

SHARE SUBSCRIPTION AGREEMENT

dated November 4, 2024

by and between

Lightwind Global Limited

and

UXIN LIMITED

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SHARE SUBSCRIPTION AGREEMENT

SHARE SUBSCRIPTION AGREEMENT (this “**Agreement**”) is made and entered into on November 4, 2024 by and between:

1. Uxin Limited, a company organized under the laws of the Cayman Islands (the “**Company**”);
2. Lightwind Global Limited, a company organized under the laws of the British Virgin Islands (the “**Investor**”).

Each of the forgoing parties is referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Youxin (Anhui) Industrial Investment Co., Ltd. (优信（安徽）产业投资有限公司), a company organized and existing under the laws of the PRC, as the borrower (the “**Borrower**”), entered into a Loan Agreement with Pintu (Beijing) Information Technology Co., Ltd. (拼途（北京）信息技术有限公司), being the sole shareholder of the Investor (the “**Lender**”), on September 12, 2024 (the “**Loan Agreement**”), pursuant to which the Investor agrees to extend a loan to Youxin (Anhui) Industrial Investment Co., Ltd. (优信（安徽）产业投资有限公司) in a principal amount of the RMB53,382,750.

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, the Borrower shall repay the principal amount of the loan, together with the accrued interest, in whole or in installments as mutually agreed by the Lender and the Borrower in writing (each an “**Installment Repayment**”).

WHEREAS, the Company desires to allot and issue to the Investor, and the Investor desires to subscribe for and be issued from the Company, the aggregate number of Class A Ordinary Shares indicated to be purchased by the Investor as set forth in SCHEDULE I (the “**Subscription Securities**”), pursuant to the terms and conditions set forth in this Agreement and in compliance with Regulation S, in each case promulgated under the Securities Act (as defined below);

WHEREAS, the Company and the Investor agree to enter into a registration rights agreement substantially in the form attached hereto as Exhibit A on the Initial Closing Date (as defined below) (the “**Registration Rights Agreement**”), pursuant to which, among other things, the Company shall grant the Investor, registration rights and commit to file a resale shelf registration statement on Form F-3 for the resale of the Subscription Securities;

WHEREAS, the Company desires to allot and issue to the Investor, and the Investor desires to subscribe for and be issued from the Company, the aggregate number of Class A Ordinary Shares indicated to be purchased by the Investor as set forth in SCHEDULE I (the “**Subscription Securities**”), pursuant to the terms and conditions set forth in this Agreement and in compliance with Regulation S, in each case promulgated under the Securities Act (as defined below); and

WHEREAS, the Parties desire to enter into this Agreement and make the respective representations, warranties, covenants and agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 *Definitions.* In addition to the terms defined elsewhere herein, as used in this Agreement, the following terms shall have the following meanings:

“**Action**” means claim, complaint, action, arbitration, charge, hearing, inquiry, litigation, suit, inquiry, notice of violation, audit, examination, investigation or any other proceeding or any settlement, judgment, order, award, injunction or decree pending or other proceeding (whether civil, criminal, administrative, investigative or informal), including, without limitation, an informal investigation or partial proceeding, such as a deposition.

“**ADSs**” means the American Depositary Shares of the Company, each representing three hundred (300) Class A Ordinary Shares.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, “**control**” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “**controlling**” and “**controlled**” have correlative meanings.

“**Anti-Money Laundering Laws**” means all financial recordkeeping and reporting requirements and all money laundering-related laws of jurisdictions where the Company or its Subsidiaries conducts business or owns assets, and any related or similar Law targeting the prohibition of money laundering or terrorist financing issued, administered or enforced by any Governmental Entity.

“**Applicable Laws**” means, with respect to any Person, any transnational, domestic or foreign federal, national, state, provincial, local or municipal law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, executive order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or any of such Person’s assets, rights or properties.

“**Board**” means the board of directors of the Company.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the Cayman Islands, the People’s Republic of China (which for the purpose of this Agreement shall exclude Hong Kong SAR, Macau SAR and Taiwan), Hong Kong SAR or the State of New York are authorized or required by law or other governmental action to close.

“**Class A Ordinary Shares**” means the Company’s Class A ordinary shares, par value \$0.0001 per share.

“Class B Ordinary Shares” means the Company’s Class B ordinary shares, par value \$0.0001 per share.

“Code” means the Inland Revenue Code of 1986, as amended.

“Company Securities” means (a) Ordinary Shares, (b) Senior Preferred Shares, (c) securities convertible into, or exercisable or exchangeable, for Ordinary Shares, (d) any options, warrants or other rights to acquire Ordinary Shares and/or Senior Preferred Shares, and (e) any ADSs, depository receipts or similar instruments issued in respect of Ordinary Shares.

“Encumbrance” means any mortgage, lien, pledge, charge, security interest, title defect, right of first refusal, claim, easement, right-of-way, option, preemptive or similar right or other restriction of any kind or nature.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, and any rules and regulations promulgated thereunder.

“Fundamental Company Representations” means the representations and warranties by the Company contained in Section 3.01, Section 3.02, Section 3.03 and Section 3.04.

“Fundamental Investor Representations” means the representations and warranties by the Investor contained in Section 4.01, Section 4.02, Section 4.03 and Section 4.04.

“Group” or **“Group Companies”** means the Company and its Subsidiaries, and each a **“Group Company”**.

“Governmental Entity” means any transnational or supranational, domestic or foreign federal, national, state, provincial, local or municipal governmental, regulatory, judicial or administrative authority, department, court, arbitral body, agency or official, including any department, commission, board, agency, bureau, subdivision or instrumentality thereof.

“Material Adverse Effect” means any event, occurrence, fact, condition, change or development, individually or together with other events, occurrences, facts, conditions, changes or developments, that has had, has, or would reasonably be expected to have a material adverse effect on (a) the business of the Company as presently conducted, or the condition (financial or otherwise), affairs, properties, employees, liabilities, assets or results of operation of the Company and its Subsidiaries taken as a whole or (b) the ability of the Company to timely consummate the transactions contemplated by this Agreement (including the sale of the Subscription Securities) or timely perform its material obligations hereunder; provided, however, that in determining whether a Material Adverse Effect has occurred, there shall be excluded any effect on the business of the Company or the Company or any Subsidiary relating to or arising in connection with (i) any action required to be taken pursuant to the terms and conditions of this Agreement, (ii) economic changes affecting the industry in which the Company and its Subsidiaries operate generally or the economy of the PRC or any other market where the Company and its Subsidiaries have material operations or sales generally (provided in each case that such changes do not have a unique and materially disproportionate impact on the business of the Company and its Subsidiaries), (iii) the execution, announcement or disclosure of this Agreement or the pendency or consummation of the transactions contemplated hereunder, (iv) actions or omissions of the Company and its Subsidiaries that have been consented by the Investor in writing, (v) changes in generally accepted accounting principles that are generally applicable to comparable companies (provided that such changes

do not have a unique and materially disproportionate impact on the business of the Company and its Subsidiaries), (vi) changes in general legal, tax or regulatory conditions (provided that such changes do not have a unique and materially disproportionate impact on the business of the Company and its Subsidiaries), (vii) changes in national or international political or social conditions, including any engagement in hostilities or the occurrence of any military or terrorist attack or civil unrest in each case occurring after the date hereof, or (viii) earthquakes, hurricanes, floods, epidemic-induced public health crises or other disasters in each case occurring after the date hereof.

“Memorandum and Articles” means the amended and restated memorandum and articles of association of the Company currently in effect, as may be amended or restated from time to time.

“Nasdaq” means the NASDAQ Global Select Market.

“Ordinary Shares” means Class A Ordinary Shares and Class B Ordinary Shares.

“Person” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Entity.

“Purchase Price” means the amount of aggregate purchase price payable under this Agreement as set forth opposite the Investor’s name of SCHEDULE I, as consideration for that aggregate number of Subscription Securities set forth opposite the Investor’s name on SCHEDULE I.

“RMB” means the Renminbi, the official currency of the PRC.

“PRC” means the People’s Republic of China, which for the purpose of this Agreement shall exclude Hong Kong SAR, Macau SAR and Taiwan.

“Rule 144” means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same purpose and effect as such Rule.

“Sanctioned Country” means, at any time, a country, region or territory which is, or whose government is, the subject or target of any Sanctions broadly restricting or prohibiting dealings with such country, region, territory or government.

“Sanctioned Person” means, at any time, any Person with whom dealings are restricted or prohibited under Sanctions, including (a) any Person listed in any Sanctions-related list of designated or identified Persons maintained by the United States (including by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or the U.S. Department of Commerce), the United Nations Security Council, the European Union or any of its member states, Her Majesty’s Treasury, Switzerland or any other relevant authority, (b) any Person located, organized or resident in, or any Governmental Entity or governmental instrumentality of, a Sanctioned Country, or (c) any Person directly or indirectly owned by, controlled by, or acting for the benefit or on behalf of, any Person described in clauses (a) or (b) hereof.

“Sanctions” means economic or financial sanctions or trade embargoes or restrictive measures enacted, imposed, administered or enforced from time to time by (a) the U.S. government, including the Office of Foreign Assets Control of the U.S. Department of the

Treasury, the U.S. Department of State, or the U.S. Department of Commerce, (b) the United Nations Security Council, (c) the European Union or any of its member states or (d) Her Majesty's Treasury, (e) Switzerland, or (f) any other relevant authority.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and any rules and regulations promulgated thereunder.

"Senior Preferred Shares" means the Company's senior convertible preferred shares, par value \$0.0001 per share.

"Subsidiary" means any entity of which a majority of the outstanding equity securities or other ownership interests representing a majority of the outstanding equity interests or otherwise having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly owned or controlled by the Company, and includes any entity which is directly or indirectly controlled by the Company (including, for the avoidance of doubt, any variable interest entities that are consolidated into the financial statements of the Company).

"Taxes" means (a) all U.S. federal, state, local, non-U.S., and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, alternative or add-on minimum taxes, customs, unclaimed property or escheat, duties or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest and any penalties, additions to tax, or additional amounts with respect thereto and (b) any liability for the payment of any amount of the type described in the immediately preceding clause (a) as a result of (1) being a "transferee" (within the meaning of Section 6901 of the Code, or any other Applicable Law) of another Person, (2) being a member of an affiliated, combined, consolidated or unitary group or (3) any contractual liability.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Ordinary Shares are listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the Registration Rights Agreement and any other documents or agreements executed on or after the date of this Agreement in connection with the transactions contemplated hereunder.

"U.S." means the United States of America.

Section 1.02 *Other Definitional and Interpretive Provisions.* The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be disregarded in the construction or interpretation hereof. References to Articles, Sections, Clauses, Exhibits and Schedules are to Articles, Sections, Clauses, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby

incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall have the meanings given to them in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law”, “laws” or to a particular statute or law shall be deemed also to include any and all Applicable Law. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to “dollars” or “\$” are to U.S. dollars.

ARTICLE II SALE AND PURCHASE OF THE SUBSCRIPTION SECURITIES

Section 2.01 *Sale and Issuance of the Subscription Securities.* On the terms and subject to the conditions contained in this Agreement, the Company agrees to issue and sell to the Investor, and the Investor agrees to subscribe for and purchase, the aggregate number of Subscription Securities for the aggregate Purchase Price set forth opposite its name on SCHEDULE I, corresponding to an issue price of \$0.004858 per Class A Ordinary Shares (the “**Stated Value**”) For the avoidance of doubt, the aggregate number of the Subscription Securities and the Purchase Price per share shall be subject to equitable adjustment in the event of (i) any increase or decrease in the number of issued ADSs resulting from a change to the ADS-to-Ordinary Share ratio; (ii) any increase or decrease in the number of issued Company Securities resulting from a share split, reverse share split, share dividend, combination or reclassification of such shares, or similar transaction affecting such shares, or (iii) any other transaction with respect to the Company Securities, including a corporate merger, consolidation, acquisition of property or equity, separation (including a spin-off or other distribution of shares or property), reorganization, liquidation (whether partial or complete), or any similar transaction.

Section 2.02 *Closings.* Subject to the satisfaction or valid waiver by the applicable Parties of the conditions set forth in Article V, the consummation of the purchase and sale of the Subscription Securities hereunder shall take place in one or more closings (each a “**Closing**” and together with the Initial Closing and the Final Closing (in each case as defined below), the “**Closings**”). The initial closing (the “**Initial Closing**”) shall take place remotely via electronic exchange of documents on the date (the “**Initial Closing Date**”) that is no later than ten (10) Business Days after all closing conditions as set forth in Section 5.01 and Section 5.02 have been satisfied or waived by the Company and Investor (or such other time and place as the Company and the Investors shall mutually agree). Any other Closing following the Initial Closing (the “**Subsequent Closing**”) shall take place remotely via electronic exchange of documents on the date (the “**Subsequent Closing Date**”) that is no later than five (5) Business Days after the applicable closing conditions as set forth in Section 5.01 and Section 5.02 have been satisfied or waived by the Company and Investor (or such other time and place as the Company and the Investors shall mutually agree). Any Subsequent Closing on which all the remaining Subscription Securities have been issued shall be deemed as the “**Final Closing**,” and such closing date shall also be referred to as “**Final Closing Date**”. The Initial Closing

Date, the Subsequent Closing Dates and the Final Closing Date are collectively referred to herein as the “**Closing Dates**”.

Section 2.03 *Actions at the Initial Closing.* At the Initial Closing, the following actions shall take place, all of which shall be deemed to have occurred simultaneously and no action shall be deemed to have been completed or any document delivered until all such actions have been completed and all required documents have been delivered:

(a) The Investor shall:

(i) deliver to the Company the Registration Rights Agreement, executed by a duly authorized officer of the Investor;

(ii) deliver to the Company the sufficient proof evidencing the receipt and completion of the ODI Approvals (as defined below) to the Company;

(iii) deliver to the Company a copy of the resolutions adopted by its board of directors approving this Agreement and other Transaction Documents and matters relating to the Closing; and

(iv) subject to Section 2.05 and the receipt by the Lender of an Installment Repayment under the Loan Agreement, purchase such number of Subscription Securities equal to the product obtained by 1,543,845,204 multiplied by the quotient obtained by dividing (i) the applicable Installment Repayment (net of any accrued interest paid pursuant to the Loan Agreement), by (ii) the principal amount of the loan under the Loan Agreement, by remitting the applicable Purchase Price equal to the U.S. dollar equivalent to such Installment Repayment (calculated based on the Applicable Exchange Rate (as defined below)) and remit such Purchase Price to the bank account designated by the Company.

(b) The Company shall:

(i) subject to Section 2.05, allot and issue to the Investor such number of Subscription Securities being purchased by the Investor against the payment of the applicable Purchase Price pursuant to Section 2.03(a)(iv), and deliver to the Investor one or more duly executed share certificate(s) representing such number of Subscription Securities registered in the name of the Investor (the original copies of which shall be delivered to the Investor as soon as practicable within ten (10) Business Days following the Initial Closing Date)];

(ii) deliver to the Investor a certified true copy of the register of members of the Company evidencing the Subscription Securities being owned by the Investor at the Closing;

(iii) deliver to the Investor the Registration Rights Agreement, executed by a duly authorized officer of the Company; and

(iv) deliver to the Investor a copy of the resolutions adopted by the Board approving the execution and performance by the Company of this Agreement and other Transaction Documents and any other matters required for the Closings.

Section 2.04 *Actions at each Subsequent Closing.* At each Subsequent Closing, subject to Section 2.05, the Investor shall purchase such number of Subscription Securities equal to the product obtained by 1,543,845,204 multiplied by the quotient obtained by dividing (i) the applicable Installment Repayment (net of any accrued interest paid pursuant to the Loan Agreement), by (ii) the principal amount of the loan under the Loan Agreement, by remitting the applicable Purchase Price equal to the U.S. dollar equivalent to such Installment Repayment (calculated based on the Applicable Exchange Rate) to the bank account designated by the Company. The Company shall allot and issue to the Investor such number of Subscription Securities being purchased by the Investor against the payment of the applicable Purchase Price pursuant to the preceding sentence, and deliver to the Investor one or more duly executed share certificate(s) representing such number of Subscription Securities registered in the name of the Investor (the original copies of which shall be delivered to the Investor as soon as practicable within five (5) Business Days following each Subsequent Closing Date).

Section 2.05 *Payment of Purchase Price.* Within five (5) Business Days after the Lender receives each Installment Repayment under the Loan Agreement, the Investor shall purchase U.S. dollar equivalent to such repayment amount (net of any accrued interest paid pursuant to the Loan Agreement) based on the then applicable foreign exchange rate for RMB against U.S. dollars of the relevant bank while processing the purchase order (the “**Applicable Exchange Rate**”) and remit such amount to the bank account designated by the Company, as the Purchase Price for the relevant Subscription Securities; provided, however, that the aggregate Purchase Price in one or multiple Closings combined shall be deemed as paid in full after the Investor has paid such amount in U.S. dollars equivalent to the RMB53,382,750 (as calculated based on the Applicable Exchange Rate).

Section 2.06 *Restrictive Legend.* Each certificate representing the Subscription Securities shall be endorsed with the following legend: THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (AS AMENDED, THE “**ACT**”) OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS SUCH TRANSFER IS EFFECTED (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (2) PURSUANT TO ANY AVAILABLE EXEMPTION OR QUALIFICATION UNDER APPLICABLE SECURITIES LAWS. ANY ATTEMPT TO TRANSFER, SELL, PLEDGE OR HYPOTHECATE THE SECURITIES REPRESENTED BY THIS CERTIFICATE IN VIOLATION OF THESE RESTRICTIONS SHALL BE VOID.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The following representations and warranties by the Company are qualified in their entirety by reference to the disclosures in the SEC Documents filed or furnished prior to the date hereof, but excluding statements in any “Risk Factors” section or similar cautionary, predictive or forward-looking disclosure. Subject to the foregoing, the Company represents and warrants to the Investor that, as of each Closing Date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date):

Section 3.01 *Existence and Qualification.* Each of the Company and the Subsidiaries is an exempted company that is duly organized, validly existing and in good

standing (to the extent applicable) under the laws of the jurisdiction of its incorporation or organization, and has the requisite power and authority to own, lease and operate its property and to conduct its business as currently conducted and as described in the registration statements, proxy statements and other statements, reports, schedules, forms and other documents required to be filed or furnished by it with the SEC (all of the foregoing documents filed with or furnished to the SEC and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein, the “**SEC Documents**”). Each of the Company and the Subsidiaries is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership, leasing or operation of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, individually or in the aggregate, reasonably be expected have a Material Adverse Effect.

Section 3.02 *Capitalization; Issuance of Subscription Securities.*

(a) As of November 1, 2024, the authorized share capital of the Company is US\$20,000,000 divided into 200,000,000,000 shares comprising of (i) 190,000,000,000 Class A Ordinary Shares, of which 56,343,198,438 Class A Ordinary Shares (excluding the 7,563,892 Class A Ordinary Shares issued to the Company’s depository bank for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under the Company’s share incentive plan) were issued and outstanding, (ii) 100,000,000 Class B Ordinary Shares, of which 40,809,861 Class B Ordinary Shares were issued and outstanding, and (iii) 9,900,000,000 Senior Preferred Shares, of which none Senior Preferred Shares was issued and outstanding. The Subscription Securities issuable upon each Closing shall be duly and validly reserved for issuance.

(b) As of the date hereof, the Company has no outstanding bonds, debentures, notes or other obligations, the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the shareholders of the Company on any matter.

(c) The Subscription Securities have been or will be duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will be validly issued, fully paid, non-assessable, and free and clear of any Encumbrance and restrictions on transfer (except for restrictions on transfer arising under applicable securities laws or created by virtue of this Agreement or the other Transaction Documents). The issuance of the Subscription Securities will not be subject to any preemptive, right of first refusal, right of participation or similar rights except for the waiver and consent from certain shareholders which will be obtained prior to each Closing. Upon entry of the Investor in the register of members of the Company as the legal owner of the Subscription Securities, the Company will transfer to the Investor good and valid title to the Subscription Securities free and clear of any Encumbrances.

(d) As of the date hereof, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any Company Securities, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional Company Securities. As of the date hereof, except as set forth in the SEC Documents, there are no obligations (whether outstanding or authorized) of the Company or any Subsidiary requiring the repurchase of any Company Securities. As of

the date hereof, except as set out in the SEC Documents, there are no obligations (whether outstanding or authorized) of the Company or any Subsidiary requiring the repurchase of any securities of the Subsidiaries.

(e) The offers and sales of Company Securities were at all relevant times either registered under the Securities Act and the applicable state securities or Blue Sky laws or, based in part on the representations and warranties of the applicable investors, exempt from such registration requirements. Except as set forth in the SEC Documents, there are no shareholders' agreements, voting agreements or other similar agreements with respect to the Company Securities to which the Company is a party or, to the knowledge of the Company, between or among any of the holders of Company Securities. Assuming the accuracy of the Investor's representations and warranties set forth in Article IV, no registration under the Securities Act is required for the offer and sale of the Subscription Securities by the Company to the Investor hereunder. The Subscription Securities (i) were not offered by any form of general solicitation or general advertising and (ii) to the Issuer's knowledge are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

(f) The Company is not, and has never been, an issuer of the type described in paragraph (i) of Rule 144.

Section 3.03 *Capacity, Authorization and Enforceability.* The Company has the requisite power and authority to enter into and perform its obligations under this Agreement and the Transaction Documents and to consummate the transactions contemplated hereby and thereby. This Agreement and the Transaction Documents have been duly authorized, executed and delivered by the Company, and assuming the due authorization, execution and delivery by each of the other parties hereto and thereto, this Agreement and the Transaction Documents are valid and binding agreements of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and general principles of equity. Without limiting the generality of the foregoing, as of each Closing, no approval by the shareholders of the Company is required in connection with this Agreement or other Transaction Documents, the performance by the Company of its obligations hereunder or thereunder, or the consummation by the Company of the transactions contemplated hereby or thereby, except for those that have been obtained, waived or exempted on or prior to each Closing.

Section 3.04 *Non-Contravention.* Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the Memorandum and Articles or other constitutional documents of the Company or (ii) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, Governmental Entity or court to which the Company is subject (including federal and state securities laws and regulations of any self-regulatory organization to which the Company or its securities are subject, including all Trading Markets), or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of or creation of an Encumbrance under, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any agreement, contract, lease, license, instrument, or other arrangement to which the Company is a party or by which the Company is bound or to which the Company's assets are subject, except in the case of clause (ii) and (iii) as would not have a Material Adverse Effect.

Section 3.05 *Consents and Approvals.* Assuming the accuracy of the representations and warranties of the Investor under this Agreement, neither the execution and delivery by the Company of this Agreement, nor the consummation by the Company of any of the transactions contemplated hereby, nor the performance by the Company of this Agreement in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving notice to, any governmental or public body or authority or any third party, except such as have been or will have been obtained, made or given on or prior to the Initial Closing and those filings required to be made with the SEC and Nasdaq (including, without limitation, a Form 6-K) or the China Securities Regulatory Commission (“CSRC”).

Section 3.06 *SEC Documents; Financial Statements.* The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the three years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such materials) on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Documents prior to the expiration of any such extension (including following any extensions of time for filing provided by Rule 12b-25 promulgated under the Exchange Act). As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Documents, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (“GAAP”), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. The Company is eligible to register the resale of the Subscription Securities for resale by the Investor on Form F-3 promulgated under the Securities Act.

Section 3.07 *Material Changes; Undisclosed Events, Liabilities or Developments.* Since the date of the latest audited financial statements included within the SEC Documents, except as set forth in the SEC Documents, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company’s financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its shareholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its share capital, and (v) the Company has not issued any Company Securities to any officer, director or Affiliate, except pursuant to existing Company share incentive plans.

Section 3.08 *Litigation*. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an “Action”), which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Company’s performance of obligations hereunder, or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the SEC involving the Company or any current or former director or officer of the Company. The SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

Section 3.09 *Regulatory Permits*. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Documents, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect (“**Material Permits**”), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

Section 3.10 *Title to Assets*. The Company and the Subsidiaries have good and marketable title to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Encumbrance, except for (i) Encumbrance as does not materially affect the value of such property and does not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries; (ii) Encumbrance for the payment of federal, state or other taxes, for which appropriate reserves have been made therefor in accordance with GAAP and the payment of which is neither delinquent nor subject to penalties and (iii) Encumbrance incurred in the ordinary course of business consistent with past practice of the Company and the Subsidiaries. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases, except where such noncompliance would not have, individually or in the aggregate, a Material Adverse Effect.

Section 3.11 *Intellectual Property*. Except as set forth in SEC Documents, the Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their respective businesses as described in the SEC Documents and which the failure to so have could have a Material Adverse Effect (collectively, the “**Intellectual Property Rights**”). None of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, except as would not have a Material Adverse Effect, within three (3) years from the date of this Agreement. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Documents, a written notice of a claim

or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as could not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has no knowledge of any facts that would preclude it from having valid license rights or clear title to the Intellectual Property Rights. The Company has no knowledge that it lacks or will be unable to obtain any rights or licenses to use all Intellectual Property Rights that are necessary to conduct its business.

Section 3.12 *Labor Relations*. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement. To the knowledge of the Company, no executive officer of the Company or any Subsidiary is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters, except where such noncompliance would not have, individually or in the aggregate, a Material Adverse Effect. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.13 *Environmental Laws*. The Company and its Subsidiaries (i) are in compliance with all federal, state, local and foreign laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "**Hazardous Materials**") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated or approved thereunder ("**Environmental Laws**"); (ii) have received all permits licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) are in compliance with all terms and conditions of any such permit, license or approval where in each clause (i), (ii) and (iii), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.14 *Transactions with Affiliates and Employees*. Except as set forth in the SEC Documents, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for

services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of \$120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including share option agreements under any share incentive plan of the Company.

Section 3.15 *Brokerage and Finder's Fee*. No brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Investor shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 3.17 that may be due in connection with the transactions contemplated by the Transaction Documents.

Section 3.16 *Investment Company*. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Subscription Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

Section 3.17 *Sanction Related Matters*. (i) Neither the Company nor any of its Subsidiaries, any of their respective directors or officers, or to the knowledge of the Company, employees, agents or any other Persons acting for or on behalf of the Company or any of its Subsidiaries has at any time in the five (5) years prior to the date hereof: (1) made any bribe, influence payment, kickback, payoff, benefits or any other type of payment (whether tangible or intangible) that would be unlawful under any applicable anti-bribery or anti-corruption (governmental or commercial) laws (including, for the avoidance of doubt, any guiding, detailing or implementing regulations), including Laws that prohibit the corrupt payment, offer, promise or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any government official, governmental authority or any other individual or commercial entity to obtain a business advantage, such as the Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010, or any other local or foreign anti-corruption or anti-bribery Law (collectively, "**Anti-Corruption Laws**"), as may be applicable; (2) been in violation of any Anti-Corruption Law, offered, paid, promised to pay, or authorized any payment or transfer of anything of value, directly or indirectly, to any person for the purpose of (A) influencing any act or decision of any Government Official in his or her official capacity, (B) inducing a government official to do or omit to do any act in relation to his or her lawful duty, (C) securing any improper advantage, (D) inducing a government official to influence or affect any act, decision or omission of any governmental authority, or (E) assisting the Company or any of its Subsidiaries, or any agent or any other Person acting for or on behalf of the Company or any of its Subsidiaries, in obtaining or retaining business for or with, or in directing business to, any Person; or (3) accepted or received any contributions, payments, gifts, or expenditures that would be unlawful under any Anti-Corruption Law. (ii) Neither the Company, any of its Subsidiaries, any of their respective directors or officers, nor to the

knowledge of the Company, employees, agents acting for or on behalf of the Company or any of its Subsidiaries, has at any time in the five (5) years prior to the date hereof been found by a governmental authority to have violated any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions, or, to the knowledge of the Company, is subject to any indictment or any government investigation with respect to any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions. (iii) Neither the Company, any of its Subsidiaries, any of their respective directors or officers, nor to the knowledge of the Company, employees, agent or any other Person acting for or on behalf of the Company or any of its Subsidiaries, is a Sanctioned Person, and to the knowledge of the Company, no Sanctioned Person has at any time in the five (5) years prior to the date hereof been given an offer to become an employee, officer or director of the Company or any of its Subsidiaries. To the knowledge of the Company, none of the Company nor any of its Subsidiaries has at any time in the five (5) years prior to the date hereof conducted or agreed to conduct any business, or entered into or agreed to enter into any transaction with a Sanctioned Person or otherwise violated Sanctions.

Section 3.18 *No Disqualification Events.* With respect to the Subscription Securities to be offered and sold hereunder in reliance on Rule 506 under the Securities Act, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, a "**Company Covered Person**" and, together, "**Company Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Company Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Investor a copy of any disclosures provided thereunder.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor represents and warrants to the Company that as of each Closing Date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date):

Section 4.01 *Existence.* The Investor has been duly organized, is validly existing and is in good standing under the laws of its jurisdiction of organization.

Section 4.02 *Capacity.* The Investor has the requisite power and authority to enter into and perform its obligations under this Agreement and consummate the transactions contemplated hereby.

Section 4.03 *Authorization And Enforceability.* This Agreement has been duly authorized, executed and delivered by the Investor, and assuming the due authorization, execution and delivery by each of the other Parties, this Agreement is a valid and binding agreement of the Investor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity.

Section 4.04 *Non-Contravention*. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the memorandum and articles or other constitutional documents of the Investor; (ii) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, Governmental Entity or court to which the Investor is subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of or creation of an encumbrance under, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any agreement, contract, lease, license, instrument, or other arrangement to which the Investor is a party or by which the Investor is bound or to which any assets of the Investor are subject, except in the case of clause (iii) as would not have a Material Adverse Effect. There is no action, suit or proceeding, pending or, to the knowledge of the Investor, threatened against the Investor that questions the validity of this Agreement or the right of the Investor to enter into this Agreement to consummate the transactions contemplated hereby.

Section 4.05 *Consents and Approvals*. Neither the execution and delivery by the Investor of this Agreement, nor the consummation by the Investor of any of the transactions contemplated hereby, nor the performance by the Investor of this Agreement in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving notice to, any governmental or public body or authority or any third party, except such as have been or will have been obtained, made or given on or prior to each Closing.

Section 4.06 *Securities Law Matters*.

(a) The Investor is acquiring the Subscription Securities for its own account without violation of applicable securities laws, provided, that, this representation and warranty does not obligate the Investor to hold any of the Subscription Securities for any minimum or other specific term, nor limit the Investor's right to sell the Subscription Securities pursuant to an effective registration statement under the Securities Act or otherwise in compliance with applicable federal and state securities laws.

(b) The Investor acknowledges that the Subscription Securities are "restricted securities" within the meaning of Rule 144 under the Securities Act, and have not been registered under the Securities Act or any applicable state securities law, and any certificate representing the Subscription Securities shall be endorsed with the restrictive legend set forth in Section 2.05 of this Agreement. The Investor further acknowledges that, absent an effective registration under the Securities Act, the Subscription Securities may only be offered, sold or otherwise transferred pursuant to applicable exemption from the registration requirements of the Securities Act.

(c) The Investor is not a "U.S. person" as defined in Rule 902 of Regulation S promulgated under the Securities Act. The Investor has been advised and acknowledges that in issuing the Subscription Securities to it pursuant hereto, the Company is relying upon the exemption from registration provided by Regulation S. The Investor is acquiring the Subscription Securities in an offshore transaction in reliance upon the exemption from registration provided by Regulation S. At the time the Subscription Securities were first offered to the Investor, at the time the Investor proposed to enter into this Agreement and at the time this Agreement was executed and delivered by the Investor, the Investor was outside of the United States.

(d) The Investor is not purchasing the Subscription Securities as a result of any advertisement, article, notice or other communication regarding the Company Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to the knowledge of the Investor, any other general solicitation or general advertisement.

Section 4.07 *Investment Experience*. The Investor is a sophisticated investor with knowledge and experience in financial and business matters such that such party is capable of evaluating the merits and risks of the investment in the Subscription Securities. The Investor is able to bear the economic risks of an investment in the Subscription Securities.

Section 4.08 *Availability of Funds*. No source of funding for the Purchase Price relates, directly or indirectly, to any activities or business of or with a Sanctioned Person or with or in a Sanctioned Country, or any activities or business in violation of any Applicable Law relating to anti-money laundering.

Section 4.09 *No Additional Representations; Non-reliance*. The Investor acknowledges and agrees that, except as expressly set forth in Article III, no Person is making or has made any other written or oral representation or warranty, express or implied, of any nature whatsoever, with respect to the Company or its Subsidiaries or the transactions contemplated hereby, and the Investor disclaims that it is relying on or has relied on any such representation or warranty as an inducement to enter into this Agreement or otherwise.

ARTICLE V CONDITIONS

Section 5.01 *Company Closing Conditions*. The obligation of the Company to issue and sell the relevant Subscription Securities pursuant to the SCHEDULE I to the Investor at each Closing is subject to the satisfaction, or waiver by the Company, of the following conditions:

(a) Prior to the Initial Closing Date, the Investor has duly obtained of all necessary approvals, consents and authorizations in connection with the underlying outbound direct investment for Subscription Securities pursuant to the SCHEDULE I, by the corporate and the competent PRC governmental authorities in connection with outbound direct investment (the “**ODI Approvals**”) and delivered to the Company sufficient proof evidencing the receipt and completion of the ODI Approvals.

(b) For the Initial Closing, the delivery by the Investor of the items set forth in Section 2.03 (a) of this Agreement.

(c) The representations and warranties of the Investor contained herein shall be true and accurate in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) on each Closing Date (unless as of a specific date therein in which case they shall be accurate as of such date).

(d) All obligations, covenants and agreements of the Investor required to be performed at or prior to each Closing Date shall have been performed.

Section 5.02 *Investor Closing Conditions*. The obligation of the Investor to consummate the transaction under this Agreement at each Closing is subject to the satisfaction, or waiver by the Investor, of the following conditions:

(a) Prior to the Initial Closing Date, the Company has duly obtained of all necessary approvals, consents and authorizations in connection with the transaction from the Board, third parties, Governmental Entities or stock exchanges and all materials for the CSRC filing required for the transaction have been duly prepared and ready for submission.

(b) For the Initial Closing, the delivery by the Company of the items set forth in Section 2.03 (b) of this Agreement.

(c) Each of the existing shareholders of the Company having participation rights with respect to the transaction hereunder have waived their participation rights.

(d) The representations and warranties of the Company contained herein shall be true and accurate in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) on each Closing Date (unless as of a specific date therein in which case they shall be accurate as of such date).

(e) All obligations, covenants and agreements of the Company required to be performed at or prior to each Closing Date shall have been performed.

ARTICLE VI ADDITIONAL AGREEMENTS AND COVENANTS

Section 6.01 *Efforts; Further Assurances*. Subject to the terms and conditions of this Agreement, the Parties will use their commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Laws to consummate the transactions contemplated by this Agreement.

Section 6.02 *CSRC Filing*. The Company shall use its best efforts to prepare documents and materials required to consummate the Initial Closing on or before the Investor obtains the ODI Approvals and the Parties shall cooperate with each other to timely file with the CSRC the required materials with respect to the transactions contemplated by this Agreement.

Section 6.03 *Public Announcements*.

(a) The Company shall (a) prior to the start of the Trading Day immediately following the date hereof issue a press release in form and substance reasonably acceptable to the Investor disclosing the material terms of the transactions contemplated hereby (but not disclosing the identity of the Investor unless the Investor's prior written consent has been obtained); and (b) file a Current Report on Form 6-K in the form required by the Exchange Act and attaching the material Transaction Documents as exhibits thereto, with the SEC within the time required by the Exchange Act. The Company shall obtain prior written approval of the Investor and consider in good faith any comments the Investor may have on, the filling of Form 6-K or any press release related thereto.

(b) Without limiting the generality of the foregoing, from and after the date of this Agreement until the date on which the Investor ceases to hold any Subscription Securities, the Company shall not, directly or indirectly, issue any press release or make any filing with the SEC, in each case, to the extent such press release or filing identifies the Investor or its Affiliates or the transactions contemplated by this Agreement, unless the Company first consults with the Investor, and considers in good faith any comments that the Investor may have on, such materials; provided, that the Company may make any subsequent press release or filings with the SEC that are substantially consistent in form with any such materials previously approved by the Investor in the manner provided for in this Section 6.03 without being required to first consult the Investor as otherwise required in this Section 6.03. Notwithstanding anything to the contrary herein, the Company shall not issue any press release or otherwise make any public statement that identifies the Investor or its Affiliates without the Investor's prior written consent; provided that, for the avoidance of doubt the Company shall be permitted to (i) identify the Investor or its Affiliates in any filing required to be made with the SEC but only to the extent that the identification of the Investor is expressly required, and subject to the consultation rights and right to comment contained in the immediately preceding sentence; and (ii) solely to the extent required by applicable securities laws, identify the Investor in the Company's annual report on Form 20-F in Item 7.A. (Major Shareholders) or in Item 19 (Exhibits) to the extent that the name of the Investor or its Affiliates is mentioned in Exhibits that have been included in such Form 20-F, without consultation with or seeking prior consent from the Investor.

Section 6.04 *Survival.*

(a) The Fundamental Company Representations and the Fundamental Investor Representations shall survive indefinitely or until the latest date permitted by law.

(b) All representations and warranties contained in this Agreement other than the Fundamental Company Representations and the Fundamental Investor Representations shall survive the Closings until the expiration of twenty-four (24) months from the Final Closing.

(c) Notwithstanding the foregoing sub-clause (a) and (b), any breach of any representation, warranty, covenant or agreement in respect of which breach of contract is sought shall survive the time at which it would otherwise terminate pursuant to the sub-clause (a) or (b) above, if notice of the inaccuracy or breach thereof giving rise to such right of claim shall have been given to the party against whom such claim may be sought prior to such time.

Section 6.05 *Integration.* The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Subscription Securities for purposes of the rules and regulations of any Trading Market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

Section 6.06 *Shareholder Rights Plan.* No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that the Investor is an acquiring Person under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that the Investor could be

deemed to trigger the provisions of any such plan or arrangement, by virtue of purchasing Subscription Securities under this Agreement.

Section 6.07 *Use of Proceeds*. The Company shall use the net proceeds from the sale of the Subscription Securities hereunder solely for the purposes of (i) funding its operation and other activities duly approved by the Board, and (ii) fees and expenses of the Investor in connection with this Agreement payable by the Company pursuant to Section 7.11.

Section 6.08 *Listing of ADSs*. The Company hereby agrees to use reasonable best efforts to maintain the listing or quotation of the ADSs on the Trading Market on which it is currently listed.

Section 6.09 *Tax Filings*. The Company shall cooperate, and shall cause each Subsidiary to cooperate, with the Investor in providing the Investor with any information reasonably requested for it to timely make all filings, returns, reports, forms or calculations in order to assist the Investor with the preparation of its Tax returns, Tax reports, information returns, declarations of estimated Tax and other declarations and statements with respect to Taxes, obtaining any benefit pursuant to applicable Tax law, or complying with any other Tax law that the Investor is subject to. The Company shall not make any elections or take any other actions to be treated as other than a corporation for U.S. federal income tax purposes. The Company shall also cause the Group Companies to meet all payment, withholding and all other tax compliance obligations in accordance with the Applicable Laws.

Section 6.10 *Corporate Governance*. The Investor shall be entitled to appoint one (1) observer to the Board so long as the Investor and/or its affiliates hold no less than 25.00% of the Subscription Securities.

Section 6.11 *Most Favorable Investor*. In the event that the Company has granted or grants any future holders of Company Securities and/or convertible or exchange securities any rights, privileges or protections (except for the rights to appoint director or observer to the Board of the Company) more favorable than those offered to the Investor prior to the final Closing, the Investor shall be entitled to such rights, privileges and protections automatically within six (6) months after the Final Closing Date.

Section 6.12 *Capital Changes*. Until the one (1) year anniversary of the date hereof, the Company shall not undertake a reverse or forward share split or reclassification of the Class A Ordinary Shares or ADSs without the prior written consent of the Investor.

ARTICLE VII MISCELLANEOUS

Section 7.01 *Notices*. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally; (b) at the time of receipt if given by electronic mail to the e-mail addresses set forth in this Article VII; (c) on the third day after mailing if mailed by first-class mail return receipt requested, postage prepaid and properly addressed as set forth in this Article VII; or (d) on the day after delivery to a nationally recognized overnight courier service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Article VII:

If to the Investor:

Lightwind Global Limited
北京市朝阳区创远路 36 号院朝来科技产业
园 14 号楼 1 层 E-mail:
songzhongjie@didachuxing.com
Attn: Mr. Zhongjie Song

If to the Company:

Uxin Limited
北京市朝阳区广顺南大街东煌大厦 21 层
优信集团
E-mail: daikun@xin.com
Attn: Mr. Kun Dai

Any party may change its address or other contact information for notice by giving notice to each other party in accordance with the terms of this Article VII. In no event will delivery to a copied Person alone constitute delivery to the party represented by such copied Person.

Section 7.02 *Termination.* This Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the Parties hereunder shall terminate without any further liability on the part of any Party in respect thereof, upon the mutual written agreement of the Investor and the Company to terminate this Agreement.

Section 7.03 *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 7.04 *Entire Agreement.* This Agreement and the other Transaction Documents constitute the entire agreement and understanding among the parties hereto and thereto with respect to the subject matters hereof and thereof and supersede any prior understandings, agreements or representations by or among the parties, written or oral, related to the subject matter hereof and thereof, provided that the binding terms in the Memorandum of Understanding entered into between Youxin (Anhui) Industrial Investment Co., Ltd. (优信 (安徽) 产业投资有限公司) and Pintu (Beijing) Information Technology Co., Ltd. (拼途 (北京) 信息技术有限公司), dated September 12, 2024, shall remain intact.

Section 7.05 *Counterparts.* This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Signatures in the form of facsimile or electronically imaged “PDF” shall be deemed to be original signatures for all purposes hereunder. The parties irrevocably and unreservedly agree that this Agreement may be executed by way of electronic signatures and the parties agree that this Agreement, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.

Section 7.06 *Assignments*. This Agreement is personal to each of the Parties. The Company shall not assign any rights and obligations herein to any third party without the prior written consent of the Investor. The rights and obligations herein may not be assigned or transferred by the Investor to any third party without the prior written consent of the Company.

Section 7.07 *Descriptive Headings; Construction*. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The Parties agree that this Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were represented by counsel, and each of whom had an opportunity to participate in and did participate in the drafting of each provision hereof. Accordingly, ambiguities in this Agreement, if any, shall not be construed strictly or in favor of or against any party but rather shall be given a fair and reasonable construction without regard to the rule of *contra proferentem*.

Section 7.08 *Amendment*. This Agreement may be amended only by a written instrument executed by each of the Parties.

Section 7.09 *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its principles of conflicts of laws.

Section 7.10 *Dispute Resolution*.

(a) Each of the Parties hereto irrevocably (i) agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Hong Kong and administered by the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the commencement of the arbitration, (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of Hong Kong in any such arbitration. There shall be three (3) arbitrators. The claimant shall appoint one (1) arbitrator, and the respondent shall appoint one (1) arbitrator no more than ten (10) days following the official appointment of the arbitrator appointed by the claimant, failing which such arbitrator shall be appointed by HKIAC; the third arbitrator shall be the presiding arbitrator and shall be appointed jointly by the arbitrators appointed by the claimant and respondent within ten (10) days of the later of the appointment of the arbitrators appointed by the said Parties, failing which such arbitrator shall be appointed by HKIAC.

(b) The arbitration shall be conducted in English.

(c) The Parties acknowledge and agree that, in addition to contract damages, the arbitrator may award provisional and final equitable relief, including injunctions, specific performance and lost profits.

(d) The decision of the arbitration tribunal shall be final, conclusive and binding on the Parties to the arbitration. Judgment may be entered on the arbitration tribunal’s decision in any court having jurisdiction.

(e) When any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the Parties shall continue to fulfil their respective obligations and shall be entitled to exercise their rights under this Agreement.

(f) The Parties understand and agree that this provision regarding arbitration shall not prevent any Party from pursuing preliminary, equitable or injunctive relief in a judicial forum pending arbitration in order to compel another Party to comply with this provision, to preserve the status quo prior to the invocation of arbitration under this provision, or to prevent or halt actions that may result in irreparable harm. A request for such equitable or injunctive relief shall not waive this arbitration provision.

(g) The Parties expressly consent to the joinder of additional part(ies) in connection with the other Transaction Documents to the arbitration proceedings commenced hereunder and/or the consolidation of arbitration proceedings commenced hereunder with arbitration proceedings commenced pursuant to the arbitration agreements contained in the other Transaction Documents. In addition, the Parties expressly agree that any disputes arising out of or in connection with this Agreement and the other Transaction Documents concern the same transaction or series of transactions.

(h) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

Section 7.11 *Expenses.* The Company shall pay the Investor's legal fees and expenses, account auditing fees and expenses, and other expenses reasonably incurred by the Investor in connection with the transactions contemplated hereunder, no matter whether the transactions contemplated hereunder are completed or not.

Section 7.12 *Third Party Beneficiaries.* Except as otherwise expressly set forth in this Agreement (which shall include without limitation Section 7.11), there are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any Person any rights, remedies or obligations.

Section 7.13 *Specific Performance.* The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court of competent jurisdiction, in addition to any other remedy to which they are entitled at law or in equity.

Section 7.14 *No Waiver; Cumulative Remedies.* Except as specifically set forth herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative. No failure or delay on the part of any party in exercising any right, power or remedy under this Agreement will operate as a waiver of such right, power or remedy, and no single or partial exercise of any such right, power or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. To the maximum extent permitted by Applicable Law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no

notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

Section 7.15 *Non-recourse*. All actions, obligations, losses or causes of action (whether in contract, in tort, in law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to (i) this Agreement, (ii) the negotiation, execution or performance of this Agreement (including any representation or warranty made in connection with, or as inducement to, this Agreement), (iii) any breach or violation of this Agreement, and (iv) any failure of the transactions contemplated hereby or thereby to be consummated, in each case, may be made only against (and are those solely of) the Persons that are expressly identified as Parties to this Agreement subject to the terms and conditions hereof.

Section 7.16 *Replacement of Shares*. If any certificate or instrument evidencing the Subscription Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The Investor applying for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement certificate or instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

UXIN LIMITED

A handwritten signature in black ink, appearing to be 'Kun Dai', written over a horizontal line.

By: _____

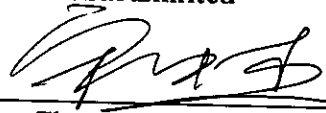
Name: Kun Dai (戴琨)

Title: Director

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

Lightwind Global Limited

By: _____


Name: Zhongjie Song

Title: Director

SCHEDULE I
Particulars of the Investor

Name	Number of Subscription Securities to be Purchased	Purchase Price
Lightwind Global Limited	1,543,845,204 Class A Ordinary Shares	US\$7,500,000

Exhibit A

Form of Registration Rights Agreement

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (the “Agreement”) is made on [*], 2024 by and among Uxin Limited, a company organized and existing under the laws of the Cayman Islands (the “Company”), and Lightwind Global Limited, a company organized under the laws of the British Virgin Islands (the “Investor”).

RECITALS

WHEREAS, the Company and the Investor, are parties to a Share Subscription Agreement dated [*], 2024 (the “Subscription Agreement”), pursuant to which the Company agrees to issue, and the Investor agreed to subscribed for 1,543,845,204 Class A Ordinary Shares; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Subscription Agreement, and pursuant to the terms of the Subscription Agreement, the parties desire to enter into this Agreement in order to grant certain rights to the Investor as set forth below.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Certain Definitions. Unless the context otherwise requires, the following terms, for all purposes of this Agreement, shall have the meanings specified in this Section 1.

“ADSs” means the American Depositary Shares of the Company, each representing three hundred (300) Class A Ordinary Shares.

“ADS Conversion” has the meaning set forth in Section 2.8(a).

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings.

“Agreement” has the meaning set forth in the preamble.

“Applicable Laws” means, with respect to any Person, any transnational, domestic or foreign federal, national, state, provincial, local or municipal law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, executive order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted,

promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or any of such Person's assets, rights or properties.

“Blue Sky Application” has the meaning set forth in Section 2.7(a).

“Board” means the board of directors of the Company.

“Business Day” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the Cayman Islands, the People's Republic of China (which for the purpose of this Agreement shall exclude Hong Kong SAR, Macau SAR and Taiwan), Hong Kong SAR or the State of New York are authorized or required by law or other governmental action to close.

“Class A Ordinary Shares” has the meaning ascribed to such term in the Subscription Agreement.

“Closings” has the meaning ascribed to such term in the Subscription Agreement.

“Company” has the meaning set forth in the preamble.

“Depository” means the Bank of New York Mellon, or any other successive depository bank of the Company.

“Effective Date” means the date that a Registration Statement filed pursuant to Section 2.1(a) is first declared effective by the SEC.

“Effectiveness Deadline” means, with respect to the Shelf Registration Statement or New Registration Statement with respect to the Registrable Securities, as soon as practicable after the Final Closing Date, and in no event later than the [twentieth (20th)] Business Day following initial filing of such registration statement (or in the event of a “full review” by the Commission the [sixtieth (60th)] Business Day following the initial filing of such registration statement); provided, however, that if the Company is notified by the SEC that the Shelf Registration Statement or the New Registration Statement will not be reviewed or is no longer subject to further review and comments, the Effectiveness Deadline as to such Shelf Registration Statement or the New Registration Statement shall be the fifth (5th) Business Day following the date on which the Company is so notified if such date precedes the dates otherwise required above; provided, further, that if the Effectiveness Deadline falls on a Saturday, Sunday or other day that the SEC is closed for business, the Effectiveness Deadline shall be extended to the next Business Day on which the SEC is open for business.

“Event” has the meaning set forth in Section 2.1(c).

“Event Date” has the meaning set forth in Section 2.1(c).

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Filing Deadline” has the meaning set forth in Section 2.1(a).

“Final Closing” has the meaning ascribed to such term in the Subscription Agreement.

“Final Closing Date” has the meaning ascribed to such term in the Subscription Agreement.

“FINRA” means the Financial Industry Regulatory Authority.

“Form F-3” means such form under the Securities Act as in effect on the date hereof or any successor or similar registration form under the Securities Act subsequently adopted by the Commission that permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the Commission.

“Free Writing Prospectus” means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of Registrable Securities.

“Holder” means the holder or holders, as the case may be, from time to time of Registrable Securities.

“Investor” has the meaning set forth in the preamble.

“Investor Representatives” has the meaning set forth in Section 2.5.

“New Registration Statement” has the meaning set forth in Section 2.1(a).

“Participating Holder” means with respect to any registration, any Holder of Registrable Securities covered by the applicable Registration Statement.

“Person” has the meaning ascribed to such term in the Subscription Agreement.

“Prospectus” means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including pre- and post-effective amendments to such Registration Statement, and all other material incorporated by reference in such prospectus.

“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 or document.

“Registrable Securities” means any Subscription Securities, ADSs representing the Subscription Securities (it being understood that a Holder may receive ADSs upon conversion of the Subscription Securities and that while any offers and sales made under a registration statement contemplated by this Agreement will be of ADSs, the securities to be registered by any such registration statement under the Securities Act are Class A Ordinary Shares, and the ADSs are registered under a separate Form F-6)), and any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to

be Registrable Securities for all purposes hereunder upon the earliest to occur of the following: (A) the sale by any Holder of such Registrable Securities to the public either pursuant to a registration statement under the Securities Act or under Rule 144 (in which case, only such Registrable Securities sold shall cease to be Registrable Securities) or (B) such Registrable Securities becoming eligible for sale by the Holder pursuant to Rule 144 without volume or manner-of-sale restrictions and without current public information pursuant to Rule 144, and to the extent requested by the Depositary, as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Depositary (but only if the Company has effected the removal of any legend from the certificates evidencing the Registrable Securities and any ADS Conversion requested by the Investor).

“Registration Statement” means any registration statement of the Company that covers the resale of the Registrable Securities pursuant to the provisions of this Agreement filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

“Registration Expenses” has the meaning set forth in Section 2.4.

“Remainder Registration Statement” has the meaning set forth in Section 2.1(a).

“Rule 144” means Rule 144 as promulgated by the SEC 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 SEC.

“SEC” or “Commission” means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

“SEC Guidance” means (i) any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff and (ii) the Securities Act.

“Securities Act” means the Securities Act of 1933, as amended, and any rules and regulations promulgated thereunder.

“Selling Securities” has the meaning set forth in Annex A.

“Subscription Securities” has the meaning ascribed to such term in the Subscription Agreement.

“Shelf Registration Statement” has the meaning set forth in Section 2.1(a).

“Subscription Agreement” has the meaning set forth in the recitals.

“Trading Day” means a day on which the principal Trading Market is open for business.

“Trading Market” means any of the following markets or exchanges on which the ADSs is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange (or any successors to any of the foregoing).

“Transaction Documents” has the meaning ascribed to such term in the Subscription Agreement.

2. Registration Rights.

2.1 Shelf Registration.

(a) Registration Statements.

The Company shall use its best effort to prepare and file with the SEC an amendment to the Registration Statement on Form F-3 (registration no. 333-268111) (or, if such Form F-3 is not then available to the Company, on such form of registration statement as is then available for the registration of resale of the Registrable Securities) for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (the “Shelf Registration Statement”) as soon as possible, but in no event later than the tenth (10th) Business Day after the Final Closing Date. Such Shelf Registration Statement shall, subject to the limitations of Form F-3, include without limitation the aggregate amount of Registrable Securities to be registered therein and shall contain (except if otherwise required pursuant to written comments received from the Commission upon a review of such Shelf Registration Statement) the “Plan of Distribution” section in substantially the form attached hereto as Annex A. To the extent the staff of the SEC does not permit all of the Registrable Securities to be registered on the Shelf Registration Statement filed pursuant to this Section 2.1(a) or for any other reason any Registrable Securities are not then included in a Registration Statement filed under this Agreement, the Company shall (i) inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Shelf Registration Statement as required by the Commission; and/or (ii) use its best effort to file a new registration statement (a “New Registration Statement”) as soon as possible but in no event later than the tenth (10th) Business Day after the Final Closing Date, in either case covering without limitation the maximum number of Registrable Securities permitted to be registered by the SEC, on Form F-3 or such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its commercially reasonable efforts to advocate with the SEC for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, the Manual of Publicly Available Telephone Interpretations D.29. Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to

advocate with the SEC for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced by Registrable Securities not yet issued to the Investor pursuant to the Subscription Agreement at the time (applied, in the case that some Registrable Securities may be registered, to the Holders on a pro rata basis based on the total number of unregistered Registrable Securities held by such Holders), subject to any determination by the Commission. In addition, if any SEC Guidance requires any Person seeking to sell securities under a Registration Statement filed pursuant to this Agreement to be specifically identified as an “underwriter” in order to permit such Registration Statement to become effective, and such Person does not consent to being so named as an underwriter in such Registration Statement, then, in each such case, the Company shall reduce the total number of Registrable Securities to be registered on behalf of such Person, until such time as the Commission does not require such identification or until such Person accepts such identification and the manner thereof. In the event the Company amends the Shelf Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, the Company will use its commercially reasonable efforts to file with the SEC, as promptly as allowed by SEC or SEC Guidance provided to the Company or to registrants of securities in general, one or more Registration Statements on Form F-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Shelf Registration Statement, as amended, or the New Registration Statement (the “Remainder Registration Statement”).

(b) Effectiveness.

- (i) The Company shall use reasonable best efforts to have the Shelf Registration Statement or New Registration Statement declared effective as soon as practicable but in no event later than the applicable Effectiveness Deadline (including filing with the Commission a request for acceleration of effectiveness in accordance with Rule 461 promulgated under the Securities Act), and shall use its commercially reasonable efforts to keep the Shelf Registration Statement or New Registration Statement continuously effective under the Securities Act until the earlier of (a) such time as all of the Registrable Securities covered by such Registration Statement have been publicly sold by the Holders; or (b) the date that all Registrable Securities covered by such Registration Statement may be sold without volume or manner-of-sale restrictions pursuant to Rule 144, without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and reasonably acceptable to the Depositary and the affected Holders (the “Effectiveness Period”). The Company shall notify the Investor by facsimile or e-mail as promptly as practicable, and in any event, within twenty-four (24) hours, after any Registration Statement is declared effective and shall simultaneously

provide the Investor with copies of any related Prospectus to be used in connection with the sale or other disposition of the securities covered thereby.

- (ii) During the Effectiveness Period, the Company shall use its reasonable best efforts to prevent the issuance of any stop order or other suspension of effectiveness of each Registration Statement or the use of any Prospectus contained therein, or the suspension of the qualification, or the loss of an exemption from qualification, of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment.
- (c) In the event that Form F-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on another appropriate form reasonably acceptable to the Holders and (ii) undertake to register the Registrable Securities on Form F-3 promptly after such form is available, provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form F-3 covering the Registrable Securities has been declared effective by the Commission.

2.2 Piggyback Registrations.

- (a) If at any time after the Shelf Registration Statement is declared effective, there is not then an effective registration statement covering all of the Registrable Securities, and the Company determines to prepare and file with the SEC a Registration Statement relating to an offering for its own account or the account of others of any of its equity securities other than (x) a registration pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (y) pursuant to a Registration Statement on Form F-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (z) in connection with any dividend or distribution reinvestment or similar plan, then the Company shall send to each Holder written notice of such determination and, if within 15 Business Days after the date of such notice, any such Holder shall so request in writing, the Company shall include in such Registration Statement all or any part of the Registrable Securities such Holder requests to be registered.
- (b) The Company shall have the right, in its sole discretion, to postpone, terminate or withdraw any registration initiated by it under this Section 2.2 prior to the effectiveness of such registration whether or not any Holder has elected to include Registrable Securities in such registration.

2.3 Removal of Legend, Share Certificates.

- (a) The Investor shall have the right to request removal of the legend set forth in Section 2.05 of the Subscription Agreement or any other legend from certificates evidencing Registrable Securities in any of the following circumstances: (i) when the Registrable Securities are eligible for resale under Rule 144 without restriction; (ii) when such Registrable Securities are eligible for resale pursuant to the applicable Registration Statement; or (iii) if such legend is not required under applicable requirements of the Securities Act (including, without limitation, controlling judicial interpretations and pronouncements issued by the SEC).
- (b) Upon receipt of a request from the Investor under Section 2.3(a) above, the Company shall, at its own expense, no later than three (3) Business Days following the delivery by the Investor to the Company of a legended certificate representing such Registrable Securities (endorsed or with stock powers attached, signatures guaranteed, and otherwise in form necessary to affect the reissuance and/or transfer, if applicable), as directed by the Investor, issue and dispatch by overnight courier to the Investor, a certificate representing such Registrable Securities that is free from all restrictive and other legends, registered in the name of the Investor or its designee.

2.4 Expenses. All expenses incident to the Company's performance of or compliance with this Agreement shall be paid by the Company (other than, to the extent applicable, underwriting discounts or commissions deducted from the proceeds in respect of any Registrable Securities), including (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC, FINRA or any other regulatory authority and, if applicable, the fees and expenses of any "qualified independent underwriter" as such term is defined in NASD Rule 2720 (or any successor provision) and of its counsel, (ii) all fees and expenses in connection with compliance with any securities or "Blue Sky" laws (including fees and disbursements of counsel for the underwriters in connection with "Blue Sky" qualifications of the Registrable Securities), (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing Prospectuses and Free Writing Prospectuses), (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance), (v) Securities Act liability insurance or similar insurance if the Company so desires or the underwriters so require in accordance with then-customary underwriting practice, (vi) all fees and expenses incurred in connection with the listing of Registrable Securities on any securities exchange or quotation of the Registrable Securities on any inter-dealer quotation system, (vii) all fees and expenses of any special experts or other Persons retained by the Company in connection with any registration, (viii) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), and (ix) all expenses related to the "road-show" for any underwritten offering, including all travel, meals and lodging.

All such expenses are referred to herein as “Registration Expenses”. Subject to the Subscription Agreement, the Company shall not be responsible for any underwriting commissions attributable to the sale of Registrable Securities or any outside counsel fees of the Investor incurred in connection with the resale of Registrable Securities.

2.5 Company Obligations. The Company will use reasonable best efforts to effect the registration of the Registrable Securities in accordance with the terms hereof, and pursuant thereto the Company will:

- (a) prepare the required Registration Statement including all exhibits and financial statements required under the Securities Act to be filed therewith, and before filing a Registration Statement, Prospectus or any Free Writing Prospectus, or any amendments or supplements thereto, (x) furnish to the Participating Holders, if any, copies of all documents prepared to be filed, which documents shall be subject to the review of such Participating Holders and their respective counsel and (y) except in the case of a registration under Section 2.2, not file any Registration Statement or Prospectus or amendments or supplements thereto to which any Participating Holders shall reasonably object;
- (b) file with the SEC a Registration Statement relating to the Registrable Securities including all exhibits and financial statements required by the SEC to be filed therewith, and use reasonable best efforts to cause such Registration Statement to become effective under the Securities Act;
- (c) prepare and file with the SEC such pre- and post-effective amendments to such Registration Statement, supplements to the Prospectus and such amendments or supplements to any Free Writing Prospectus as may be necessary to keep such registration effective for the period of time required by this Agreement, and comply with provisions of the applicable securities laws with respect to the sale or other disposition of all securities covered by such Registration Statement during such period in accordance with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement;
- (d) promptly notify the Participating Holders, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable Prospectus or Free Writing Prospectus or any amendment or supplement thereto has been filed, (B) of any written comments by the SEC or any request by the SEC for amendments or supplements to such Registration Statement, Prospectus or Free Writing Prospectus or for additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any order by the SEC preventing or suspending the use of any preliminary or final Prospectus or any Free Writing Prospectus or the initiation or threatening of any

proceedings for such purposes, (D) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction and (E) of the receipt by the Company of any notification with respect to the initiation or threatening of any proceeding for the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction;

- (e) promptly notify the Participating Holders when the Company becomes aware of the happening of any event as a result of which the Registration Statement, the Prospectus included in such Registration Statement (as then in effect) or any Free Writing Prospectus contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus, any preliminary Prospectus or any Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, when any Free Writing Prospectus includes information that may conflict with the information contained in the Registration Statement, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement, Prospectus or Free Writing Prospectus in order to comply with the Securities Act and, in either case as promptly as reasonably practicable thereafter, prepare and file with the SEC and furnish without charge to the Participating Holders an amendment or supplement to such Registration Statement, Prospectus or Free Writing Prospectus which shall correct such misstatement or omission or effect such compliance;
- (f) promptly incorporate in a Prospectus supplement, Free Writing Prospectus or post-effective amendment to the applicable Registration Statement such information as the Participating Holders agree should be included therein relating to the plan of distribution with respect to such Registrable Securities, and make all required filings of such Prospectus supplement, Free Writing Prospectus or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement, Free Writing Prospectus or post-effective amendment;
- (g) furnish to each Participating Holder, without charge, as many conformed copies as such Participating Holder may reasonably request of the applicable Registration Statement and any amendment or post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);
- (h) deliver to each Participating Holder, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus), any Free Writing Prospectus and any amendment or supplement thereto as such Participating Holder may reasonably request (it being understood that the Company consents to the use of such Prospectus, any Free Writing Prospectus and any amendment or supplement thereto by such Participating in connection with the offering and

sale of the Registrable Securities thereby) and such other documents as such Participating Holder may reasonably request in order to facilitate the disposition of the Registrable Securities by such Participating Holder;

- (i) on or prior to the date on which the Registration Statement is declared effective, use its reasonable best efforts to register or qualify, and cooperate with the Participating Holders and their respective counsel, in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or “Blue Sky” laws of each state and other jurisdiction of the United States as any Participating Holder or their respective counsel reasonably request in writing and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for such period as required by this Agreement, provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;
- (j) cooperate with the Participating Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends, and enable such Registrable Securities to be in such denominations and registered in such names as may be requested at least three (3) Business Days prior to any sale of Registrable Securities;
- (k) use its reasonable best efforts to cause the Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof to consummate the disposition of such Registrable Securities;
- (l) enter into such customary agreements (including underwriting and indemnification agreements) and take all such other actions as the Investor reasonably requests in order to expedite or facilitate the registration and disposition of such Registrable Securities;
- (m) obtain for delivery to the Participating Holders an opinion or opinions from counsel for the Company dated the Effective Date of the Registration Statement or, in the event of an underwritten offering, the date of the closing under the underwriting agreement, in customary form, scope and substance, which opinions shall be reasonably satisfactory to such Participating Holders or underwriters, as the case may be, and their respective counsel;
- (n) cooperate with each Participating Holder participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA or any other securities regulatory authority;
- (o) use its reasonable best efforts to comply with all applicable securities laws and make available to its security holders, as soon as reasonably practicable, an

earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder;

- (p) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the Effective Date of such Registration Statement;
- (q) use commercially reasonable efforts to cause all Registrable Securities covered by the Registration Statement to be listed on each securities exchange on which any of the ADSs is then listed or quoted and on each inter-dealer quotation system on which any of the ADSs is then quoted;
- (r) use best efforts to maintain eligibility for use of Form F-3 (or any successor form thereto) for the registration of the resale of Registrable Securities;
- (s) the Company shall make available, during normal business hours, for inspection and review by the Investor, advisors to and representatives of the Investor (who may or may not be affiliated with the Investor and who are reasonably acceptable to the Company), all financial and other records, all SEC Documents (as defined in the Subscription Agreement) and other filings with the SEC, and all other corporate documents and properties of the Company as may be reasonably necessary for the purpose of such review, and cause the Company's officers, directors and employees, within a reasonable time period, to supply all such information reasonably requested by the Investor or any such representative, advisor or underwriter in connection with such Registration Statement (including, without limitation, in response to all questions and other inquiries reasonably made or submitted by any of them), prior to and from time to time after the filing and effectiveness of the Registration Statement for the sole purpose of enabling the Investor and the representatives, advisors and underwriters and their respective accountants and attorneys to conduct initial and ongoing due diligence with respect to the Company and the accuracy of such Registration Statement; and
- (t) with a view to making available to the Investor the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Investor to sell Class A Ordinary Shares or ADSs to the public without registration, the Company covenants and agrees to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) the date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as all of the Registrable Securities shall have been resold; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; and (iii) furnish to the Investor upon request, as long as the Investor owns any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting

requirements of the Exchange Act, (B) a copy of the Company's most recent Annual Report on Form 20-F or Quarterly Report on Form 6-K, and (C) such other information as may be reasonably requested in order to avail the Investor of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration.

All such information made available or provided pursuant to this Section 2.5 shall be treated as confidential information and shall not be disclosed by the Investor to any other Person other than the Investor and its Affiliate's respective officers, directors, employees, shareholders, partners, prospective buyers or financiers, accountants, consultants, legal counsel, investment bankers, advisors and authorized agents (collectively, the "Investor Representatives"); provided, that, the Investor Representative shall be informed that such confidential information is strictly confidential and shall be subject to confidentiality restrictions in favor of the Investor with respect to the confidential information disclosed by the Investor to the Investor Representative. Notwithstanding anything to the contrary herein, the foregoing restrictions shall not prevent the disclosure by the Investor of any information (x) that is required to be disclosed by order of a court of competent jurisdiction, administrative body or other governmental authority, or by subpoena, summons or legal process, or by law, rule or regulation or (y) that is publicly available (other than by a breach of the Investor's confidentiality obligations to the Company), provided that, to the extent permitted by Applicable Laws, in the event the Investor or the Investor Representative is required to make a disclosure pursuant to clause (x) hereof, it shall provide to the Board prompt notice of such disclosure and allow the Company, at the Company's expense, to undertake appropriate action to prevent disclosure of, or to seek to obtain a protective order for, such information (other than any such disclosure required by any administrative body or other governmental authority in the exercise of its regulatory or other oversight authority with respect to the Investor or the Investor Representative). The confidentiality obligations herein shall, with respect to the Investor, expire on the earlier of (i) with respect to each confidential information, third (3rd) anniversary of disclosure of such confidential information; and (ii) second (2nd) anniversary of the date on which the Investor ceases to hold any Class A Ordinary Shares or ADSs. The Company shall hold in confidence and not make any disclosure of information concerning the Investor provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required to be disclosed in such Registration Statement pursuant to the Securities Act, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement or any other Transaction Document. The Company agrees that it shall, upon learning that disclosure of such information concerning the Investor is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to the Investor and allow the Investor, at the

Investor's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

2.6 Obligations of the Investor.

- (a) The Investor shall furnish in writing to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request. At least seven (7) Business Days prior to the first anticipated filing date of any Registration Statement, the Company shall notify the Investor of the information the Company requires from the Investor if the Investor elects to have any of its Registrable Securities included in the Registration Statement. The Investor shall provide such information to the Company at least three (3) Business Days prior to the first anticipated filing date of such Registration Statement if the Investor elects to have any of its Registrable Securities included in the Registration Statement.
- (b) The Investor, by its acceptance of the Registrable Securities agrees to timely cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of a Registration Statement hereunder, unless the Investor has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.
- (c) The Investor agrees that, upon receipt of any notice from the Company of the happening of an event pursuant to Section 2.5(d)(C), Section 2.5(d)(D) and Section 2.5(e) hereof, the Investor will immediately discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities, until the Investor is advised by the Company that such dispositions may again be made. Notwithstanding anything to the contrary in this Section 2.6(c), the Investor may dispose of the Class A Ordinary Shares or ADSs it holds and the Company shall cause its transfer agent to deliver unlegended Class A Ordinary Shares to a transferee of the Investor in connection with any sale of Registrable Securities with respect to which the Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in the first sentence of this Section 2.6(c), and for which the Investor has not yet settled.
- (d) Notwithstanding the foregoing or anything to the contrary contained in this Agreement, nothing in this Agreement shall require the Investor to provide any non-public financial information with respect to itself or its Affiliates.

2.7 Indemnification.

- (a) Indemnification by the Company. The Company will indemnify and hold harmless the Investor and its officers, directors, members, employees and agents, successors and assigns, and each other person, if any, who controls the Investor within the meaning of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which they may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement, any preliminary Prospectus or final Prospectus, or any amendment or supplement thereof or any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading; (ii) any “Blue Sky” application or other document executed by the Company specifically for that purpose or based upon written information furnished by the Company filed in any state or other jurisdiction in order to qualify any or all of the Registrable Securities under the securities laws thereof (any such application, document or information herein called a “Blue Sky Application”); (iii) the omission or alleged omission to state in a Blue Sky Application a material fact required to be stated therein or necessary to make the statements therein not misleading, in light of the circumstances in which they were made; (iv) any violation by the Company or its agents of any rule or regulation promulgated under the Securities Act applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration; or (v) any failure to register or qualify the Registrable Securities included in any such Registration Statement in any state where the Company or its agents has affirmatively undertaken or agreed in writing that the Company will undertake such registration or qualification on the Investor’s behalf and will reimburse the Investor, and each such officer, director or member and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by the Investor or any such controlling person in writing specifically for use in such Registration Statement or Prospectus.
- (b) Indemnification by the Investor. The Investor agrees, severally but not jointly, to indemnify and hold harmless, to the fullest extent permitted by Applicable Laws, the Company, its directors, officers, employees, shareholders and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expense (including reasonable attorney fees) resulting from (i) any untrue statement or alleged untrue statement of a material fact or any omission or alleged omission of a material fact required to be stated in the Registration Statement or Prospectus or preliminary Prospectus or

amendment or supplement thereto or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading; (ii) the omission or alleged omission to state in a Blue Sky Application a material fact required to be stated therein or necessary to make the statements therein not misleading; or (iii) any violation by the Investor or its agents of any rule or regulation promulgated under the Securities Act applicable to the Investor or its agents and relating to action or inaction required of the Investor under this Agreement, to the extent, but only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission is contained in any information furnished in writing by the Investor to the Company specifically for inclusion in such Registration Statement or Prospectus or amendment or supplement thereto. In no event shall the liability of the Investor be greater in amount than the dollar amount of the proceeds (net of all expense paid by the Investor in connection with any claim relating to this Section 2.7 and the amount of any damages the Investor has otherwise been required to pay by reason of such untrue statement or omission) received by the Investor upon the sale of the Registrable Securities included in the Registration Statement giving rise to such indemnification obligation.

- (c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder shall (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party (provided, however, that such indemnified party shall, at the expense of the indemnifying party, be entitled to counsel of its own choosing to monitor such defense); provided that, subject to the preceding sentence, any Person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (a) the indemnifying party has agreed to pay such fees or expenses, or (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (c) in the reasonable judgment of any such Person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person); and provided, further, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time

for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation.

- (d) Contribution. If for any reason the indemnification provided for in the preceding paragraphs (a) and (b) is unavailable to an indemnified party or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. No Person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of a Holder of Registrable Securities be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such Holder in connection with any claim relating to this Section 2.7 and the amount of any damages such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

2.8 Facilitation of ADS Conversion.

- (a) The Company acknowledges that the Investor intends to convert the Subscription Securities into ADSs as soon as practicable for future sale (the “ADS Conversion”).
- (b) At any time from and from time to time, upon written request of the Investor, the Company shall promptly and in any event no later than three (3) Trading Days following receipt of the Investor’s request, effect, or cause the Depositary to effect, the ADS Conversion, if there is an effective Registration Statement on file with the SEC covering the re-sale of the Investor’s Class A Ordinary Shares issued upon the Closings or such Class A Ordinary Shares may be re-sold without restriction by the Investor pursuant to Rule 144, provided that, if requested by the Company, the Investor shall provide reasonable and timely cooperation to facilitate the ADS Conversion to the extent reasonably required.
- (c) For purposes of completing the ADS Conversion contemplated under Section 2.8(b) above, the Company shall, take all necessary actions to cause the ADS Conversion, including but not limited to directing its Depositary (including to provide any consent or confirmation and to satisfy any other procedural or substantive requirements under that certain deposit agreement dated June 27, 2018 among the Company, the Depositary and the holders and beneficial owners

of American depositary shares issued thereunder (as amended, restated, supplemented or modified from time to time)), share registrar, transfer agent and an outside counsel to take all necessary actions (including the removal of the restrictive legend) in accordance with the procedures for conversion of Subscription Securities into ADSs.

2.9 Other Registration Rights. The Company represents and warrants that, as of the date hereof, no person or entity has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person or entity, that is ranks senior to, the registration rights of the Holders of the Registrable Securities contemplated hereunder.

2.10 Termination of Registration Rights. The registration rights provided to the Holders under Section 2 shall terminate in their entirety upon such time as there are no Registrable Securities and all Subscription Securities have been converted into ADSs that are fully tradable. Notwithstanding the foregoing, Sections 2.4, 2.7 and 3 shall survive the termination of such registration rights.

3. Miscellaneous.

3.1 Governing Law; Dispute Resolution. The provisions of Sections 7.08 (Governing Law) and 7.09 (Dispute Resolution) of the Subscription Agreement shall be incorporated herein by reference and shall apply as if set forth in full herein, mutatis mutandis.

3.2 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successor and assigns of the parties hereto. The Company may not assign its rights or obligations hereunder except with the prior written consent of each Holder. Each Holder may assign their respective rights hereunder to any assignees or successors of any of its Registrable Securities.

3.3 Entire Agreement; Amendment. This Agreement and the other Transaction Documents constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Any previous agreements among the parties relative to the specific subject matter hereof are superseded by this Agreement. Neither this Agreement nor any provision hereof may be amended, changed, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, change, waiver, discharge or termination is sought.

3.4 Notices. All notices and other communications provided for or permitted hereunder shall be made as set forth in Section 7.01 of the Subscription Agreement.

3.5 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the

remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

- 3.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
- 3.7 Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. The parties irrevocably and unreservedly agree that this Agreement may be executed by way of electronic signatures and the parties agree that this Agreement, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.
- 3.8 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, 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 theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement, or any waiver of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in writing, and that all remedies, either under this Agreement, by law or otherwise, shall be cumulative and not alternative.
- 3.9 Consents. Any permission, consent, or approval of any kind or character under this Agreement shall be in writing and shall be effective only to the extent specifically set forth in such writing.
- 3.10 SPECIFIC PERFORMANCE. THE PARTIES HERETO AGREE THAT IRREPARABLE DAMAGE WOULD OCCUR IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT WERE NOT PERFORMED IN

ACCORDANCE WITH ITS SPECIFIC INTENT OR WERE OTHERWISE BREACHED. IT IS ACCORDINGLY AGREED THAT THE PARTIES SHALL BE ENTITLED TO AN INJUNCTION OR INJUNCTIONS, WITHOUT BOND, TO PREVENT OR CURE BREACHES OF THE PROVISIONS OF THIS AGREEMENT AND TO ENFORCE SPECIFICALLY THE TERMS AND PROVISIONS HEREOF, THIS BEING IN ADDITION TO ANY OTHER REMEDY TO WHICH THEY MAY BE ENTITLED BY LAW OR EQUITY, AND ANY PARTY SUED FOR BREACH OF THIS AGREEMENT EXPRESSLY WAIVES ANY DEFENSE THAT A REMEDY IN DAMAGES WOULD BE ADEQUATE.

- 3.11 Construction of Agreement. No provision of this Agreement shall be construed against either party as the drafter thereof.
- 3.12 Section References. Unless otherwise stated, any reference contained herein to a Section or subsection refers to the provisions of this Agreement.
- 3.13 Variations of Pronouns. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

UXIN LIMITED

By: _____

Name: Kun Dai (戴琨)

Title: Director

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

[Name of the Holder]

By: _____

Name:

Title:

Annex A

PLAN OF DISTRIBUTION

We are registering the Class A Ordinary Shares and/or ADSs issued to the selling shareholders to permit the resale of these Class A Ordinary Shares and/or ADSs by the holders of the Class A Ordinary Shares and/or ADSs from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling shareholders of the Class A Ordinary Shares and/or ADSs. We will bear all fees and expenses incident to our obligation to register the Class A Ordinary Shares and/or ADSs.

The selling shareholders may sell all or a portion of the Class A Ordinary Shares and/or ADSs beneficially owned by them and offered hereby (the “Selling Securities”) from time to time directly or through one or more underwriters, broker-dealers or agents. If the Class A Ordinary Shares and/or ADSs are sold through underwriters or broker-dealers, the selling shareholders will be responsible for underwriting discounts or commissions or agent’s commissions. The Class A Ordinary Shares and/or ADSs may be sold on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale, in the over-the-counter market or in transactions otherwise than on these exchanges or systems or in the over-the-counter market and in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. The selling shareholders may use any one or more of the following methods when selling such Class A Ordinary Shares and/or ADSs:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the Class A Ordinary Shares or ADSs as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions.
- settlement of short sales entered into after the Effective Date of the registration statement of which this prospectus is a part;

- broker-dealers may agree with the selling shareholders to sell a specified number of such Selling Securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether such options are listed on an options exchange or otherwise;
- a combination of any such methods of sale; and
- any other method permitted pursuant to Applicable Laws.

The selling shareholders also may resell all or a portion of the Class A Ordinary Shares or ADSs in open market transactions in reliance upon Rule 144 under the Securities Act, as permitted by that rule, or Section 4(1) under the Securities Act, if available, rather than under this prospectus, provided that they meet the criteria and conform to the requirements of those provisions.

Broker-dealers engaged by the selling shareholders may arrange for other broker-dealers to participate in sales. If the selling shareholders effect such transactions by selling the Selling Securities to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling shareholders or commissions from purchasers of the Selling Securities for whom they may act as agent or to whom they may sell as principal. Such commissions will be in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction will not be in excess of a customary brokerage commission in compliance with FINRA Rule 5110.

In connection with sales of the Class A Ordinary Shares or ADSs or otherwise, the selling shareholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the Selling Securities in the course of hedging in positions they assume. The selling shareholders may also sell Selling Securities short and if such short sale shall take place after the date that this Registration Statement is declared effective by the Commission, the selling shareholders may deliver Selling Securities covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling shareholders may also loan or pledge Selling Securities to broker-dealers that in turn may sell such shares, to the extent permitted by Applicable Laws. The selling shareholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). Notwithstanding the foregoing, the selling shareholders have been advised that they may not use shares registered on this registration statement to cover short sales

of our ordinary shares made prior to the date the registration statement, of which this prospectus forms a part, has been declared effective by the SEC.

The selling shareholders may, from time to time, pledge or grant a security interest in some or all of the warrants or Class A Ordinary Shares or ADSs owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the Selling Securities from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933, as amended, amending, if necessary, the list of selling shareholders to include the pledgee, transferee or other successors in interest as selling shareholders under this prospectus. The selling shareholders also may transfer and donate the Class A Ordinary Shares or ADSs in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

The selling shareholders and any broker-dealer or agents participating in the distribution of the Selling Securities may be deemed to be “underwriters” within the meaning of Section 2(11) of the Securities Act in connection with such sales. In such event, any commissions paid, or any discounts or concessions allowed to, any such broker-dealer or agent and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Selling Shareholders who are “underwriters” within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act and may be subject to certain statutory liabilities of, including but not limited to, Sections 11, 12 and 17 of the Securities Act and Rule 10b-5 under the Securities Exchange Act of 1934, as amended, or the Exchange Act.

Each selling shareholder has informed the Company that it is not a registered broker-dealer and does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the ordinary shares. Upon the Company being notified in writing by a selling shareholder that any material arrangement has been entered into with a broker-dealer for the sale of ordinary shares through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplement to this prospectus will be filed, if required, pursuant to Rule 424(b) under the Securities Act, disclosing (i) the name of each such selling shareholder and of the participating broker-dealer(s), (ii) the number of shares involved, (iii) the price at which such Class A Ordinary Shares or ADSs were sold, (iv) the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and (vi) other facts material to the transaction. In no event shall any broker-dealer receive fees, commissions and markups, which, in the aggregate, would exceed eight percent (8%).

Under the securities laws of some states, the Selling Securities may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the Selling Securities may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling shareholder will sell any or all of the Class A Ordinary Shares or ADSs registered pursuant to the shelf registration statement, of which this prospectus forms a part.

Each selling shareholder and any other person participating in such distribution will be subject to applicable provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, including, without limitation, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the Selling Securities by the selling shareholder and any other participating person. Regulation M may also restrict the ability of any person engaged in the distribution of the Selling Securities to engage in market-making activities with respect to the Selling Securities. All of the foregoing may affect the marketability of the Selling Securities and the ability of any person or entity to engage in market-making activities with respect to the Selling Securities.

We will pay all expenses of the registration of the Class A Ordinary Shares or ADSs pursuant to the registration rights agreement, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or “blue sky” laws; provided, however, that each selling shareholder will pay all underwriting discounts and selling commissions, if any, and any legal expenses incurred by it. We will indemnify the selling shareholders against certain liabilities, including some liabilities under the Securities Act, in accordance with a registration rights agreement, or the selling shareholders will be entitled to contribution. We may be indemnified by the selling shareholders against civil liabilities, including liabilities under the Securities Act, that may arise from any written information furnished to us by the selling shareholders specifically for use in this prospectus, in accordance with the related registration rights agreements, or we may be entitled to contribution.

We have agreed with the selling shareholders to keep the registration statement of which this prospectus constitutes a part effective until the earlier of (1) such time as all of the securities covered by this prospectus have been disposed of pursuant to and in accordance with the registration statement, or (2) the date on which all of the securities may be sold without restriction pursuant to Rule 144 of the Securities Act.