchased Equity:

3.1.1 with respect to a natural Person, he is a PRC citizen with full capacity to act, has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party. With respect to a Person other than a natural Person, it is a legal entity validly established and lawfully existing under the laws of the PRC, has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.1.2 he or it has full power and authority to execute, deliver and perform this Agreement and all other documents to be executed by him or it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.1.3 this Agreement has been lawfully and duly executed and delivered by him or it. This Agreement constitutes his or its legal and binding obligations enforceable against him or it in accordance with the terms hereof.

3.1.4 he or it is the registered shareholder of the Purchased Equity; other than the pledge right created under the Equity Interest Pledge Agreement of Party B and the proxy rights created under the Power of attorney agreement of Party B, the Purchased Equity held by him or it is free and clear of any lien, pledge right, claim right and other Security Interest and third party rights. In accordance with this Agreement, Party A and/or the Designee(s) may, upon exercise of option, obtain good title to the Purchased Equity, free and clear of any lien, pledge right, claim right and other Security Interest or third party rights.

3.2 Party C hereby represents and warrants as follows:

3.2.1 It is a limited liability company duly registered and lawfully existing under the laws of the PRC with independent legal person status. It has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.2.2 It has full internal power and authority to execute, deliver and perform this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.2.3 This Agreement has been lawfully and duly executed and delivered by it. This Agreement constitutes its legal and binding obligations.

3.2.4 The assets of Party C are free and clear of any lien, mortgage right, claim right and other Security Interest and third party rights. In accordance with this Agreement, Party A and/or the Designee(s) may, upon exercise of option, obtain good title to the assets of Party C, free and clear of any lien, mortgage right, claim right and other Security Interest or third party rights.

3.3 Party A represents and warrants as follows:

3.3.1 It is a wholly foreign-owned enterprise duly registered and lawfully existing under the laws of the PRC with independent legal person status. It has full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

3.3.2 It has full internal power and authority to execute, deliver and perform this Agreement and all other documents to be executed by it in connection with the transactions contemplated hereby, and has full power and authority to consummate the transactions contemplated hereby.

3.3.3 This Agreement has been lawfully and duly executed and delivered by it. This Agreement constitutes its legal and binding obligations.

4. Effective Date

This Agreement shall become effective from the date on which it is duly executed by the Parties. This Agreement shall be terminated after all assets of Party C and all equity interest in Party C held by Party B have been lawfully transferred to Party A and/or another Person designated by it in accordance with the provisions hereof.

5. Governing Law and Dispute Resolution

5.1 Governing Law

The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC.

5.2 Dispute Resolution

Any dispute arising from the interpretation and performance of this Agreement shall be first resolved by the Parties through friendly consultation. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests the other Parties to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

6. Taxes and Expenses

Each Party shall pay any and all transfer and registration taxes, costs and expenses incurred by it or levied on it in connection with the preparation and execution of this Agreement and the relevant transfer contract and consummation of the transactions contemplated hereby and thereby in accordance with the laws of the PRC.

7. Notices

7.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

7.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Min Luo
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party C:

Xiamen Qudian Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

7.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

8. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

9. Further Assurance

The Parties agree to promptly execute such documents and take such further actions as reasonably necessary or desirable in connection with the implementation of various provisions and purpose of this Agreement.

10. Liabilities for Breach of Contract

10.1 If Party B or Party C materially violates any provision of this Agreement, Party A shall have the right to terminate this Agreement and/or claim damages against Party B or Party C; this Article 10 shall not prejudice any other rights of Party A hereunder.

10.2 Unless otherwise provided by laws, in no event shall Party B or Party C have the right to terminate or rescind this Agreement.

11 Miscellaneous

11.1 Amendment, Modification and Supplement

This Agreement may not be amended, modified or supplemented except by an agreement in writing signed by all the Parties.

11.2 Entire Contract

Unless as amended, supplemented or modified in writing after the execution of this Agreement, this Agreement shall constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior negotiations, statements and contracts, both oral and written, with respect to the subject matter hereof.

11.3 Headings

The headings in this Agreement are inserted for the convenience of reference only and shall not be used for the interpretation or construction of, or otherwise affect, the meanings of provisions hereof.

11.4 Language and Counterparts

This Agreement is written in the Chinese language in three (3) counterparts with each Party holding one (1) copy. They have the same legal effect.

11.5 Severability

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

11.6 Successor

This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors/heirs and permitted assignees.

11.7 Survival

11.7.1 Any obligations accrued or due hereunder prior to the expiration or early termination of this Agreement shall continue in force and effect after the expiration or early termination of this Agreement.

11.7.2 Articles 5, 7 and 8 and this Article 11.7 shall survive the termination of this Agreement.

11.8 Waiver

Any Party may waive the terms and conditions hereof, provided, however, that such waiver must be made in writing and signed by the Parties. No waiver by any Party under certain circumstance with respect to a breach by the other Parties shall operate as a waiver by such Party with respect to similar breach under other circumstances.

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Appendix I: Equity Interest Pledge Agreement

Appendix to Exclusive Call Option Agreement

EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this "**Agreement**") is entered into in Beijing, the People's Republic of China (the "**PRC**" or "**China**") on June 20, 2017 by and among:

Party A: **Qufenqi (Ganzhou) Information Technology Co., Ltd.**, a wholly foreign-owned limited liability company established and existing under the laws of the PRC, with its registered address at Room 402, Building B6, Ganzhou International Enterprise Center, West Side of Huajian North Road and North Side of Xiangjiang Avenue, Ganzhou Economic Development Zone, Ganzhou City, Jiangxi Province (the "**Pledgee**"**).**

Party B: **Min Luo**, a PRC citizen, with his identity card number of 362527198302280018 (the "**Pledger**").

Party C: **Xiamen Qudian Technology Co., Ltd.**, a limited liability company established and existing under the laws of the PRC, with its registered address at E 1st, third unit, building D, Xiamen international shipping center, No.97 Xiangyu Road, China (Fujian) Pilot Free Trade Zone, Xiamen.

In this Agreement, the Pledgee, the Pledger and Party C may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

1. Party C is a limited liability company registered in Xiamen, Fujian Province, the PRC. The Pledger is the shareholder of Party C, and the total amount of his capital contribution is RMB 10,000,000. Party C acknowledges the respective rights and obligations of the Pledger and the Pledgee hereunder and agrees to provide any necessary assistance to register the Pledge Right.
2. The Pledgee is a wholly foreign-owned enterprise registered in Ganzhou, Jiangxi Province, the PRC. The Pledgee and Party C entered into the Exclusive Business Cooperation Agreement on June 20, 2017 (the "**Exclusive Business Cooperation Agreement**"), the Pledgee, the Pledger and Party C entered into the Exclusive Call Option Agreement on June 20, 2017 (the "**Exclusive Call Option Agreement**"), and the Pledger executed the Power of attorney agreement to authorize the Pledgee on June 20, 2017 (the "**Power of attorney agreement**"; together with the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement and this Agreement, the "**Control Agreements**").
3. To guarantee the collection by the Pledgee from Party C of all amounts due and payable by Party C, including, without limitation, consulting and service fees, and guarantee the performance by Party C and the Pledger of other obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of attorney agreement and this Agreement, the Pledger pledge all of his Equity Interest in Party C as security for the obligations under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of attorney agreement and this Agreement.

NOW, THEREFORE, through mutual consultation, the Parties agree as follows:

1. Definitions

Unless otherwise provided by this Agreement, the following terms shall have the following meanings:

1.1 "**Pledge Right**" means the security interest granted by the Pledger to the Pledgee in accordance with Article 2 hereof, i.e. the right of the Pledgee to be repaid in priority out of the proceeds from the conversion, auction or sale of the Equity Interest.

1.2 "**Equity**" or "**Equity Interest**" means all equity interest in Party C lawfully held now and acquired hereafter by the Pledger as set forth in Article 2.1 hereof.

1.3 "**Pledge Term**" means the term set forth in Article 3 hereof.

1.4 "**Contractual Obligations**" shall mean all obligations of the Pledger and Party C under the Exclusive Business Cooperation Agreement, the Exclusive Call Option Agreement, the Power of attorney agreement and this Agreement (including, without limitation, the obligation to pay consulting and service fees to the Pledgee when they fall due and payable (whether on the specified due date, by early repayment or otherwise) in accordance with the Exclusive Business Cooperation Agreement).

1.5 "**Secured Indebtedness**" shall mean all direct, indirect and consequential losses and loss of foreseeable profits suffered by the Pledgee due to any Event of Default of the Pledger and/or Party C. The basis for the amounts of such losses includes, but is not limited to, reasonable business plans and profit forecasts of the Pledgee, and all costs incurred by the Pledgee in connection with its enforcement of the Contractual Obligations against the Pledger and/or Party C.

1.6 "**Event of Default**" means any of the circumstances set forth in Article 7 hereof.

1.7 "**Notice of Default**" means the notice given by the Pledgee in accordance with this Agreement to declare an Event of Default.

2. Pledge Right

2.1 As security for the prompt and full performance of the Contractual Obligations and the repayment of the Secured Indebtedness by the Pledger and Party C, the Pledger hereby pledge his Equity Interest in Party C (including the registered capital of (amount of capital contribution to) Party C currently owned by the Pledger and all Equity Interest relating thereto, and other registered capital of (amount of capital contribution to) Party C likely to be acquired by the Pledger hereafter and all Equity Interest relating thereto) ("**Equity**" or "**Equity Interest**") to the Pledgee by means of first priority pledge. As of the date hereof, the Equity Interest used by Party B for pledge is 100% Equity Interest in Party C held by Party B, representing 100% of the registered capital of Party C, i.e. RMB 10,000,000.

2.2 The Parties understand and agree that the monetary valuation arising from or relating to the Secured Indebtedness shall be a variable and floating valuation until the Settlement Date (as defined below).

2.3 If any of the following events (each an "**Event of Settlement**") occurs, the value of the Secured Indebtedness shall be determined based on the total amount of the Secured Indebtedness that are due, outstanding and payable to the Pledgee immediately prior to or on the date of occurrence of the Event of Settlement (the "**Determined Indebtedness**"):

(a) any other Control Agreement is terminated in accordance with its relevant provisions;

(b) the Event of Default set forth in Article 7 hereof occurs and fails to be resolved, as a result of which the Pledgee gives a Notice of Default to the relevant Pledger in accordance with Article 7.3;

(c) upon due inquiry, the Pledgee reasonably determines that the Pledger and/or Party C is insolvent or could potentially be made insolvent; or

(d) any other event that requires the determination of the Secured Indebtedness in accordance with relevant laws of the PRC.

2.4 For the avoidance of doubt, the date on which an Event of Settlement occurs shall be the settlement date (the "**Settlement Date**"). The Pledgee shall have the right, at its option, to realize the Pledge Right in accordance with Article 8 on or after the Settlement Date.

2.5 During the Pledge Term, the Pledgee shall have the right to receive dividends or bonuses with respect to the Equity Interest. The Pledger may receive dividends or bonuses with respect to the Equity Interest only with the prior written consent of the Pledgee. After the deduction of individual income tax payable by the Pledger, dividends or bonuses received by the Pledger with respect to the Equity Interest shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

2.6 The Pledger may increase the capital of Party C only with the prior written consent of the Pledgee. Any increase in the capital contributed by the Pledger to the registered capital of Party C as a result of any capital increase shall also be deemed as the Equity Interest pledged hereunder.

2.7 If Party C is required to be dissolved or liquidated in accordance with the mandatory provisions of the laws of the PRC, after Party C completes dissolution or liquidation procedures in accordance with law, any interests distributed to the Pledger by Party C in accordance with law shall be, as requested by the Pledgee, (1) deposited into an account designated by the Pledgee, placed under the custody of the Pledgee, used to provide security for the Contractual Obligations and first applied towards the satisfaction of the Secured Indebtedness; or (2) unconditionally donated to the Pledgee or the person designated by the Pledgee subject to the laws of the PRC.

3. Pledge Term

3.1 The Pledge Right shall become effective as of the date on which it is registered with the administrative authority for industry and commerce (the "**Registration Authority**") in the locality of Party C, and the term of the Pledge Right (the "**Pledge Term**") shall terminate until the Contractual Obligations and the Secured Indebtedness, for which the Pledge Right provides security, have been fully performed or repaid. The Parties agree that after the execution of this Agreement, the Pledger and Party A shall promptly submit an application for the creation and registration of Equity pledge to the Registration Authority in accordance with the *Measures for the Registration of Equity Pledge with the Administrative Authorities for Industry and Commerce*. The Parties further agree to complete all Equity pledge registration formalities and obtain the registration notice issued by the Registration Authority within fifteen (15) days from the date on which the Registration Authority formally accepts the application for registration of Equity pledge. The Parties jointly acknowledge that, for the purpose of completing Equity pledge registration formalities, the Parties shall submit this Agreement or an Equity pledge contract which is executed in the form requested by the administrative authority for industry and commerce in the locality of Party C and truly reflects the information regarding the Pledge Right hereunder (the "**Pledge Contract for Industrial and Commercial Registration**") to the administrative authority for industry and commerce. This Agreement shall apply to the matters not mentioned in the Pledge Contract for Industrial and Commercial Registration. The Pledger and Party C shall submit all necessary documents and complete all necessary formalities in accordance with the laws and regulations of the PRC and various requirements of the competent administrative authority for industry and commerce to ensure the Pledge Right is registered as soon as practicable after the submission of application.

3.2 During the Pledge Term, if Party C fails to perform the Contractual Obligations or repay the Secured Indebtedness in accordance with provisions, the Pledgee shall have the right, but not the obligation, to dispose of the Pledge Right in accordance with this Agreement.

4. Custody of Equity Records subject to the Pledge Right

4.1 During the Pledge Term set forth herein, the Pledger shall deliver the original investment certificate and the original shareholder register recording the Pledge Right (and other documents reasonably requested by the Pledgee, including, without limitation, the Pledge Right registration notice issued by the administrative authority for industry and commerce) to the Pledgee for custody within one week from the date on which the Pledge Right is registered and created. The Pledgee shall keep custody of such documents during the entire Pledge Term set forth herein.

5. Representations and Warranties of the Pledger and Party C

The Pledger represent and warrant to the Pledgee as follows:

5.1 The Pledger is the sole legal and beneficial owners of the Equity Interest and shall have lawful, good and full ownership of the Equity Interest, unless subject to the agreements otherwise entered into by the Pledger and the Pledgee.

5.2 The Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with this Agreement.

5.3 Except for the Pledge Right, the Pledger has created no security interest or other encumbrance on the Equity Interest, there is no dispute with respect to the ownership of the Equity Interest, the Equity Interest is not subject to attachment or other legal proceedings, and no similar action is threatened. The Equity Interest may be used for pledge and transfer in accordance with applicable laws.

5.4 The Pledger' execution of this Agreement and exercise of his rights hereunder or performance of his obligations hereunder will not violate any laws or regulations, any agreements or contracts to which the Pledger is a party, or any covenants made by the Pledger to any third party.

5.5 All documents, information, statements and certificates provided by the Pledger to the Pledgee are accurate, true, complete and valid.

Party C represents and warrants to the Pledgee as follows:

5.6 Party C is a limited liability company registered, incorporated and lawfully existing under the laws of the PRC with independent legal person status; it has full and independent legal status and capacity to execute, deliver and perform this Agreement.

5.7 Upon due execution by Party C, this Agreement constitutes its legal, valid and binding obligations.

5.8 Party C has full internal right and authority to execute and deliver this Agreement and all other documents relating to the transactions contemplated hereby, and has full right and authority to consummate the transactions contemplated hereby.

5.9 There is no material security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on the assets owned by Party C, which may affect the rights and interests of the Pledgee in the Equity Interest.

5.10 There are no pending or, to the knowledge of Party C, threatened litigation, arbitration or other legal proceedings before any court or arbitral tribunal with respect to the Equity Interest, Party C or its assets, nor are there pending or, to the knowledge of Party C, threatened administrative procedures or penalty before any governmental or administrative authority with respect to the Equity Interest, Party C or its assets, which will have material or adverse effect on the economic condition of Party C or the Pledger' ability to perform his obligations and guarantee liability hereunder.

5.11 Party C hereby agrees to bear joint and several liability to the Pledgee for the representations and warranties made by the Pledger hereunder.

5.12 Party C hereby warrants to the Pledgee that the foregoing representations and warranties will remain true and correct and be fully complied with under any circumstances at any time prior to full performance of the Contractual Obligations or full satisfaction of the Secured Indebtedness.

6. Covenants and Further Agreements of the Pledger and Party C

The Pledger covenant and further agree as follows:

6.1 During the validity term hereof, the Pledger hereby covenant to the Pledgee that:

6.1.1 except for the performance of the Exclusive Call Option Agreement entered into by the Pledger, the Pledgee and Party C on June 20, 2017, without the prior written consent of the Pledgee, the Pledger shall not transfer, or agree to others' transfer of, all or any part of the Equity Interest, create or permit to be created any security interest or other encumbrance which may affect the rights and interests of the Pledgee in the Equity Interest;

6.1.2 the Pledger shall comply with all laws and regulations applicable to the pledge of rights, show any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant authority) in connection with the Pledge Right to the Pledgee within 5 days after the receipt of the same, and observe such notice, order or recommendation or make objections and statements with respect to such matters as reasonably requested by the Pledgee or upon approval of the Pledgee;

6.1.3 the Pledger shall promptly notify the Pledgee of any event or notice received by the Pledger which may have effect on the Pledgee's rights in the Equity Interest or any part thereof, together with any event or notice received by the Pledger which may have effect on any warranty and other obligations of the Pledger arising out of this Agreement.

6.2 The Pledger agrees that the Pledge Right acquired by the Pledgee in accordance with this Agreement shall not be suspended or prejudiced by the Pledger or any of his successors or representatives or any other person through legal proceedings.

6.3 To protect or perfect the security interest granted hereunder, the Pledger hereby covenants to execute in good faith and cause other parties who have interest in the Pledge Right to execute all certificates, agreements, deeds and/or covenants requested by the Pledgee. The Pledger also covenants to do and cause other parties who have interest in the Pledge Right to do acts requested by the Pledgee, facilitate the exercise by the Pledgee of the rights and authority granted to it by this Agreement, and enter into all relevant documents regarding the ownership of the Equity Interest with the Pledgee or its designees (natural persons/legal persons). The Pledger covenants to provide the Pledgee with all notices, orders and decisions requested by the Pledgee in connection with the Pledge Right during a reasonable period.

6.4 The Pledger hereby covenants to the Pledgee that they will comply with and perform all warranties, covenants, agreements, representations and conditions hereunder. In the event of failure to perform or partial performance of his warranties, covenants, agreements, representations and conditions, the Pledger shall indemnify the Pledgee for all losses caused thereby.

6.5 If any compulsory measures are imposed on the Equity Interest pledged hereunder by court or other governmental authorities due to any reason, the Pledger shall use all endeavors, including, without limitation, provision of other warranties to the court or adoption of other measures, to release such compulsory measures taken by court or other authorities with respect to the Equity Interest.

6.6 If any possible decrease in the value of the Equity Interest is enough to prejudice the rights of the Pledgee, the Pledgee may request the Pledger to provide additional mortgage or security; if the Pledger fail to provide the same, the Pledgee may auction or sell the Equity Interest at any time and use the proceeds from such auction or sale for early satisfaction of the Secured Indebtedness or deposit; any costs arising therefrom shall be fully borne by the Pledger.

6.7 Without the prior written consent of the Pledgee, the Pledger and/or Party C shall not (or assist others to) increase, decrease or transfer the registered capital of Party C (or amount of capital contribution to Party C) or create any encumbrance thereon (including the Equity Interest). Subject to the foregoing, the Equity Interest in Party C registered and acquired by the Pledger after the date hereof shall be referred to as the "Additional Equity." Immediately after the Pledger acquire the Additional Equity, the Pledger and Party C shall enter into a supplementary Equity pledge agreement with the Pledgee with respect to the Additional Equity, cause the board of directors and the shareholders' meeting of Party C to approve such supplementary Equity pledge agreement and deliver to the Pledgee all documents required by the supplementary Equity pledge agreement, including, without limitation, (a) the original investment certificate issued by Party C in connection with the Additional Equity; and (b) a certified copy of the capital verification report on the Additional Equity issued by a certified public accountant of the PRC. The Pledger and Party C shall create and register the pledge of the Additional Equity in accordance with Article 3.1 hereof.

6.8 Unless the Pledgee gives prior written instructions to the contrary, the Pledger and/or Party C agrees that if all or any part of the shares are transferred (split or inherited) between the Pledger and any third Party (the "**Share Transferee**") in violation of this Agreement, the Pledger and/or Party C shall ensure that the Share Transferee shall unconditionally acknowledge the Pledge Right and complete necessary pledge change registration formalities (including, without limitation, execution of relevant documents) to procure the existence of the Pledge Right.

6.9 If the Pledgee provides any loan to Party C, the Pledger and/or Party C agrees to pledge the Equity Interest to grant the Pledge Right to the Pledgee so as to provide security for such further loan and complete relevant formalities as soon as practicable in accordance with requirements of laws, regulations or local practices (if any), including, without limitation, execution of relevant documents and completion of relevant pledge creation (or change) registration formalities.

Party C covenants and further agrees as follows:

6.10 If the execution and performance of this Agreement and the Equity pledge hereunder require consent, permit, waiver or authorization of any third party or approval, permit or exemption of any governmental authority or completion of registration or filing formalities with any governmental authority (if required by law), Party C will endeavor to assist in obtaining and keeping them fully valid during the validity term hereof.

6.11 Without the prior written consent of the Pledgee, Party C shall not assist or permit the Pledger to create any new pledge or grant any other security interest on the Equity Interest, nor shall it assist or permit the Pledger to transfer the Equity Interest.

6.12 Party C agrees that it and the Pledger shall jointly and strictly comply with the obligations under Articles 6.7, 6.8 and 6.9 hereof.

6.13 Without the prior written consent of the Pledgee, Party C shall not transfer its assets, create or permit to be created any security interest or other encumbrance (including, without limitation, transfer of any intellectual property of Party C or any assets of Party C with value of more than RMB100,000, or encumbrance on any property right or use right of such assets) on its assets which may affect the rights and interests of the Pledgee in the Equity Interest.

6.14 If there is any lawsuit, arbitration or other claims likely to have adverse effect on Party C, the Equity Interest or the interests of the Pledgee under the Control Agreements, Party C warrants that it will notify the Pledgee in writing as soon as possible without delay and take all necessary measures as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest.

6.15 Party C will not do or permit to be done any act or action likely to have adverse effect on the interests of the Pledgee under the Control Agreements or the Equity Interest.

6.16 During the first month of each calendar quarter, Party C will provide the Pledgee with the financial statements of Party C for the preceding calendar quarter, including, without limitation, balance sheet, income statement and cash flow statement.

6.17 Party C warrants that it will take all necessary measures and execute all necessary documents as reasonably requested by the Pledgee to ensure the Pledgee's pledge interests in the Equity Interest together with the exercise and realization by the Pledgee of such interests.

6.18 If the exercise of the Pledge Right hereunder results in the transfer of any Equity Interest, Party C warrants that it will take all measures to complete such transfer.

6.19 Party B shall ensure and cause the other shareholders of Party C to ensure that Party C will complete the operation term extension registration formalities within three (3) months prior to the expiration of its operation term so that the validity of this Agreement shall be maintained.

7. Events of Default

7.1 The following circumstances shall be deemed as Events of Default:

7.1.1 Party C fails to fully pay consulting and service fees payable under the Exclusive Business Cooperation Agreement or fails to repay loan or violates any obligations of Party C under the Control Agreements;

7.1.2 any representation or warranty made by the Pledger in Article 5 hereof contains material misrepresentations or errors, and/or the Pledger violate any warranty contained in Article 5 hereof;

7.1.3 the Pledger and Party C fail to complete Equity pledge registration with the Registration Authority in accordance with Article 3.1;

7.1.4 the Pledger and Party C violate any provision of this Agreement;

7.1.5 unless specified by Article 6.1.1, the Pledger transfers or intend to transfer or waive the pledged Equity or convey the pledged Equity without the written consent of the Pledgee;

7.1.6 loans, warranties, damages, covenants or other debts and liabilities owed by the Pledger to any third party (1) are required to be early repaid or performed due to breach by the Pledger; or (2) have become due but cannot be repaid or performed on schedule;

7.1.7 any approval, license, permit or authorization of the governmental authority that makes this Agreement enforceable, legal and valid is revoked, suspended, invalid or materially changed;

7.1.8 the promulgation of applicable laws makes this Agreement illegal or the Pledger unable to continue the performance of his obligations hereunder;

7.1.9 adverse change in the property owned by the Pledger causes the Pledgee to determine that the ability of the Pledger to perform his obligations hereunder has been affected;

7.1.10 the successor or trustee of Party C can only perform the payment liability in part or refuses to perform the payment liability under the Exclusive Business Cooperation Agreement; and

7.1.11 any other circumstance under which the Pledgee cannot or may be unable to exercise the Pledge Right, including, without limitation, the circumstances under which the Pledger is dead or lose civil capacity.

7.2 Upon knowledge or discovery of any circumstance set forth in Article 7.1 or the occurrence of any event that may lead to such circumstance, the Pledger shall promptly notify the Pledgee in writing accordingly.

7.3 Unless the Events of Default set forth in Article 7.1 have been successfully resolved to the satisfaction of the Pledgee within thirty (30) days after the date of notice from the Pledgee, the Pledgee may give a Notice of Default to the Pledger when an Event of Default occurs or at any time after the occurrence of an Event of Default, requesting the Pledger to promptly pay all outstanding amounts due and payable under the Control Agreements and all other amounts due and payable to the Pledgee and/or repay loan and/or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of the Pledge Right

8.1 Without the written consent of the Pledgee, the Pledger shall not transfer his Equity Interest in Party C.

8.2 When the Pledgee exercises the Pledge Right, it may give a Notice of Default to the Pledger.

8.3 Subject to the provisions of Article 7.3, the Pledgee may exercise the right to enforce the Pledge Right when it gives a Notice of Default or at any time after it gives a Notice of Default in accordance with Article 7.2. Once the Pledgee elects to enforce the Pledge Right, the Pledger shall have no rights or interests in the Equity Interest.

8.4 In the event of default, to the extent permitted, and in accordance with applicable laws, the Pledgee shall have the right to dispose of the pledged Equity and exercise all of its remedies and rights for breach of contract in accordance with law, including, without limitation, the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity. After all proceeds received by the Pledgee from the exercise of the Pledge Right are used to satisfy the Secured Indebtedness, any remaining amount shall be paid to the Pledger or the persons entitled to it (without any interest accrued thereon). The Pledgee shall not be liable for any loss caused by its reasonable exercise of its remedies and rights for breach of contract. The Pledgee shall have the right, at its option, to exercise any of its remedies for breach of contract simultaneously or successively. The Pledgee shall not be required to exercise other remedies for breach of contract before its exercise of the right to be repaid in priority out of the proceeds from the conversion, auction or sale of the pledged Equity hereunder.

8.5 When the Pledgee disposes of the Pledge Right in accordance with this Agreement, the Pledger and Party C shall provide necessary assistance so that the Pledgee can enforce the Pledge Right in accordance with this Agreement.

8.6 All out-of-pocket expenses, taxes and all legal costs relating to the creation of the Equity pledge and the realization of the Pledgee's rights hereunder shall be borne by the Pledger, except for those borne by the Pledgee in accordance with laws. The Pledgee shall have the right to fully deduct reasonable costs incurred by it in connection with its exercise of any or all of its foregoing rights and powers from the proceeds obtained as a result of its exercise of such rights and powers.

8.7 The Parties acknowledge that the Investor Shareholders shall be liable only for their own breach of contract and shall bear no joint and several liability for breach by any other Party hereto.

9. Assignment

9.1 Without the prior written consent of the Pledgee, the Pledger shall have no right to assign or delegate his rights and obligations hereunder.

9.2 This Agreement shall be binding upon the Pledger and his successors and permitted assignees and shall be valid with respect to the Pledgee and each of its successors and assignees.

9.3 At any time, the Pledgee may assign any and all of its rights and obligations under the Exclusive Business Cooperation Agreement to its designees (natural persons/legal persons), in which case the assignees shall have the rights and obligations of the Pledgee hereunder, as if they were the original Parties hereto. When the Pledgee assigns its rights and obligations under the Exclusive Business Cooperation Agreement, upon request by the Pledgee, the Pledger shall execute relevant agreements or other documents in connection with such assignment.

9.4 In the event of change of the Pledgee due to assignment, upon request by the Pledgee, the Pledger shall enter into a new pledge contract with the new Pledgee on the same terms and conditions as those of this Agreement.

9.5 The Pledger shall strictly comply with the provisions of this Agreement and other contracts jointly or severally executed by the Parties hereto or any of them, including the Exclusive Call Option Agreement and the Power of attorney agreement to authorize the Pledgee, perform the obligations hereunder and thereunder and refrain from any act/omission that may affect the validity and enforceability hereof and thereof. The Pledger shall not exercise any remaining rights in the Equity Interest pledged hereunder unless in accordance with the written instructions given by the Pledgee.

10. Termination

After the Exclusive Business Cooperation Agreement has been fully performed, the consulting and service fees thereunder have been fully paid and the obligations of Party C under the other Control Agreements have been terminated, this Agreement shall terminate and the Pledgee shall cancel or terminate this Agreement as soon as reasonably practicable.

Unless otherwise provided by laws, in no event shall the Pledger or Party C have the right to terminate or rescind this Agreement.

11. Handling Fee and Other Expenses

All fees and out-of-pocket expenses relating to this Agreement, including, without limitation, attorneys' fee, costs of production, stamp duty and any other tax and fee, shall be borne by Party C. If the Pledgee is required to bear relevant taxes and fees by applicable laws, the Pledger shall cause Party C to fully reimburse all taxes and fees already paid by the Pledgee.

12. Confidentiality Liability

The Parties acknowledge that any oral or written information exchanged in connection with this Agreement shall be considered as confidential information. Each Party shall keep all such information confidential and shall not disclose any relevant information to any third party without the written consent of the other Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's disclosure to the public); (b) is required to be disclosed in accordance with applicable laws or rules or provisions of any stock exchange; or (c) is required to be disclosed by any Party to its legal counsels or financial advisors in connection with the transactions contemplated hereby, provided, however, that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this article. If the staff or agencies engaged by any Party disclose any confidential information, such Party shall be deemed to have disclosed such confidential information and shall bear legal liability for breach of this Agreement. This article shall survive the termination of this Agreement for any reason.

13. Governing Law and Dispute Resolution

13.1 The execution, effectiveness, interpretation and performance of this Agreement and resolution of disputes arising hereunder shall be governed by officially promulgated and publicly available laws of the PRC. Any matters not covered by officially promulgated and publicly available laws of the PRC shall be governed by international legal principles and practices.

13.2 Any dispute arising from the interpretation and performance of the provisions of this Agreement shall be resolved by the Parties through consultation in good faith. If the Parties fail to agree upon the resolution of a dispute within 30 days after any Party requests to resolve such dispute through consultation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's arbitration rules then in effect. The arbitration shall be held in Beijing and conducted in the Chinese language. The arbitral award shall be final and binding upon the Parties.

13.3 In the event of any dispute arising out of the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters in dispute, the Parties hereto shall continue to exercise their respective rights hereunder and perform their respective obligations hereunder.

14. Notices

14.1 All notices and other communications required or permitted to be given in accordance with this Agreement shall be personally delivered or sent by registered mail, postage prepaid, commercial courier service or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:

14.1.1 Notices given by personal delivery, courier service or registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the mailing address specified for notices.

14.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Qufenqi (Ganzhou) Information Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party B:

Min Luo
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

Party C:

Xiamen Qudian Technology Co., Ltd.
Address: Qudian Group, 15/F, Tsinghua Design Mansion, 222 Huizhong Beili, Chaoyang District, Beijing
Attention: Min Luo
Telephone: 86-1851-0412-085

14.3 Any Party may change its mailing address for notices at any time by giving a notice to the other Parties in accordance with this article.

15. Severability

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect in accordance with any law or regulation, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or prejudiced in any respect. The Parties shall strive through consultation in good faith to replace such invalid, illegal or unenforceable provisions with valid provisions to the greatest extent permitted by laws and expected by the Parties, and the economic effect of such valid provisions shall be as close as possible to the economic effect of such invalid, illegal or unenforceable provisions.

16. Appendix

The appendix hereto shall constitute an integral part of this Agreement.

17. Effectiveness

17.1 Any amendment, modification and supplement to this Agreement shall be made in writing and become effective after the Parties affix their signatures or seals and complete governmental registration procedures, if applicable.

17.2 This Agreement is made in four (4) counterparts. The Pledger, the Pledgee and Party C shall hold one (1) copy. One (1) copy shall be submitted to the Registration Authority. Each copy of this Agreement shall have the same effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix company seal)

By: _____

Name:

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: _____

Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Xiamen Qudian Technology Co., Ltd. (Affix company seal)

By: _____

Name: Min Luo

Appendix II: Power of attorney agreement

Appendix to Exclusive Call Option Agreement

Power Of Attorney Agreement

Date:

I, **Min Luo**, a citizen of the People's Republic of China (the "**PRC**"), with identity card number of 362527198302280018, holds 100% of the entire registered capital ("**My Equity Interest**") of **Xiamen Qudian Technology Co., Ltd.** (the "**Domestic Company**"). I hereby issue this Power of Attorney Agreement to specify the following matters concerning My Equity Interest:

1. I irrevocably authorize **Qufenqi (Ganzhou) Information Technology Co., Ltd.** (the "**WFOE**") to exercise the following rights during the term of this Power of Attorney Agreement:

The WFOE is hereby authorized to act as my sole agent and authorized representative to act on my behalf with respect to all matters relating to My Equity Interest, including, without limitation: (1) to propose, convene and attend the shareholders' meeting of the Domestic Company; (2) to exercise all shareholder rights and voting rights available to me under the laws of the PRC and the articles of association of the Domestic Company, including, without limitation, the right to sell, transfer, pledge or dispose of all or a part of My Equity Interest; and (3) to nominate and appoint the legal representative (chairman of the board of directors), directors, supervisors, chief executive officer (or manager) and other senior officers of the Domestic Company on my behalf.

2. Without limiting the generality of the power granted hereunder, the WFOE shall have the right and authority hereunder to enter into the relevant transfer contract set forth in the Exclusive Call Option Agreement on my behalf to the extent that I am required to be a party thereto, and perform the terms of the Equity Interest Pledge Agreement and the Exclusive Call Option Agreement, dated even date herewith, to which I am a party or execute any documents required to be executed thereunder.

Appendix to Exclusive Call Option Agreement

3. Without limiting the generality of the power granted hereunder, I irrevocably acknowledge, agree and authorize that the WFOE may decide, at its sole and absolute discretion and on an exclusive basis, the disposal of My Equity Interest, including, without limitation, sale, transfer, grant, offer, pledge, creation of encumbrance over, exchange or other disposal of My Equity Interest to a third party designated by the WFOE (similarly hereinafter), as required in specific circumstances and based on the ordinary resolutions of its board of directors, and such decisions made by the WFOE pursuant to the power hereunder shall be legally binding upon me and My Equity Interest. For this purpose, I acknowledge and agree that the WFOE shall: (1) enter into documents required for the disposal of My Equity Interest decided by the WFOE, including, without limitation, sale agreements, transfer agreements, and resolutions of the Domestic Company, (2) cause such members of the board of directors and authorized representatives to the shareholders' meeting as recommended or appointed by me to cast affirmative votes at the meetings of the board of directors and/or shareholders' meeting of the Domestic Company relating to the disposal of My Equity Interest decided by the WFOE, or to execute and adopt the relevant resolutions of the board of directors or shareholders' meeting of the Domestic Company; (3) be hereby irrevocably authorized as my agent to execute all such necessary documents on my behalf, in which case such documents executed by the WFOE on my behalf shall be legally binding upon me; (4) take all other steps necessary or advisable for the disposal of My Equity Interest decided by the WFOE, including, without limitation, to issue, execute, deliver and/or submit to governmental authorities or third parties documents, agreements, certificates or statements, to assist the Domestic Company, the WFOE and third parties to obtain all governmental approvals, permissions, licenses, registrations and filings required for the implementation of such disposal of My Equity Interest, and to provide other cooperation and convenience, in order for such disposal to be promptly and validly implemented to the extent that it involves the rights and obligations of the parties.

4. The WFOE shall have the right to delegate or assign, at its own discretion, its rights relating to the matters above to any other individual or entity without the prior notice to or the prior consent of me.

Appendix to Exclusive Call Option Agreement

5. As long as I am a shareholder of the Domestic Shareholder, this Power of Attorney Agreement shall be irrevocable and continue in force as from the date hereof, unless the contrary is indicated by the WFOE in writing. Once the WFOE notifies me in writing to terminate this Power of Attorney Agreement in whole or in part, I shall immediately withdraw all mandates and authorities hereby granted to the WFOE above, and immediately execute a power of attorney in the same form as this Power of Attorney Agreement to grant to another person nominated by the WFOE the same authorities and mandates as granted hereunder.

6. This Power of Attorney Agreement shall be binding upon my successors and assignees, and I shall cause my successors or assignees, if applicable, to execute similar power of attorney.

7. I hereby waive, and shall not exercise, all rights granted to the WFOE relating to My Equity Interest hereunder during the term of this Power of Attorney Agreement.

[The remainder of this page is intentionally left blank.]

Appendix to Exclusive Call Option Agreement

Principal: Min Luo

By: _____
Name: Min Luo

Agent: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix company seal)

By: _____

Name: Min Luo

Appendix to Exclusive Call Option Agreement

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party A: Qufenqi (Ganzhou) Information Technology Co., Ltd. (Affix company seal)
(seal)

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party B: Min Luo

By: /s/ Min Luo
Name: Min Luo

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

Party C: Xiamen Qudian Technology Co., Ltd. (Affix company seal)
(Seal)

By: /s/ Min Luo
Name: Min Luo

Exhibit 10.42

June 20, 2017

To: Xiamen Qudian Technology Co., Ltd. (the "**VIE Entity**")

To Whom It May Concern:

To ensure the cash flow requirements of the VIE Entity's operations are met and/or to set off any loss accrued during such operations, the undersigned, Qudian Inc. (the "**Company**"), is obligated and hereby undertakes to provide unlimited financial support to the VIE Entity, to the extent permissible under the applicable PRC laws and regulations, whether or not any such operational loss is actually incurred. The form of financial support shall include, but not limited to, extension of cash, entrusted loans and borrowings. The Company will not request repayment of the loans or borrowings if the VIE Entity or its shareholders do not have sufficient funds or are unable to repay.

The undersigned agrees and acknowledges such undertaking shall be irrevocable and continuously valid from the date hereof until the earlier of (1) the date on which all of the equity interests of the VIE Entity have been acquired directly or indirectly by the Company or its designated representative (individual or legal person); or (2) the date of unilateral termination by the Company, at its sole and absolution discretion, by giving thirty (30) days prior written notice to the VIE Entity of its intention to terminate this letter.

Please confirm receipt of this letter by returning a signed copy of this letter to the undersigned.

Qudian Inc.

/s/ Min Luo

Name:
Title: Authorized Signatory

Exhibit 21.1

LIST OF SUBSIDIARIES AND CONSOLIDATED VARIABLE INTEREST ENTITIES OF

QUDIAN INC.

Subsidiaries	**Jurisdiction of Incorporation**
QD Technologies Limited	British Virgin Islands
QD Data Limited	Hong Kong
Qufenqi (HK) Limited	Hong Kong
Qufenqi (Ganzhou) Information Technology Co., Ltd.* 趣分期（赣州）信息技术有限公司	PRC
Xiamen Qudian Financial Lease Co., Ltd.* 厦门趣店融资租赁有限公司	PRC

Consolidated Variable Interest Entities ("VIEs")	**Jurisdiction of Incorporation**
Beijing Happy Time Technology Development Co., Ltd.* 北京快乐时代科技发展有限公司	PRC
Ganzhou Qudian Technology Co., Ltd.* 赣州趣店科技有限公司	PRC
Hunan Qudian Technology Development Co., Ltd.* 湖南趣店科技发展有限公司	PRC
Xiamen Qudian Technology Co., Ltd.* 厦门趣店科技有限公司	PRC

Subsidiaries of Consolidated VIEs	**Jurisdiction of Incorporation**
Tianjin Happy Time Technology Development Co., Ltd.* 天津快乐时代科技发展有限公司	PRC
Tianjin Qufenqi Technology Co., Ltd.* 天津趣分期科技有限公司	PRC
Beijing Happy Fenqi Technology Development Co., Ltd.* 北京快乐分期科技发展有限公司	PRC
Tianjin Happy Fenqi Technology Development Co., Ltd.* 天津快乐分期科技发展有限公司	PRC
Qufenqi (Beijing) Information Technology Co., Ltd.* 趣分期（北京）信息技术有限公司	PRC
Ganzhou Happy Fenqi Technology Development Co., Ltd.* 赣州快乐分期科技发展有限公司	PRC
Ganzhou Happy Fenqi Network Service Co., Ltd.* 赣州快乐分期网络服务有限公司	PRC
Fuzhou High-tech Zone Microcredit Co., Ltd.* 抚州高新区趣分期小额贷款有限公司	PRC
Fuzhou Happy Time Technology Development Co., Ltd.* 抚州快乐时代科技发展有限公司	PRC
Ganzhou Happy Time E-Commerce Co., Ltd.* 赣州快乐时代电子商务有限公司	PRC
Hunan Happy Time Technology Development Co., Ltd.* 湖南快乐时代科技发展有限公司	PRC
Ganzhou Happy Life Network Microcredit Co., Ltd.* 赣州快乐生活网络小额贷款有限公司	PRC
Yihuang Qudian Technology Development Co., Ltd.* 宜黄县趣店科技发展有限公司	PRC
Jiangxi Chunmian Technology Development Co., Ltd.* 江西春眠科技发展有限公司	PRC
Xiamen Qudian Commercial Factoring Co., Ltd.* 厦门趣店商业保理有限公司	PRC
Ganzhou Laifenqi Technology Development Co., Ltd.* 赣州来分期科技发展有限公司	PRC
Xinjiang Qudian Technology Co., Ltd. * 新疆趣店科技有限公司	PRC
Ganzhou Qudian Commerce Development Co., Ltd. * 赣州趣店商贸发展有限公司	PRC

* The English name of this subsidiary, consolidated VIE or subsidiary of consolidated VIE, as applicable, has been translated from its Chinese name.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated May 31, 2017, in the Registration Statement (Form F-1) and related Prospectus of Qudian Inc. dated September 18, 2017 for the registration of its Class A ordinary Shares.

/s/ Ernst & Young Hua Ming LLP

Shanghai, the People’s Republic of China

September 12, 2017

Exhibit 23.5

Qudian Inc.
15/F Lvge Industrial Building
1 Datun
Chaoyang District, Beijing 100012
People's Republic of China

September 18, 2017

Ladies and Gentlemen:

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, I hereby consent to be named in the Registration Statement on Form F-1 (the "Registration Statement") of Qudian Inc. (the "Company"), and any amendments thereto, as a person about to become a director of the Company and agree that following the effectiveness of the Registration Statement and commencing at the time the Securities and Exchange Commission declares the registration statement on Form 8-A under Section 12(b) of the Securities Exchange Act of 1934, as amended, effective, I will serve as a member of the board of directors of the Company.

[*Signature page to follow*]

Sincerely yours,

/s/ Yifan Li

Name: Yifan Li

Exhibit 23.6

Qudian Inc.
15/F Lvge Industrial Building
1 Datun
Chaoyang District, Beijing 100012
People's Republic of China

September 18, 2017

Ladies and Gentlemen:

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, I hereby consent to be named in the Registration Statement on Form F-1 (the "Registration Statement") of Qudian Inc. (the "Company"), and any amendments thereto, as a person about to become a director of the Company and agree that following the effectiveness of the Registration Statement and commencing at the time the Securities and Exchange Commission declares the registration statement on Form 8-A under Section 12(b) of the Securities Exchange Act of 1934, as amended, effective, I will serve as a member of the board of directors of the Company.

[*Signature page to follow*]

Sincerely yours,

/s/ Rocky Ta-Chen Lee

Name: Rocky Ta-Chen Lee

Exhibit 23.7

Consent of Oliver Wyman

September 18, 2017

Qudian Inc.
15/F Lvge Industrial Building
1 Datun Road
Chaoyang District, Beijing 100012
People's Republic of China

Ladies and Gentlemen:

Oliver Wyman Consulting (Shanghai) Ltd hereby consents to (i) references to our name, (ii) inclusion of information, data and statements from, and references to our preparation of, the report entitled "China Online Consumer Finance Market Overview and Perspectives" (together with any subsequent amendments made by us thereto, the "Report"), and (iii) the citation of the Report, in each case in the form set forth in Schedule I hereto, in the registration statement on Form F-1 (together with any amendments thereto, the "Registration Statement") in relation to the initial public offering (the "IPO") of Qudian Inc. (the "Company") to be filed with the United States Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended, and any other future filings with the SEC, including filings on Form 20-F or Form 6-K or other SEC filings (collectively, the "SEC Filings").

Oliver Wyman Consulting (Shanghai) Ltd also hereby consents to the filing of this letter as an exhibit to the Registration Statement.

Yours faithfully

For and on behalf of
Oliver Wyman Consulting
(Shanghai) Ltd

/s/ Cliff Sheng
Name: Cliff Sheng
Title: Partner, Head of Financial Services China

Schedule I

The information listed below and appearing in the “Inside Front Cover” of the prospectus:

Source: * the Oliver Wyman Report
(4) In terms of number of active borrowers and amount of credit drawdowns in 1H2017.

The information listed below and appearing in the “Prospectus Summary” section of the prospectus:

This prospectus contains information from an industry report commissioned by us and prepared by Oliver Wyman Consulting (Shanghai) Ltd, or Oliver Wyman, an independent management consulting firm, to provide information regarding our industry and our market position in China. We refer to this report as the Oliver Wyman Report.

We are the largest online provider of small cash credit products in China in terms of the number of active borrowers and the amount of transactions in the six months ended June 30, 2017, according to the Oliver Wyman Report.

The information listed below and appearing in the “Special Note Regarding Forward-Looking Statements and Industry Data” section of the prospectus:

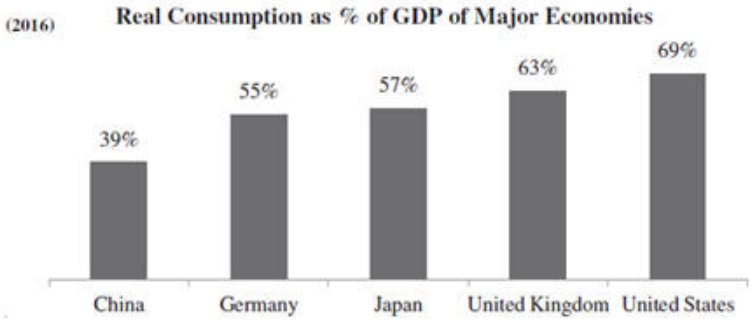
This prospectus contains statistical data and estimates published by Oliver Wyman Consulting (Shanghai) Ltd, or Oliver Wyman, including a report which we commissioned Oliver Wyman to prepare and for which we paid a fee.

The information listed below and appearing in the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section of the prospectus:

We are the largest online provider of small cash credit products in China in terms of the number of active borrowers and the amount of transactions in the six months ended June 30, 2017, according to the Oliver Wyman Report.

The information listed below and appearing in the “Industry Overview” section of the prospectus:

China’s private consumption level has been growing rapidly at a compound annual growth rate, or CAGR, of 9.5% from 2010 to 2015, according to the Oliver Wyman Report. Despite the significant growth, the relative size of China’s consumption as a percentage of total GDP is still low compared to other developed economies according to the Oliver Wyman Report, indicating considerable room for further expansion. With the increases in China’s per capita disposable income, household wealth and consumers’ growing willingness to spend, China’s private consumption is expected to continue to be a key driver for the Chinese economy going forward, growing at a CAGR of 6.8% from 2015 to 2021 and outpacing that of the GDP growth as the Oliver Wyman Report indicates.



The penetration of Internet and mobile Internet in China has continued to expand, with increasing variety of applications to consumers' daily life, evidenced by the following statistics in the Oliver Wyman Report:

- Internet users and mobile Internet users in China reached 731 million and 695 million, respectively, in 2016;
- the number of mobile payment users is expected to increase from 469 million in 2016 to 697 million in 2021;
- online and mobile banking volume is forecasted to reach RMB6,770 trillion by 2021, growing at a CAGR of 24.7% from 2016; and
- gross merchandise value, or GMV, of online retail and mobile commerce market in China have amounted to RMB4.8 trillion and RMB3.6 trillion in 2016, respectively, and are expected to grow to RMB11.4 trillion and RMB9.4 trillion, respectively, in 2021.

According to the Oliver Wyman Report, consumers in China between the ages of 18 and 35, amounting to approximately 367 million in 2016, constitute the core target segment for the online consumer finance market.

According to the Oliver Wyman Report, the average online consumer spent approximately RMB835 per month in total online purchases in 2016, while consumers between the ages of 20 to 24, 25 to 29 and 30 to 34 in China had an average monthly income of approximately RMB3,767, RMB4,500 and RMB4,717, respectively, in 2016.

According to an Oliver Wyman survey conducted in 2016, 81.0% of respondents indicated that it is either extremely acceptable or quite acceptable to take out personal loans to finance consumption.

According to the Oliver Wyman Report, 55.1% of the Chinese population was financially active but did not have credit histories in the national credit bureau in 2015. Only approximately 200 million, which represented 17.4% of China's financially active population, comprised of individuals aged 15 and above, in 2015, held one or more credit cards, compared to 68.5% in the U.S. during the same period, according to the Oliver Wyman Report.

The outstanding volume of consumer-loan-backed asset securitization is expected to rapidly grow from RMB190 billion in 2016 to RMB3,271 billion in 2021 at a CAGR of 76.5%, according to the Oliver Wyman Report.

China's online consumer finance market is expected to experience rapid growth with outstanding online consumer loan balance growing to RMB4,025 billion by 2021, representing 31.4% of all outstanding consumer loan balance (online and offline), according to the Oliver Wyman Report. The transaction volume of online consumption loans is expected to grow from RMB1,144 billion in 2016 to RMB10,021 billion in 2021 at a CAGR of 54.3%, and active borrowers for such loans are expected to reach 256 million in 2021, according to the Oliver Wyman Report.

Source: Oliver Wyman Report.

The information listed below and appearing in the "Business" section of the prospectus:

We are the largest online provider of small cash credit products in China in terms of the number of active borrowers and the amount of transactions in the six months ended June 30, 2017, according to the Oliver Wyman Report.

We are the largest online provider of small cash credit products in China in terms of the number of active borrowers and the amount of transactions in the six months ended June 30, 2017, according to the Oliver Wyman Report.

According to the Oliver Wyman Report, there were approximately 367 million consumers in China in 2016 between the ages of 18 and 35, and such group constitutes a core target segment for the online consumer finance market.

Exhibit 99.1

CODE OF BUSINESS CONDUCT AND ETHICS OF QUDIAN INC.

INTRODUCTION

Qudian Inc., its consolidated subsidiaries and consolidated Variable Interest Entities (collectively the "Company") are committed to conducting their business in accordance with all applicable laws and the highest standards of business ethics. This Code of Business Conduct and Ethics (the "Code") contains general guidelines for conducting the business of the Company. In general, employees should strive to comply with the law and conduct business honestly, fairly and in the best interests of the Company. To the extent this Code requires a higher standard than required by commercial practice or applicable laws, we adhere to these higher standards.

This Code applies to all of the directors, officers, employees and advisors of the Company, whether they work for the Company on a full-time, part-time, consultative, or temporary basis. We refer to these persons as our "employees." We also refer to our Chief Executive Officer, Chief Financial Officer, our other executives and any other persons who perform similar functions for the Company as "executive officers."

It is the Company's policy that any employee who violates this Code will be subject to discipline, which may include termination of employment. If your conduct as an employee of the Company does not comply with the law or with this Code, there may be serious, adverse consequences for both you and the Company.

Seeking Help and Information

This Code is not intended to be a comprehensive rulebook and cannot address every situation that you may face. If you feel uncomfortable about a situation or know of or suspect a violation of this Code, seek help. We encourage you to contact your supervisor first. If you do not feel comfortable contacting your supervisor, contact the compliance officer (the "Compliance Officer") of the Company, who shall be a person appointed by the Board of Directors of the Company (the "Board"). If you have any questions regarding the Code or would like to report any violation of the Code, please call or e-mail the Compliance Officer. Any questions or violations of the Code involving an executive officer should be directed or reported to any of the independent director on our Board or the members of the appropriate committee of our Board, and any such questions or violations will be reviewed directly by the Board or the appropriate committee of the Board.

Reporting Violations of the Code

Employees have a duty to report any known or suspected violation of this Code, including any violation of laws, rules, regulations or policies that apply to the Company. Reporting a known or suspected violation of this Code will not be considered an act of disloyalty, but an effort to safeguard the reputation and integrity of the Company and its employees.

All questions and reports of known or suspected violations of this Code will be treated with sensitivity and discretion. The Compliance Officer, the Board or the appropriate committee of the Board and the Company will protect your confidentiality to the greatest extent consistent with the law and the Company's need to investigate your concern.

Policy Against Retaliation

The Company prohibits retaliation against an employee who, in good faith, seeks help or reports known or suspected violations. An employee inflicting reprisal or retaliation against another employee for reporting a known or suspected violation may be subject to disciplinary actions, including termination of employment.

Waivers of the Code

Waivers of this Code may be made only by the Board or the appropriate committee of the Board and will be promptly disclosed to the public as required by law or the rules of the New York Stock Exchange. Waivers of this Code will be granted on a case-by-case basis and only in extraordinary circumstances.

COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

Employees have an obligation to comply with all laws, rules and regulations applicable to the Company's operations. These include, without limitation, laws covering bribery and kickbacks, copyrights, trademarks and trade secrets, information privacy, insider trading, illegal political contributions, antitrust prohibitions, foreign corrupt practices, offering or receiving gratuities, environmental hazards, employment discrimination or harassment, occupational health and safety, false or misleading financial information or misuse of corporate assets. It is your responsibility to understand and comply with the laws, regulations and policies that are relevant to your position. If any doubt exists about whether a course of action is lawful, you should seek advice from your supervisor or the Compliance Officer.

Failure to comply with applicable laws and regulations can result in civil and criminal liability against you and the Company, as well as disciplinary action by the Company against you, including termination of employment. You should contact the Compliance Officer if you have any questions about the laws, regulations and policies that may apply to you.

The Foreign Corrupt Practices Act

The U.S. Foreign Corrupt Practices Act (the "FCPA") prohibits the Company and its employees and agents from offering, promising or giving, directly or indirectly, money or any other item of value to win or retain business or to influence any act or decision of any governmental official (including employees of any state-owned or state-controlled entities), political party, candidate for political office or official of a public international organization. This prohibition also extends to payments to a sales representative or agent if there is reason to believe that the payment will be used indirectly for a prohibited payment to foreign officials. Violation of the FCPA by employees and agents is a crime that can subject the Company (including any U.S. citizen or green card-holding employees) to severe fines and criminal penalties. Any violations shall result in appropriate disciplinary action by the Company, including termination of employment.

Health and Safety

The Company is committed not only to complying with all relevant health and safety laws, but also to conducting business in a manner that protects the safety of its employees. Employees are required to comply with all applicable health and safety laws, regulations and policies relevant to their jobs. If you have any concerns about unsafe conditions or tasks that present a risk of injury to you, please report these concerns immediately to your supervisor or the Human Resources Department.

Employment Practices

The Company pursues fair employment practices in every aspect of its business. The following is intended to be a summary of our employment policies and procedures. Copies of our detailed policies are available from the Human Resources Department. Employees must comply with all applicable labor and employment laws, including anti-discrimination laws and laws related to freedom of association, privacy and collective bargaining. It is your responsibility to understand and comply with the laws, regulations and policies that are relevant to your job. Failure to comply with labor and employment laws can result in civil and criminal liability against you and the Company as well as disciplinary action by the Company against you, including termination of employment. You should contact the Compliance Officer or the Human Resources Department if you have any questions about the laws, regulations and policies that apply to you.

CONFLICTS OF INTEREST

A conflict of interest occurs when an employee's private interest interferes, or appears to interfere, in any way with the interests of the Company as a whole. You should actively avoid any private interest that may influence your ability to act in the interests of the Company or that may make it difficult to perform your work objectively and effectively.

It is difficult to list all of the ways in which a conflict of interest may arise. However, in general, the following may create conflicts of interest:

- Outside Employment. No employee may be concurrently employed by, serve as a director of, trustee for or provide any services not in his or her capacity as an employee to any entity, whether for-profit or non-profit, that is a material customer, institutional funding partner, service provider, supplier or competitor of the Company or any entity whose interests would reasonably be expected to conflict with the Company.
- Financial Interests. No employee should have a significant financial interest (ownership or otherwise) in any company that is a material customer, institutional funding partner, service provider, supplier or competitor of the Company or any entity whose interests would reasonably be expected to conflict with the Company. A "significant financial interest" means (i) ownership of greater than 1% of the equity of a material customer, institutional funding partner, service provider, supplier or competitor or (ii) an investment in a material customer, institutional funding partner, service provider, supplier or competitor that represents more than 5% of the total assets of the employee.
- Loans or Other Financial Transactions. No employee may obtain loans or guarantees of personal obligations from, or enter into any other personal financial transaction with, any company that is a material customer, institutional funding partner, service provider, supplier or competitor of the Company. This guideline does not prohibit arm's length transactions with recognized online financial services providers, banks or other financial institutions.
- Family Situations. The actions of family members outside the workplace may also give rise to conflicts of interest because they may influence an employee's objectivity in making decisions on behalf of the Company. If a member of an employee's family is interested in doing business with the Company, the criteria as to whether to enter into or continue the business relationship, and the terms and conditions of the relationship, must be no less favorable to the Company compared with those that would apply to a non-relative seeking to do business with the Company under similar circumstances.

Employees should report any situation involving family members that could reasonably be expected to give rise to a conflict of interest to their supervisor or the Compliance Officer. For purposes of this Code, “family members” or “members of your family” include your spouse, brothers, sisters and parents, in-laws and children.

For purposes of this Code, a company is a “material” customer if the company has made payments to the Company in the past year in excess of US$100,000 or 10% of the customer’s gross revenues, whichever is greater. A company is “material” institutional funding partner if the company has funded more than 10% of the aggregate principal amount of the loans facilitated by the Company in the past year. A company is a “material” service provider or supplier if the company has received payments from the Company in the past year in excess of US$100,000 or 10% of the service provider or supplier’s gross revenues, whichever is greater. A company is a “material” competitor if the company competes in the Company’s line of business and has annual gross revenues from such line of business in excess of US$500,000. If you are uncertain whether a particular company is a material customer, institutional funding partner, service provider, supplier or competitor, please contact the Compliance Officer for assistance.

Disclosure of Conflicts of Interest

The Company requires that employees fully disclose any situations that could reasonably be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to the Compliance Officer. Conflicts of interest may only be waived by the Board or the appropriate committee of the Board and will be promptly disclosed to the public to the extent required by law.

CORPORATE OPPORTUNITIES

As an employee of the Company, you have an obligation to advance the Company’s interests when the opportunity to do so arises. If you discover or are presented with a business opportunity that is in the Company’s line of business through the use of corporate property or corporate information or because of your position at the Company, you should first present the business opportunity to the Company before pursuing the opportunity in your individual capacity. Employees may not use corporate property or corporate information or their positions with the Company in any way that may deprive the Company of any benefit or subject it to any harm.

You should disclose to your supervisor the terms and conditions of each business opportunity covered by this Code that you wish to pursue. Your supervisor will contact the Compliance Officer and the appropriate management personnel to determine whether the Company wishes to pursue the business opportunity. Once the Company grants you permission, you may pursue the business opportunity on the same terms and conditions as those originally offered to the Company and to the extent that it is consistent with other ethical guidelines set forth in the Code.

CORPORATE ASSETS AND CONFIDENTIAL INFORMATION

Employees have a duty to protect the Company’s assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company’s profitability. The Company’s files, computers, networks, software, phone system and other business resources are provided for business use only and they are the exclusive property of the Company. The use of the Company’s funds or assets, whether or not for personal gain, for any unlawful or improper purpose is prohibited. All inventions, creative works, computer software, and technical or trade secrets developed by an employee in the course of performing the employee’s duties or primarily through the use of the Company’s materials and technical resources while working at the Company, shall be property of the Company.

To ensure the protection and proper use of the Company's assets, employees should exercise reasonable care to prevent theft, damage or misuse of Company property. In the event of actual or suspected theft, damage or misuse of Company's property, employees should report such activities directly to a supervisor.

Employees should be aware that Company's property includes all data and communications transmitted or received by, or contained in, the Company's electronic or telephonic systems. The Company's property also includes all written communications. Employees and other users of the Company's property should have no expectation of privacy with respect to these communications and data. To the extent permitted by law, the Company has the ability, and reserves the right, to monitor all electronic and telephonic communications. These communications may also be subject to disclosure to law enforcement or government officials.

Safeguarding Confidential Information and Intellectual Property

Employees have access to a variety of confidential information while employed by the Company. Confidential information includes all non-public information that might be of use to competitors, or, if disclosed, harmful to the Company or its customers, institutional funding partners, service providers or suppliers. Every employee has a duty to respect and safeguard the confidentiality of the Company's information and the information of our customer, institutional funding partner, service provider and supplier, except when disclosure is authorized by the Company or legally mandated. An employee's obligation to protect confidential information continues after he or she leaves the Company. Unauthorized disclosure of confidential information could cause competitive harm to the Company, its customers, institutional funding partners, service providers or suppliers and could result in legal liability to you and the Company.

Employees also have a duty to protect the Company's intellectual property and other business assets. The intellectual property, business systems and the security of the Company property are critical to the Company.

Any questions or concerns regarding whether disclosure of the Company's information is legally mandated should be promptly directed to the Compliance Officer.

Care must be taken to safeguard and protect confidential information and Company property. Accordingly, the following measures should be adhered to:

- The Company's employees should prevent the inadvertent disclosure of confidential information during or after working hours. For example, documents or electronic devices containing confidential information should be stored in a secure location. Also, review of confidential documents or discussion of confidential subjects in public places (e.g., airplanes, trains, taxis, and buses) should be conducted so as to prevent disclosure to unauthorized persons.
- Within the Company's offices, confidential matters should not be discussed within hearing range of visitors or others not working on such matters.

- Confidential matters should not be discussed with other employees not working on such matters or with friends or relatives including those living in the same household as an employee.
- Employees should only access, use and disclose the confidential information to the extent that it is necessary for performing their duties. They should only disclose confidential information to other employees or business partners to the extent that it is necessary for such employees or business partners to perform their duties on behalf of the Company.

COMPETITION AND FAIR DEALING

Employees are obligated to deal fairly with fellow employees and with the Company's customers, institutional funding partners, service providers, suppliers and competitors. Employees should not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation or any other unfair practice.

Relationships with Customers

Our business success depends on fostering long-term customer relationships. The Company is committed to dealing with customers fairly, honestly and with integrity. Specifically, you should adhere to the following guidelines:

- Information we supply to customers should be accurate and complete to the best of our knowledge. Employees should not deliberately misrepresent information to customers.
- Information we obtain from customers should be treated with strict confidence and can only be shared with other parties after receiving consents from the relevant customers or pursuant to applicable laws or regulations.

Relationships with Institutional Funding Partners

The Company is committed to dealing with institutional funding partners fairly, honestly and with integrity. Employees should not deliberately misrepresent information to institutional funding partners.

Relationships with Service Providers and Suppliers

The Company deals fairly and honestly with its service providers and suppliers. This means that our relationships with service providers and suppliers are based on price, quality, service and reputation, among other factors. Employees dealing with service providers or suppliers should carefully guard their objectivity. Specifically, no employee should accept or solicit any personal benefit from a service provider or supplier or potential service provider or supplier that might compromise, or appear to compromise, their objective assessment of the service provider's services and prices or supplier's products and prices. Employees can give or accept promotional items of nominal value or moderately scaled entertainment within the limits of responsible and customary business practice. Please see "Gifts and Entertainment" below for additional guidelines in this area.

Relationships with Competitors

The Company is committed to free and open competition in the marketplace. Employees should avoid actions that would be contrary to laws governing competitive practices in the marketplace, including antitrust laws. Such actions include misappropriation or misuse of a competitor's confidential information or making false statements about the competitor's business and business practices.

GIFTS AND ENTERTAINMENT

The giving and receiving of gifts is a common business practice. Appropriate business gifts and entertainment are welcome courtesies designed to foster relationships with business partners. However, gifts and entertainment should not compromise, or appear to compromise, your ability to make unbiased business decisions.

It is your responsibility to use good judgment in this area. As a general rule, you may exchange gifts with customers, institutional funding partners, service providers or suppliers only if such gifts would not be viewed as an inducement or reward for any particular business decision. All gifts and entertainment expenses should be properly accounted for on expense reports. The following specific examples may be helpful:

- Meals and Entertainment. You may occasionally accept or give meals, refreshments or other entertainment if:
    - The items are a reasonable value;
    - The purpose of the meeting or attendance at the event is related to the Company's business; and
    - The expenses would be paid by the Company as a reasonable business expense if not paid for by another party.
- Advertising and Promotional Materials. You may occasionally accept or give advertising or promotional materials of nominal value.
- Personal Gifts. You may accept or give personal gifts of reasonable value that are related to recognized special occasions such as a graduation, promotion, new job, wedding, retirement or a holiday. A gift is also acceptable if it is based on a family or personal relationship and unrelated to the business involved between the individuals.
- Gifts Rewarding Accomplishments. You may accept a gift from a civic, charitable or religious organization specifically related to your accomplishments.

You must be particularly careful that gifts and entertainment are not construed as bribes, kickbacks or other improper payments. See "The Foreign Corrupt Practices Act" above for a more detailed discussion of our policies regarding giving or receiving gifts related to business transactions.

You should make every effort to refuse or return a gift that is beyond these permissible guidelines. If it would be inappropriate to refuse a gift or you are unable to return a gift, you should promptly report the gift to your supervisor. Your supervisor will bring the gift to the attention of the Compliance Officer, who may require you to donate the gift to an appropriate community organization. If you have any questions about whether it is permissible to accept a gift or something else of value, contact your supervisor or the Compliance Officer for additional guidance.

COMPANY RECORDS

Accurate and reliable records are crucial to our business. Our records are the basis of our earnings statements, financial reports and other disclosures to the public and guide our business decision-making and strategic planning. Company records include booking information, payroll, timecards, travel and expense reports, e-mails, accounting and financial data, measurement and performance records, electronic data files and all other records maintained in the ordinary course of our business.

All Company records must be complete, accurate and reliable in all material respects. Undisclosed or unrecorded funds, payments or receipts are inconsistent with our business practices and are prohibited. You are responsible for understanding and complying with our record-keeping policy.

ACCURACY OF FINANCIAL REPORTS AND OTHER PUBLIC COMMUNICATIONS

As a public company we are subject to various securities laws, regulations and reporting obligations. These laws, regulations and obligations and our policies require the disclosure of accurate and complete information regarding the Company's business, financial condition and results of operations. Inaccurate, incomplete or untimely reporting will not be tolerated and can severely damage the Company and result in legal liability.

Employees should be on guard for, and promptly report, any possibility of inaccurate or incomplete financial reporting. Particular attention should be paid to financial results that seem inconsistent with the performance of the underlying business, transactions that do not seem to have an obvious business purpose and requests to circumvent ordinary review and approval procedures. Employees with information relating to questionable accounting or auditing matters may also confidentially, or anonymously, submit the information in writing to the Company's audit committee of the Board.

It is essential that the Company's financial records, including all filings with the Securities and Exchange Commission ("SEC"), be accurate and timely. Accordingly, in addition to adhering to the conflict of interest policy and other policies and guidelines in this Code, the executive officers and other principal financial officers must take special care to exhibit integrity at all times and to instill this value within their organizations. In particular, these senior officers must ensure that they abide by all public disclosure requirements by providing full, fair, accurate, timely and understandable disclosures, and that they comply with all other applicable laws and regulations. The executive officers and other principal financial officers must also understand and strictly comply with generally accepted accounting principles in the U.S. and all standards, laws and regulations for accounting and financial reporting of transactions, estimates and forecasts.

In addition, U.S. federal securities laws require the Company to maintain proper internal books and records and to devise and maintain an adequate system of internal accounting controls. The SEC has supplemented the statutory requirements by adopting rules that prohibit (1) any person from falsifying records or accounts subject to the above requirements and (2) officers or directors from making any materially false, misleading or incomplete statement to an accountant in connection with an audit or any filing with the SEC. These provisions reflect the SEC's intent to discourage officers, directors and other persons with access to the Company's books and records from taking action that might result in the communication of materially misleading financial information to the investing public.

Employees are prohibited from directly or indirectly taking any action to coerce, manipulate, mislead or fraudulently influence the Company's independent auditors for the purpose of rendering the financial statements of the Company materially misleading. Prohibited actions include, but are not limited to, those actions taken to coerce, manipulate, mislead or inappropriately influence an auditor to:

- issue or reissue a report on the Company's financial statements that is not warranted in the circumstances (due to material violations of U.S. GAAP, generally accepted auditing standards or other professional or regulatory standards);
- not perform audit, review or other procedures required by generally accepted auditing standards or other professional standards;
- withdraw an issued report; or
- not communicate matters to the Company's audit committee of the Board.

PROHIBITION OF INSIDER TRADING

The Company has an insider trading policy, which may be obtained from the Compliance Officer. The following is a summary of some of the general principles relevant to insider trading, and should be read in conjunction with the aforementioned specific policy.

Employees are prohibited from trading in shares or other securities of the Company while in possession of material, nonpublic information about the Company. Prohibition on insider trading applies to members of the employees' family and anyone else sharing the home of the employees. Therefore, employees must use discretion when discussing work with friends or family members as well as other employees. In addition, employees are prohibited from recommending, "tipping" or suggesting that anyone else buy or sell shares or other securities of the Company on the basis of material, nonpublic information. Employees who obtain material nonpublic information about another company in the course of their employment are prohibited from trading in shares or securities of the other company while in possession of such information or "tipping" others to trade on the basis of such information. Violation of insider trading laws can result in severe fines and criminal penalties, as well as disciplinary action by the Company, including termination of employment.

Information is "nonpublic" if it has not been made generally available to the public by means of a press release or other means of widespread distribution. Information is "material" if a reasonable investor would consider it important in a decision to buy, hold or sell stock or other securities. As a rule of thumb, any information that would affect the value of stock or other securities should be considered material. Examples of information that is generally considered "material" include:

- Financial results or forecasts, or any information that indicates the Company's financial results may exceed or fall short of forecasts or expectations;
- Important new products or services;
- Pending or contemplated acquisitions or dispositions, including mergers, tender offers or joint venture proposals;
- Possible management changes or changes of control;
- Pending or contemplated public or private sales of debt or equity securities;
- Engagement or loss of a significant business partner or contract;

- Significant write-offs;
- Initiation or settlement of significant litigation; and
- Changes in the Company's auditors or a notification from its auditors that the Company may no longer rely on the auditor's report.

The laws against insider trading are specific and complex. Any questions about information you may possess or about any dealings you have had in the Company's securities should be promptly brought to the attention of the Compliance Officer.

PUBLIC COMMUNICATIONS AND PREVENTION OF SELECTIVE DISCLOSURE

The Company places a high value on its credibility and reputation in the community. What is written or said about the Company in the news media and investment community directly impacts our reputation, positively or negatively. Our policy is to provide timely, accurate and complete information in response to public requests (e.g., media, analysts), consistent with our obligations to maintain the confidentiality of competitive and proprietary information and to prevent selective disclosure of market-sensitive financial data. To ensure compliance with this policy, all news media or other public requests for information regarding the Company should be directed to the Company's Investor Relations Department. The Investor Relations Department will work with you and the appropriate personnel to evaluate and coordinate a response to the request.

Prevention of Selective Disclosure

Preventing selective disclosure is necessary to comply with U.S. securities laws and to preserve the reputation and integrity of the Company as well as that of all persons affiliated with it. "Selective disclosure" occurs when any person provides potentially market-moving information to selected persons before the news is available to the investing public generally. Selective disclosure is a crime under U.S. law and the penalties for violating the law are severe.

The following guidelines have been established to avoid improper selective disclosure. Every employee is required to follow these procedures:

- All contact by the Company with investment analysts, the press and/or members of the media shall be made through the chief executive officer, chief financial officer or persons designated by them (collectively, the "Media Contacts").
- Other than the Media Contacts, no officer, director or employee shall provide any potentially market-moving information regarding the Company or its business to any investment analyst or member of the press or media.
- All inquiries from persons such as industry analysts or members of the media about the Company or its business should be directed to a Media Contact. All presentations to the investment community regarding the Company will be made by us under the direction of a Media Contact.
- Other than the Media Contacts, any employee who is asked a question regarding the Company or its business by a member of the press or media shall respond with "No comment" and forward the inquiry to a Media Contact.

These procedures do not apply to the routine process of making previously released information regarding the Company available upon inquiries made by investors, investment analysts and members of the media.

Please contact the Compliance Officer if you have any questions about the scope or application of the Company's policies regarding selective disclosure.

ENVIRONMENT

Employees should strive to conserve resources and reduce waste and emissions through recycling and other conservation measures. You have a responsibility to promptly report any known or suspected violations of environmental laws or any events that may result in a discharge or emission of hazardous materials.

HARASSMENT AND DISCRIMINATION

The Company is committed to providing equal opportunity and fair treatment to all individuals on the basis of merit, without discrimination because of race, color, religion, national origin, sex (including pregnancy), sexual orientation, age, disability, veteran status or any other characteristic protected by law. The Company prohibits harassment in any form, whether physical or verbal and whether committed by supervisors, non-supervisory personnel or non-employees. Harassment may include, but is not limited to, offensive sexual flirtations, unwanted sexual advances or propositions, verbal abuse, sexually or racially degrading words, or the display of sexually suggestive objects or pictures.

If you have any complaints about discrimination or harassment, report such conduct to your supervisor or the Human Resources Department. All complaints will be treated with sensitivity and discretion. Your supervisor, the Human Resources Department and the Company will protect your confidentiality to the extent possible, consistent with the law and the Company's need to investigate your concern. Where our investigation uncovers harassment or discrimination, we will take prompt corrective action, which may include disciplinary action against the perpetrator such as termination of employment. The Company strictly prohibits retaliation against an employee who files a complaint in good faith.

Any manager who has reason to believe that an employee has been the victim of harassment or discrimination or who receives a report of alleged harassment or discrimination is required to report it to the Human Resources Department immediately.

CONCLUSION

This Code of Business Conduct and Ethics contains general guidelines for conducting the business of the Company consistent with the highest standards of business ethics. If you have any questions about these guidelines, please contact your supervisor or the Compliance Officer. We expect all employees to adhere to these standards.

This Code of Business Conduct and Ethics, as applied to the Company's executive officers, shall be our "code of ethics" within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder.

This Code and the matters contained herein are neither a contract of employment nor a guarantee of continuing Company policy. We reserve the right to amend, supplement or discontinue this Code and the matters addressed herein, without prior notice, at any time.

Exhibit 99.2

Qudian Inc.
15/F Lvge Industrial Building
1 Datun
Chaoyang District, Beijing 100012
People's Republic of China

February 24, 2017

VIA EDGAR

Division of Corporation Finance
U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Re: Qudian Inc.
Confidential Submission of the Draft Registration Statement on Form F-1
Request for Waiver and Representation under Item 8.A.4 of Form 20-F

Ladies and Gentlemen:

The undersigned, the Chief Financial Officer of Qudian Inc., an exempted company incorporated under the laws of the Cayman Islands with limited liability (the "Company"), is submitting this letter via EDGAR to the Securities and Exchange Commission (the "Commission") in connection with the Company's confidential submission on the date hereof of its draft registration statement on Form F-1 (the "Draft Registration Statement") relating to a proposed initial public offering and listing in the United States of the Company's ordinary shares to be represented by American depositary shares.

The Company has included in the Draft Registration Statement its audited consolidated financial statements, prepared in accordance with accounting principles generally accepted in the United States of America, as of December 31, 2014 and 2015 and for the period from April 9, 2014 (the day on which the Company commenced its operations) to December 31, 2014 and the year ended December 31, 2015, and unaudited interim consolidated financial statements as of September 30, 2016 and for each of the nine-month periods ended September 30, 2015 and 2016.

The Company respectfully requests that the Commission waive the requirement of Item 8.A.4 of Form 20-F, which states that in the case of a company's initial public offering, the registration statement on Form F-1 must contain audited financial statements of a date not older than 12 months from the date of the offering (the "12-Month Requirement"). *See also* Division of Corporation Finance, *Financial Reporting Manual*, Section 6220.3.

The Company is submitting this waiver request pursuant to Instruction 2 to Item 8.A.4 of Form 20-F, which provides that the Commission will waive the 12-Month Requirement "in cases where the company is able to represent adequately to us that it is not required to comply with this requirement in any other jurisdiction outside the United States and that complying with this requirement is impracticable or involves undue hardship." *See also* the 2004 release entitled *International Reporting and Disclosure Issues in the Division of Corporation Finance* (available on the Commission's website at http://www.sec.gov/divisions/corpfin/internatl/cfirdissues1104.htm) by the staff of the Division of Corporation Finance of the Commission (the "Staff") at Section III.B.c, in which the Staff notes that:

“the instruction indicates that the staff will waive the 12-month requirement where it is not applicable in the registrant’s other filing jurisdictions and is impracticable or involves undue hardship. As a result, we expect that the vast majority of IPOs will be subject only to the 15-month rule. The only times that we anticipate audited financial statements will be filed under the 12-month rule are when the registrant must comply with the rule in another jurisdiction, or when those audited financial statements are otherwise readily available.”

In connection with this waiver request, the Company represents to the Commission that:

1. the Company is not currently a public reporting company in any jurisdiction;
2. the Company is not required by any jurisdiction outside the United States to prepare consolidated financial statements audited under any generally accepted auditing standards for any interim period;
3. full compliance with Item 8.A.4 of Form 20-F at present is impracticable and involves undue hardship for the Company;
4. the Company does not anticipate that its audited financial statements for the year ended December 31, 2016 will be available until April 2017; and
5. In no event will the Company seek effectiveness of its registration statement on Form F-1 if its audited financial statements are older than 15 months at the time of the Company’s initial public offering.

The Company is submitting this letter as an exhibit to the Draft Registration Statement pursuant to Instruction 2 to Item 8.A.4 of Form 20-F.

Very truly yours,

/s/ Carl Yeung
By: Carl Yeung
Title: Chief Financial Officer

Exhibit 99.3

方達律師事務所
FANGDA PARTNERS

上海 Shanghai • 北京 Beijing • 深圳 Shenzhen • 香港 Hong Kong
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文 号 Ref.: 16CF0759

27/F, North Tower, Kerry Center
No. 1, Guanghua Road, Chaoyang District
Beijing 100020, PRC

To: **Qudian Inc.**

September 18, 2017

Re: Legal Opinion

Dear Sirs,

We are lawyers qualified in the People's Republic of China (the "**PRC**", which, for the purpose of this opinion, does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan) and, as such, are qualified to issue this opinion on PRC Laws (as defined below).

We are acting as PRC legal counsel to Qudian Inc. (the "**Company**"), solely in connection with (A) the Company's registration statement on Form F-1, including all amendments or supplements thereto (the "**Registration Statement**"), filed by the Company with the U.S. Securities and Exchange Commission under the U.S. Securities Act of 1933, as amended, relating to the initial public offering (the "**Offering**") by the Company of a certain number of the Company's American depositary shares (the "**ADSs**"), each representing a certain number of ordinary shares of par value US$0.0001 per share of the Company, and (B) the proposed issuance and sale of the Company's ADSs and the proposed listing and trading of the Company's ADSs on the New York Stock Exchange.

As used in this opinion, (A) "**PRC Authorities**" means any national, provincial or local governmental, regulatory or administrative authority, agency or commission in the PRC, or any court, tribunal or any other judicial or arbitral body in the PRC; (B) "**PRC Laws**" means all laws, rules, regulations, statutes, orders, decrees, notices, circulars, judicial interpretations and other legislations of the PRC effective and available to the public as of the date hereof; (C) "**Governmental Authorizations**" means all approvals, consents, waivers, sanctions, certificates, authorizations, filings, registrations, exemptions, permissions, annual inspections, qualifications, permits and licenses required by any PRC Authorities pursuant to any PRC Laws; (D) "**PRC Subsidiary**" means Qufenqi (Ganzhou) Information Technology Co., Ltd., a wholly-foreign owned enterprise incorporated under the PRC Laws; and (E) "**Variable Interest Entities**" means the variable interest entities incorporated in the PRC, a detailed list of which is set forth in Appendix A hereto, and each a Variable Interest Entity; and (F) "**M&A Rules**" means the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, which was issued by six PRC regulatory agencies, namely, the Ministry of Commerce, the State-owned Assets Supervision and Administration Commission, the State Administration for Taxation, the State Administration for Industry and Commerce, the China Securities Regulatory Commission (the "**CSRC**") and the State Administration for Foreign Exchange, on August 8, 2006 and became effective on September 8, 2006, as amended by the Ministry of Commerce on June 22, 2009.

In so acting, we have examined the originals or copies, certified or otherwise identified to our satisfaction, provided to us by the Company, the PRC Subsidiary and the Variable Interest Entities, and such other documents, corporate records, certificates, Governmental Authorizations and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion, including, without limitation, originals or copies of the agreements listed in Appendix B hereof (the "**VIE Agreements**") and the certificates issued by the PRC Authorities and officers of the Company (collectively, the "**Documents**").

In reviewing the Documents and for the purpose of this opinion, we have assumed:

(1) the genuineness of all the signatures, seals and chops;

(2) the authenticity of the Documents submitted to us as originals and the conformity with the originals of the Documents provided to us as copies and the authenticity of such originals;

(3) the truthfulness, accuracy, completeness and fairness of all factual statements contained in the Documents;

(4) that the Documents have not been revoked, amended, varied or supplemented except as otherwise indicated in such Documents;

(5) that all information (including factual statements) provided to us by the Company, the PRC Subsidiary and the Variable Interest Entities in response to our enquiries for the purpose of this opinion is true, accurate, complete and not misleading, and that the Company, the PRC Subsidiary and the Variable Interest Entities have not withheld anything that, if disclosed to us, would reasonably cause us to alter this opinion in whole or in part;

(6) that all parties other than the PRC Subsidiary, and the Variable Interest Entities have the requisite power and authority to enter into, execute, deliver and perform the Documents to which they are parties;

(7) that all parties other than the PRC Subsidiary and the Variable Interest Entities have duly executed, delivered and performed the Documents to which they are parties, and all parties will duly perform their obligations under the Documents to which they are parties;

(8) that all Governmental Authorizations and other official statement or documentation were obtained from competent PRC Authorities by lawful means; and

(9) that all the Documents are legal, valid, binding and enforceable under all such laws as govern or relate to them, other than PRC Laws.

I. Opinions

Based on the foregoing and subject to the disclosures contained in the Registration Statement and the qualifications set out below, we are of the opinion that, as of the date hereof, so far as PRC Laws are concerned:

(i) Based on our understanding of the current PRC Laws (a) the ownership structure of the PRC Subsidiary and the Variable Interest Entities, both currently and immediately after giving effect to the Offering, does not and will not violate applicable PRC Laws; (b) each of the VIE Agreements is valid, binding and enforceable in accordance with its terms and applicable PRC Laws, and, both currently and immediately after giving effect to the Offering, does not and will not violate applicable PRC Laws; and (c) each of the financial support letters issued by the PRC Subsidiary to Beijing Happy Time Technology Development Co., Ltd., Ganzhou Qudian Technology Co., Ltd., Hunan Qudian Technology Development Co., Ltd., and Xiamen Qudian Technology Co., Ltd., dated as of December 9, 2016, May 1, 2017, May 1, 2017 and June 20, 2017 respectively, does not violate applicable PRC Laws, except that the pledge on Mr. Hongjia He’s equity interest in Hunan Qudian Technology Development Co., Ltd would not be deemed validly created until it is registered with the competent administration of industry and commerce. However, there are substantial uncertainties regarding the interpretation and application of PRC Laws and future PRC laws and regulations, and there can be no assurance that the PRC Authorities will not take a view that is contrary to or otherwise different from our opinion stated above.

(ii) The M&A Rules, among other things, purport to require that an offshore special purpose vehicle controlled directly or indirectly by PRC companies or individuals and formed for purposes of overseas listing through acquisition of PRC domestic interests held by such PRC companies or individuals obtain the approval of the CSRC prior to the listing and trading of such special purpose vehicle's securities on an overseas stock exchange. The CSRC has not issued any definitive rules or interpretations concerning whether offerings such as the Offering are subject to the CSRC approval procedures under the M&A Rules. Based on our understanding of the PRC Laws (including the M&A Rules), a prior approval from the CSRC is not required under the M&A Rules for the Offering because (i) the PRC Subsidiary was established by means of direct investment rather than by merger with or acquisition of any PRC domestic companies as defined under the M&A Rules, and was not a PRC domestic company as defined under the M&A Rules, and therefore the acquisition by QD Data Limited of all the equity interest in the PRC Subsidiary was not subject to the M&A Rules; and (ii) there is no statutory provision that clearly classifies the contractual arrangement among the PRC Subsidiary and each Variable Interest Entity and its shareholders under the VIE Agreements as transactions regulated by the M&A Rules. However, uncertainties still exist as to how the M&A Rules will be interpreted and implemented and our opinion stated above is subject to any new laws, rules and regulations or detailed implementations and interpretations in any form relating to the M&A Rules.

(iii) The statements set forth in the Registration Statement under the heading "Taxation — People's Republic of China Taxation", to the extent that the discussion states definitive legal conclusions under PRC tax laws and regulations, subject to the qualifications therein, constitute our opinion on such matters.

II. Qualifications

This opinion is subject to the following qualifications:

(a) This opinion is, in so far as it relates to the validity and enforceability of a contract, subject to (i) any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws affecting creditors' rights generally, (ii) possible judicial or administrative actions or any PRC Laws affecting creditors' rights, (iii) certain equitable, legal or statutory principles affecting the validity and enforceability of contractual rights generally under concepts of public interest, interests of the State, national security, reasonableness, good faith and fair dealing, and applicable statutes of limitation; (iv) any circumstance in connection with formulation, execution or implementation of any legal documents that would be deemed materially mistaken, clearly unconscionable, fraudulent, coercionary at the conclusions thereof; and (v) judicial discretion with respect to the availability of indemnifications, remedies or defenses, the calculation of damages, the entitlement to attorney's fees and other costs, and the waiver of immunity from jurisdiction of any court or from legal process.

(b) This opinion is subject to the discretion of any competent PRC legislative, administrative or judicial bodies in exercising their authority in the PRC.

(c) This opinion relates only to PRC Laws and there is no assurance that any of such PRC Laws will not be changed, amended or replaced in the immediate future or in the longer term with or without retrospective effect. We express no opinion as to any laws other than PRC Laws.

(d) This opinion is intended to be used in the context which is specially referred to herein and each section should be considered as a whole and no part should be extracted and referred to independently.

This opinion is delivered solely for the purpose of and in connection with the Registration Statement submitted to the U.S. Securities and Exchange Commission on the date of this opinion and may not be used for any other purpose without our prior written consent.

We hereby consent to the use of this opinion in, and the filing hereof as an exhibit to, the Registration Statement, and to the use of our firm's name under the captions "Risk Factors", "Enforceability of Civil Liabilities", "Our History and Corporate Structure" and "Legal Matters" in the Registration Statement. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the regulations promulgated thereunder.

Yours sincerely,

/s/ Fangda Partners
Fangda Partners

Appendix A List of Variable Interest Entities

1. Beijing Happy Time Technology Development Co., Ltd.
   北京快乐时代科技发展有限公司
2. Ganzhou Qudian Technology Co., Ltd.
   赣州趣店科技有限公司
3. Hunan Qudian Technology Development Co., Ltd.
   湖南趣店科技发展有限公司
4. Xiamen Qudian Technology Development Co., Ltd.
   厦门趣店科技发展有限公司

Appendix B List of VIE Agreements

1. Beijing Happy Time Technology Development Co., Ltd.

(1) Exclusive Business Cooperation Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd., Beijing Happy Time Technology Development Co., Ltd., Ganzhou Happy Fenqi Network Service Co., Ltd., Ganzhou Happy Fenqi Technology Co., Ltd., and Fuzhou Happy Time Technology Co., Ltd. dated as of December 9, 2016;

(2) Exclusive Call Option Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd., Beijing Happy Time Technology Development Co., Ltd., Mr. Min Luo, Tianjin Happy Share Asset Management L.P., Shanghai Yunxin Venture Capital Co., Ltd., Beijing Kunlun Tech Co., Ltd., Phoenix Auspicious Internet Investment L.P., Tianjin Blue Run Xinhe Investment Center L.P., Jiaxing Blue Run Quchuan Investment L.P., Ningbo Yuanfeng Venture Capital L.P., and Shenzhen Huasheng Qianhai Investment Co., Ltd. dated as of December 9, 2016;

(3) Equity Interest Pledge Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd., Beijing Happy Time Technology Development Co., Ltd., Mr. Min Luo, Tianjin Happy Share Asset Management L.P., Shanghai Yunxin Venture Capital Co., Ltd., Beijing Kunlun Tech Co., Ltd., Phoenix Auspicious Internet Investment L.P., Tianjin Blue Run Xinhe Investment Center L.P., Jiaxing Blue Run Quchuan Investment L.P., Ningbo Yuanfeng Venture Capital L.P., and Shenzhen Huasheng Qianhai Investment Co., Ltd. dated as of December 9, 2016;

(4) Shareholder Voting Rights Proxy Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Mr. Min Luo dated as of December 9, 2016;

(5) Shareholder Voting Rights Proxy Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Tianjin Happy Share Asset Management L.P. dated as of December 9, 2016;

(6) Shareholder Voting Rights Proxy Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Shanghai Yunxin Venture Capital Co., Ltd. dated as of December 9, 2016;

(7) Shareholder Voting Rights Proxy Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Beijing Kunlun Tech Co., Ltd. dated as of December 9, 2016;

(8) Shareholder Voting Rights Proxy Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Phoenix Auspicious Internet Investment L.P. dated as of December 9, 2016;

(9) Shareholder Voting Rights Proxy Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Tianjin Blue Run Xinhe Investment Center L.P. dated as of December 9, 2016;

(10) Shareholder Voting Rights Proxy Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Jiaxing Blue Run Quchuan Investment L.P. dated as of December 9, 2016;

(11) Shareholder Voting Rights Proxy Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Ningbo Yuanfeng Venture Capital L.P. dated as of December 9, 2016;

(12) Shareholder Voting Rights Proxy Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Shenzhen Huasheng Qianhai Investment Co., Ltd. dated as of December 9, 2016.

2. Ganzhou Qudian Technology Co., Ltd.

(1) Exclusive Business Cooperation Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Ganzhou Qudian Technology Co., Ltd. dated as of May 1, 2017;

(2) Exclusive Call Option Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd., Mr. Min Luo, Mr. Lianzhu Lv and Ganzhou Qudian Technology Co., Ltd. dated as of May 1, 2017;

(3) Equity Interest Pledge Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd., Mr. Min Luo, Mr. Lianzhu Lv and Ganzhou Qudian Technology Co., Ltd. dated as of May 1, 2017;

(4) Shareholder Voting Rights Proxy Agreement entered into by Mr. Min Luo and Qufenqi (Ganzhou) Information Technology Co., Ltd. dated as of May 1, 2017;

(5) Shareholder Voting Rights Proxy Agreement entered into by Mr. Lianzhu Lv and Qufenqi (Ganzhou) Information Technology Co., Ltd. dated as of May 1, 2017.

3. Hunan Qudian Technology Development Co., Ltd.

(1) Exclusive Business Cooperation Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Hunan Qudian Technology Development Co., Ltd. dated as of May 1, 2017;

(2) Exclusive Call Option Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd., Mr. Min Luo, Mr. Hongjia He and Hunan Qudian Technology Development Co., Ltd. dated as of May 1, 2017;

(3) Equity Interest Pledge Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd., Mr. Min Luo, Mr. Hongjia He and Hunan Qudian Technology Development Co., Ltd. dated as of May 1, 2017;

(4) Shareholder Voting Rights Proxy Agreement entered into by Mr. Min Luo and Qufenqi (Ganzhou) Information Technology Co., Ltd. dated as of May 1, 2017;

(5) Shareholder Voting Rights Proxy Agreement entered into by Mr. Hongjia He and Qufenqi (Ganzhou) Information Technology Co., Ltd. dated as of May 1, 2017.

4. Xiamen Qudian Technology Development Co., Ltd.

(1) Exclusive Business Cooperation Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd. and Xiamen Qudian Technology Development Co., Ltd. dated as of June 20, 2017;

(2) Exclusive Call Option Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd., Mr. Min Luo, and Xiamen Qudian Technology Development Co., Ltd. dated as of June 20, 2017;

(3) Equity Interest Pledge Agreement entered into by Qufenqi (Ganzhou) Information Technology Co., Ltd., Mr. Min Luo, and Xiamen Qudian Technology Development Co., Ltd. dated as of June 20, 2017;

(4) Shareholder Voting Rights Proxy Agreement entered into by Mr. Min Luo and Qufenqi (Ganzhou) Information Technology Co., Ltd. dated as of June 20, 2017;