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As filed with the Securities and Exchange Commission on August 25, 2017

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM F-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Secoo Holding Limited

(Exact name of Registrant as specified in its charter)

Not Applicable
(Translation of Registrant's name into English)

Cayman Islands	**5990**	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

15/F, Building C, Galaxy SOHO
Chaonei Street, Dongcheng District
Beijing 100000
The People's Republic of China
+86 10 6588-0135
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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+852 3740-4700	**+86 21 6193-8200**	**+852 2825-8888**

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

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

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

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

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

Emerging growth company. ☒

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

†

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

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed maximum aggregate offering price[3]	Amount of registration fee
Class A ordinary share, per value US$0.001 per share[1][2]	US$100,000,000	US$11,590

(1) American depositary shares issuable upon deposit of Class A ordinary shares registered hereby will be registered under a separate registration statement on Form F-6 (Registration No. 333-). Two American depositary shares represent one Class A ordinary share.

(2) Includes Class A ordinary shares that are issuable upon any exercise of the underwriters' over-allotment option. Also includes Class A ordinary shares initially offered and sold outside the United States that may be resold from time to time in the United States either as part of their distribution or within 40 days after the later of the effective date of this registration statement and the date the shares are first bona fide offered to the public. These Class A ordinary shares are not being registered for the purpose of sales outside the United States.

(3) Estimated solely for the purpose of determining the amount of registration fee in accordance with Rule 457(o) under the Securities Act of 1933.

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

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

SUBJECT TO COMPLETION, DATED , 2017.

PROSPECTUS

American Depositary Shares

Secoo Holding Limited

Representing Class A Ordinary Shares

We are offering American depositary shares, or ADSs. Two American depositary shares represent one Class A ordinary share, par value US$0.001 per share. This is our initial public offering and no public market currently exists for our ADSs or our Class A ordinary shares. We expect the initial public offering price of our ADSs to be between US$ and US$ per ADS. We have applied to list our ADSs on the NASDAQ Global Market under the symbol "SECO."

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

Investing in our ADSs involves a high degree of risks. Please read "Risk Factors" beginning on page 15 of this prospectus.

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

	Per ADS	Total
Public Offering Price	US$	US$
Underwriting Discount and Commission[1]	US$	US$
Proceeds to Secoo Holding Limited (Before Expenses)	US$	US$

(1) See "Underwriting" for additional disclosure regarding underwriting compensation payable by us.

Delivery of the ADSs is expected to be made on or about , 2017. We have granted the underwriters an option for a period of 30 days to purchase an additional ADSs. If the underwriters exercise the option in full, the total underwriting discounts and commissions payable by us will be $, and the total proceeds to us, before expenses, will be $ and $.

Following the completion of this offering, our outstanding share capital will consist of Class A ordinary shares and Class B ordinary shares. Mr. Richard Rixue Li, our founder, chairman and chief executive officer, will be deemed to beneficially own all of our issued Class B ordinary shares and will be able to exercise approximately % of the total voting power of our issued and outstanding share capital, both on behalf of himself and on behalf of Siku Holding Limited, immediately following the completion of this offering, assuming (i) the underwriters do not exercise their over-allotment option to purchase additional ADSs, and (ii) we will issue and sell a total of Class A ordinary shares to Gold Ease Global Limited, a wholly owned subsidiary of Country Garden Holdings Company Limited, and YTL E-Solutions Berhad, a majority held subsidiary of YTL Corporation Berhad, through concurrent private placements, which number of shares has been calculated based on an assumed initial public offering price of US$ per ADS, the midpoint of the estimated offering price range set forth above. Holders of Class A ordinary shares and Class B ordinary shares have the same rights except for voting and conversion rights. Each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to twenty votes and is convertible into one Class A ordinary share. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances.

Jefferies

Prospectus dated , 2017

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

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

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

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information and financial statements appearing elsewhere in this prospectus. In addition to this summary, we urge you to read the entire prospectus carefully, especially the risks of investing in our ADSs discussed under "Risk Factors," before deciding whether to buy our ADSs. This prospectus contains information from a report commissioned by us and prepared by Frost & Sullivan, an independent market research firm, in June 2017, or the Frost & Sullivan report, to provide industry and other information and illustrate our position in the upscale product retail industry in China.

§ Our Mission and Corporate Values

Our mission is to serve valued customers with style anywhere around the world. Our corporate values are to (i) be noble in character; (ii) be authentic in offerings; and (iii) be ethical in culture.

We are dedicated to building a company that lasts for more than 109 years.

§ Our Business

We are Asia's largest online integrated upscale products and services platform as measured by GMV in 2016, according to the Frost & Sullivan report. Our GMV grew by 34.9% from RMB2,572.6 million in 2015 to RMB3,470.2 million (US$511.9 million) in 2016. In the six months ended June 30, 2017, our GMV was RMB1,924.6 million (US$283.9 million), compared to the GMV of RMB1,276.5 million in the six months ended June 30, 2016. The average sales per order on our online platform was over RMB3,500 (US$516.3) in the six months ended June 30, 2017, which is higher than other major e-commerce online platforms in Asia, according to the Frost & Sullivan report. Since our inception in 2011, we have attracted a large and loyal customer base with high purchasing power and have accumulated 15.1 million registered members as of June 30, 2017, and approximately 0.3 million active customers in 2016.

Our members and customers are our greatest assets. We believe the majority of our customers belong to the middle and high income population in China. The middle and high income population in China have shown a high increasing propensity to purchase luxury products and services on online platforms with diversified and personalized demand, according to the Frost & Sullivan report. We offer them a wide selection of authentic upscale products and lifestyle services to satisfy different needs of the modern lifestyle. We currently offer over 300,000 SKUs, covering over 3,000 global and domestic brands on our platform. Supported by our proprietary database of upscale products, our authentication procedures and brand cooperation, we are able to ensure the authenticity and quality of every product offered on our platform. With the goal of providing one-stop shopping experience, we have expanded into providing high-end lifestyle services since 2014. Leveraging our business intelligence system and dedication to customer service, we are able to maximize our customer lifetime value by targeted and precise marketing and realizing cross-selling opportunities and increasing our customers' purchase frequency on our platform.

We offer an integrated online and offline shopping platform, which consists of our Secoo.com website, mobile applications and offline experience centers. Our online platform facilitates easy product selection, order processing and convenient payment methods, such as our Secoo Check, which allows customers to make payments for our merchandise products in installments on our online platform directly. We complement our online platform with offline experience centers to provide superior customer and membership services and experience. We have strategically opened five offline experience centers in popular shopping destinations and central business districts in China, Hong Kong and Malaysia which strengthened our Secoo brand creditability and enhanced our brand presence. In addition, we are cooperating with brand boutiques such as Versace boutiques for our customers to pick up products ordered on our online platform

in these stores. Our platform brings a world of upscale products and a variety of high-end services to the fingertips of our customers.

We have built a trusted and comprehensive global supply chain for upscale products and lifestyle services. As Asia's largest online integrated upscale products and services platform, we have attracted a broad and large base of suppliers of upscale products, including brands, brand authorized distributors and individual and corporate suppliers. Our comprehensive global supply chain is designed to meet the diverse purchase preferences and needs of our customers, varying from in-season luxury products, to highly sought-after classic styles, and to vintage and rare products. A number of top-tier global brands directly supply us their brand products, such as Tod's, Salvatore Ferragamo and Versace. For products supplied to us by other individual and corporate suppliers, we apply our sophisticated authentication procedures to ensure that every product offered on our platform is authentic and of high quality.

We have experienced significant growth in recent years. Our net revenues increased by 48.8% from RMB1,743.1 million in 2015 to RMB2,593.8 million (US$382.6 million) in 2016, and increased from RMB1,033.1 million for the six months ended June 30, 2016 to RMB1,346.7 million (US$198.6 million) for the six months ended June 30, 2017. Our GMV grew by 34.9% from RMB2,572.6 million in 2015 to RMB3,470.2 million (US$511.9 million) in 2016. In the six months ended June 30, 2017, our GMV was RMB1,924.6 million (US$283.9 million), compared to the GMV of RMB1,276.5 million for the six months ended June 30, 2016. Our total orders grew from 623.8 thousands in 2015 to 953.7 thousands in 2016. Total number of orders were 374.3 thousand and 515.3 thousand for the six months ended June 30, 2016 and 2017, respectively. We had net losses of RMB222.0 million and RMB44.6 million (US$6.6 million) in 2015 and 2016, respectively. In the six months ended June 30, 2017, we had a net profit of RMB52.3 million (US$7.7 million), compared to a net loss of RMB74.9 million in the six months ended June 30, 2016.

§ **Our Industry**

According to the Frost & Sullivan report, the upscale products and services market in China has experienced rapid growth within the past few years and is expected to maintain steady growth in the near future, mainly attributable to the emerging growing population with high purchasing power. According to the Frost & Sullivan report, the middle and high income population is expected to grow at a compound annual growth rate, or CAGR of 13.2% and 11.8% from 2016 to 2021, respectively. The middle and high income population altogether is expected to account for 42% of the total population in China in 2021. The consumption behaviors of this demographic are sophisticated with high brand awareness. They appreciate authenticity, diversification and personalization and widely accept online shopping. Total online retail sales of upscale products and services in China reached RMB250.1 billion (US$36.9 billion) in 2016, representing a CAGR, of 23.1% from 2012, and expected to grow at CAGR of 18.2% from 2016 to 2021. The China online upscale products and services retail market is expected to grow more quickly than those in other countries or regions in the world, according to the Frost & Sullivan report.

The key growth drivers of the online upscale products and services retail in China, according to the Frost & Sullivan report, include: (i) shift in shopping channel choices: the number of online retail consumers in China has increased from 242.0 million in 2012 to 466.7 million in 2016; (ii) changing consumption demands and preferences: consumers in China are increasingly shifting their consumption preference of upscale products and services from well-established luxury brands to other designer and trendy labels/brands, which tend to have limited offline retail presence in selected metropolitan cities in China; and (iii) growing demands from third- and fourth-tier cities: the retail sales of upscale products and services in these cities grew at a CAGR of 15.4% from 2012 to 2016, which is more than twice of that of the first- and second-tier cities.

According to the Frost & Sullivan report, domestic players have dominated online upscale products and services retail market in China over the past years, with a market share of 71.1% in terms of the total retail

sales value in 2016. The domination of domestic players is attributable to following: (i) mix of products and services offering; (ii) localized business operations; and (iii) fast reaction to the market. In 2016, among the major players of China's and Asia's online upscale integrated products and services markets, Secoo ranked the highest by GMV and, among online pure upscale products e-commerce platforms, Secoo's market shares in China and Asia were 25.3% and 15.4%, respectively, as measured by GMV, according to the Frost & Sullivan report.

§ **Our Competitive Strengths**

We believe the following key competitive strengths have contributed to our growth and success to date:

- § leading online integrated upscale products and services platform, well-positioned to capture enormous industry opportunities;
- § large and loyal customer base with high purchasing power and tremendous cross-selling opportunities;
- § highly reputable platform trusted by brands and customers;
- § leveraging our comprehensive global supply chain to optimize the shopping experience;
- § proprietary business intelligence system and strong data analytics capabilities; and
- § visionary founder, experienced management team and strong corporate culture.

§ **Our Growth Strategies**

Our goal is to become a one-stop platform offering a full range of upscale lifestyle products and services. We intend to achieve our goal by pursuing the following growth strategies:

- § further improving customers and premier members' experience to maximize customer lifetime value. We intend to further develop a superior customer experience through enhanced online functionality and deluxe customer services, supported by technological innovation;
- § strengthening brand relationships and expand products offerings. We intend to work closely with our existing brand partners and increasingly form direct supply relationships with domestic and global brands and plan to further expand our product offerings with a broader selection of product categories;
- § further strengthening big data capabilities. We will continue to strengthen our technology infrastructure in pursuit of operational excellence, especially our big data technology, to effectively utilize the large amount of user behavioral data generated through our website and mobile applications; and
- § expanding international coverage. We may pursue strategic initiatives to expand our business overseas, including by setting up websites, warehouses, payment systems and physical sales outside of China and promoting our Secoo brand to new overseas customers.

§ **Our Challenges**

Our ability to achieve our goal and execute our strategies is subject to risks and uncertainties, including those relating to our ability to:

- § maintain and enhance the recognition and reputation of our Secoo brand;
- § attract new customers and retain existing customers in a cost efficient way;
- § attract adequate talent to manage our growth or execute our strategies effectively;
- § verify the authorization and import procedure of products sourced from suppliers;
- § manage and expand our relationships with suppliers and procure products at favorable terms;
- § provide good customer experience and offer products that attract new customers and new purchases from existing customers; and

- compete effectively.

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

- PRC government may deem that the contractual arrangements in relation to Beijing Auction and Beijing Secoo do not comply with PRC regulatory restrictions on foreign investment in the relevant industries;
- we rely on contractual arrangements with our variable interest entities and their shareholders for substantially all of our business operations;
- substantial uncertainties exist with respect to the enactment timetable, interpretation and implementation of draft PRC Foreign Investment Law;
- the shareholders of our variable interest entities may have potential conflicts of interest with us;
- we are a holding company, and we may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and there are risks and uncertainties regarding the ability of our PRC subsidiaries to make payments of dividends to us under PRC laws and regulations; and
- changes in China's economic, political or social conditions or government policies could have a material and adverse effect on our business and operations.

In addition, you may also face risks involved in investing in our ADSs, including:

- there is no public market for our shares or ADSs prior to this offering;
- there could be volatility of the trading prices of our ADSs; and
- an ADS holder has fewer rights than holders of ordinary shares.

See "Risk Factors" and other information included in this prospectus for a discussion of these and other risks and uncertainties that we face.

- **Recent Corporate Developments**

In 2015 and 2016, we opened four more offline experience centers located in Shanghai, Chengdu, Hong Kong and Malaysia. We launched Secoo Check in April 2016, which allows customers to make payments for our merchandise products in installments. In 2016 and 2017, we achieved success in expanding collaborations with top global brands. For example, in 2016, we began collaboration with Tod's, under which Tod's makes customized products exclusively for us. In July 2016, we became Gentle Monster's first online retail platform for eyewear products in China. We became an authorized online retailer for Versace and Salvatore Ferragamo in China in 2016 and 2017, respectively. In June 2016, we entered into strategic cooperation partnership with China's largest real estate developer, Country Garden, and jointly incorporated Secoo Garden Tradings Sdn. Bhd. and opened our offline experience center in Malaysia to tap into southeast Asian market.

- **Corporate History and Structure**

We are a Cayman Islands company and our PRC subsidiaries are considered foreign-invested enterprises. Due to the restrictions on foreign ownership of internet-based businesses in China, we depend on contractual arrangements with our consolidated variable interest entities, in which we have no ownership interest, and their shareholders to conduct most aspects of our operation. We have relied and expect to continue to rely on these contractual arrangements to hold our ICP license as an internet information provider and to conduct our auction business. We currently generate substantially all of our revenues from our consolidated variable interest entities.

In February 2008, Mr. Richard Rixue Li and Ms. Zhaohui Huang, or the Founders, formed Hong Kong Secoo Investment Group Limited, or Hong Kong Secoo, in Hong Kong as a holding company. Our founders also

formed Beijing Secoo Trading Limited, or Beijing Secoo, in Beijing, China in April 2009. We commenced our current upscale product retail business under our Secoo brand through Beijing Secoo in 2011. We opened our first offline experience center in Beijing in January 2011 and launched our website in April in the same year. Our mobile application was launched in December 2013.

In January 2011, we incorporated Secoo Holding Limited in the Cayman Islands as our offshore holding company in order to facilitate international financing and it acquired 100% of the equity interests in Hong Kong Secoo in February 2011. In May 2011, we established, through Hong Kong Secoo, a wholly owned PRC subsidiary, Kutianxia (Beijing) Information Technology Limited, or Kutianxia, which in turn established Beijing Zhiyi Heng Sheng Technology Service Co., Ltd in Beijing, China to conduct our after-sales repair and maintenance services in September 2012.

In September 2014, our Founders formed Beijing Wo Mai Wo Pai Auction Co., Ltd., or Beijing Auction, in Beijing, China, to operate the auction business and provide an online marketplace for auction sales of upscale products.

In January 2014, we incorporated Secoo Inc. in the United States. In March 2015, we incorporated Secoo Italia SRL in Italy. These two subsidiaries to conduct procurement and trading business in those regions.

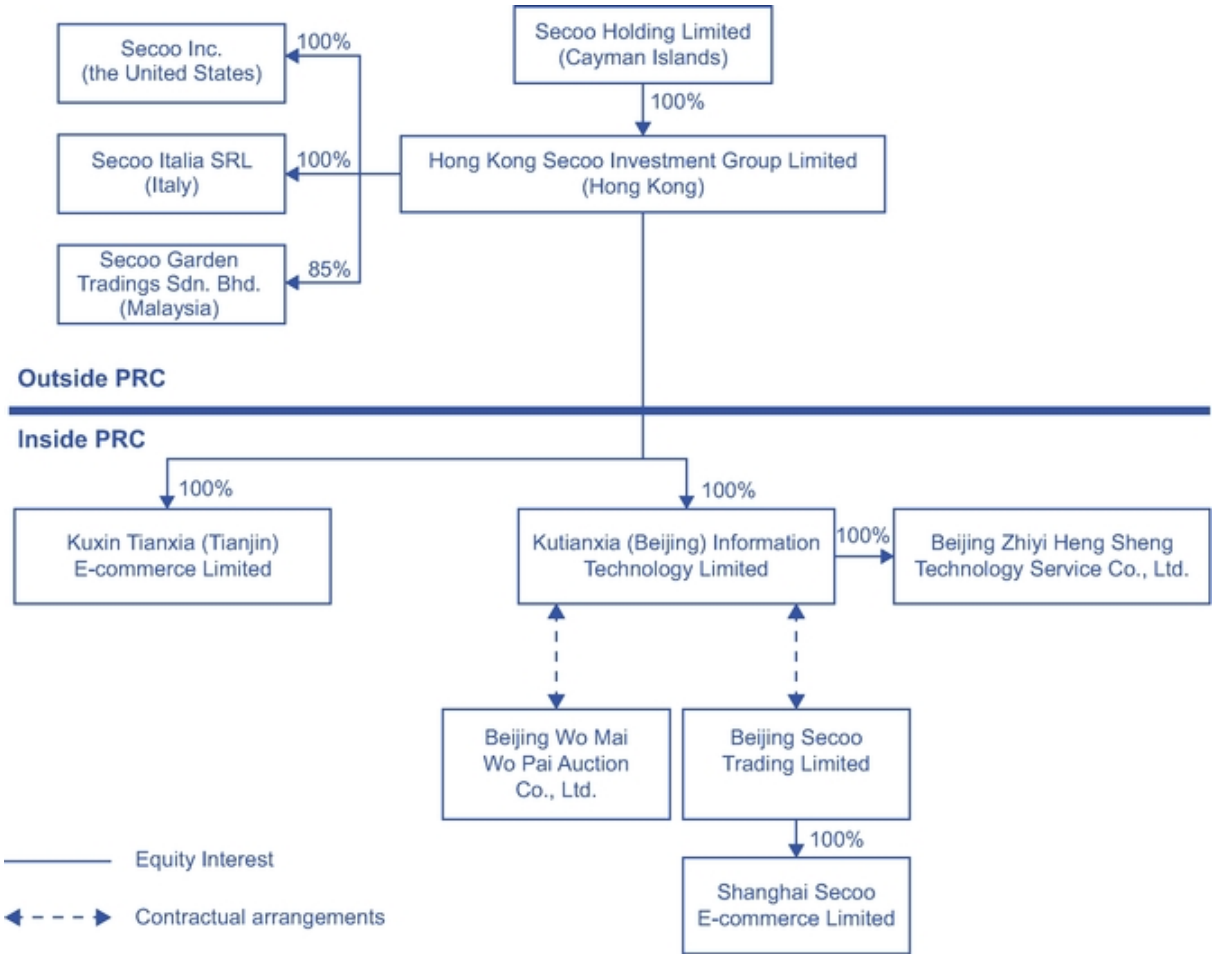
Through Kutianxia, we obtained control over Beijing Secoo and Beijing Auction in May 2011 and September 2014, respectively, by entering into a series of contractual arrangements with Beijing Secoo and Beijing Auction and their respective shareholders. Beijing Secoo and Beijing Auction hold our internet content provision license, or ICP license, as an internet information provider and operates our website and Beijing Auction holds our license for auction businesses.

These contractual arrangements allow us to:

- exercise effective control over Beijing Secoo and Beijing Auction;
- receive substantially all of the economic benefits of Beijing Secoo and Beijing Auction; and
- have an exclusive option to purchase all or part of the equity interests in Beijing Secoo and Beijing Auction when and to the extent permitted by PRC law.

As a result of these contractual arrangements, we are the primary beneficiary of Beijing Secoo and Beijing Auction, and we treat them as our variable interest entities under United States generally accepted accounting principles, or U.S. GAAP. We have consolidated the financial results of Beijing Secoo and Beijing Auction and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP.

The following diagram illustrates our corporate structure, including our major subsidiaries and variable interest entities, as of the date of this prospectus:



§ **Implications of Being an Emerging Growth Company**

As a company with less than US$1.07 billion in revenue for the last fiscal year, we qualify as an "emerging growth company" pursuant to the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404, in the assessment of the emerging growth company's internal control over financial reporting. We intend to take advantage of the exemption from the auditor attestation requirement for as long as we remain an emerging growth company.

The JOBS Act also provides that an emerging growth company does not need to comply with any new or revised financial accounting standards until such date that a private company is otherwise required to comply with such new or revised accounting standards. However, we have elected to "opt out" of this provision and, as a result, we will comply with new or revised accounting standards as required when they are adopted for public companies. This decision to opt out of the extended transition period under the JOBS Act is irrevocable.

We will remain an emerging growth company until the earliest of (i) the last day of our fiscal year during which we have total annual gross revenues of at least US$1.07 billion; (ii) the last day of our fiscal year following the fifth anniversary of the completion of this offering; (iii) the date on which we have, during the previous three year period, issued more than US$1.07 billion in non-convertible debt; or (iv) the date on which we are deemed to be a "large accelerated filer" under the Securities Exchange Act of 1934, as amended, or the Exchange Act, which would occur if the market value of our ADSs that are held by non-affiliates exceeds US$700 million as of the last business day of our most recently completed second fiscal quarter. Once we cease to be an emerging growth company, we will not be entitled to the exemptions provided in the JOBS Act discussed above.

§ **Enforceability of Civil Liabilities**

We are a company incorporated under the laws of the Cayman Islands. We conduct our operations in China and substantially all of our assets are located in China. In addition, our directors and executive officers, and some of the experts named in this prospectus, reside within China, and most of the assets of these persons are located within China. The laws of the Cayman Islands and of the PRC may render you unable to enforce a judgment against our assets or the assets of our directors and officers. For more information regarding the relevant laws of the Cayman Islands and China, see "Enforceability of Civil Liabilities."

§ **Corporate Information**

Our principal executive offices are located at 15/F, Building C, Galaxy SOHO, Chaonei Street, Dongcheng District, Beijing 100000, The People's Republic of China. Our telephone number at this address is +86 10 6588-0135. Our registered office in the Cayman Islands is located at P.O. Box 613 GT, 3rd Floor Harbour Centre, George Town, Grand Cayman KY1-1107, Cayman Islands.

Investors should submit any inquiries to the address and telephone number of our principal executive offices. Our main website is www.secoo.com. The information contained on our website is not a part of this prospectus. Our agent for service of process in the United States is Law Debenture Corporate Services Inc., located at 400 Madison Avenue, 4th Floor, New York, NY 10017.

§ **Conventions that Apply to this Prospectus**

Unless otherwise indicated or the context otherwise requires, references in this prospectus to:

- "active customers" for a specified period are to a customer account that made at least one purchase during the specified period;
- "ADSs" are to our American depositary shares, two of which represent one Class A ordinary share;
- "average sales per order" for a period are to the GMV divided by the total orders for such period;
- "China" or the "PRC" is to the People's Republic of China, excluding, for the purposes of this prospectus only, Hong Kong, Macau and Taiwan;
- "ordinary shares" prior to the completion of this offering are to our ordinary shares, par value US$0.001 per share, and upon and after the completion of this offering are to our Class A and Class B ordinary shares, par value US$0.001 per share;
- "GMV" for a given period is to the total value of all orders of products and services, excluding the value of whole car sales, placed on our online platform and in our offline experience centers for such period, regardless of whether the products are delivered or returned or whether the services are cancelled;
- "one-year customer retention rate" for a given year is to the percentage rate calculated from dividing the number of active customers of the preceding year who make purchases on our online platform or in our offline experience centers in the given year by the number of active customers of the preceding year;

- "registered members" as of a specified date are to any consumer who has registered and created an account on our platform;
- "repeat customers" for a given year are to any customer who had purchased products or services from us at least twice in such year;
- "RMB" and "Renminbi" are to the legal currency of China; and
- "Secoo," "we," "us," "our company" and "our" are to Secoo Holding Limited, its subsidiaries and its consolidated variable interest entities;
- "SKUs" for a given period are to stock keeping units offered on our online platform and in our offline experience centers. The number of SKUs does not represent the number of distinct products offered on our online platform and in our offline experience centers;
- "Total orders" for a given period are to the total number of orders of products and services, excluding the number of whole car sales, placed on our online platform and in our offline experience centers for such period, regardless of whether the products are delivered or returned or whether the services are cancelled; and
- "US$," "U.S. dollars," "$," and "dollars" are to the legal currency of the United States.

Unless the context indicates otherwise, all information in this prospectus assumes no exercise by the underwriters of the over-allotment option.

THE OFFERING

Offering price	We currently estimate that the initial public offering price will be between US$ and US$ per ADS.
ADSs offered by us	ADSs (or ADSs if the underwriters exercise their over-allotment option in full).
ADSs outstanding immediately after this offering	ADSs (or ADSs if the underwriters exercise their over-allotment option in full)
Concurrent Private Placements	Concurrently with, and subject to, the completion of this offering, Gold Ease Global Limited and YTL E-Solutions Berhad, both of which are non-US entities, have agreed to purchase from us US$20.0 million and US$10.0 million of our Class A ordinary shares, respectively, at a price per share equal to the initial public offering price adjusted to reflect the ADS-to-ordinary share ratio, or "the Concurrent Private Placements". Assuming an initial offering price of US$ per ADS, the midpoint of the estimated offering price range shown on the front cover page of this prospectus, Gold Ease Global Limited, a wholly owned subsidiary of Country Garden Holdings Company Limited, and YTL E-Solutions Berhad, a majority held subsidiary of YTL Corporation Berhad, will purchase and Class A ordinary shares from us, respectively. Our proposed issuance and sale of Class A ordinary shares to these investors are being made through private placement pursuant to an exemption from registration with the U.S. Securities and Exchange Commission under Regulation S of the Securities Act. Under the subscription agreements entered into on July 21, 2017 and August 17, 2017, respectively, the completion of this offering is the only substantive closing condition precedent for the Concurrent Private Placements and if this offering is completed, the Concurrent Private Placements will be completed concurrently. Both of these investors have agreed with the underwriters not to, directly or indirectly, sell, transfer or dispose of any Class A ordinary shares acquired in the Concurrent Private Placements for a period of 180 days after the date of this prospectus, subject to certain exceptions.

Ordinary shares outstanding immediately after this offering	We will adopt a dual class ordinary share structure immediately prior to the completion of this offering. ordinary shares, comprised of Class A ordinary shares (including Class A ordinary shares we will issue in the Concurrent Private Placements, which number of shares has been calculated based on an assumed initial offering price of US$ per ADS, the midpoint of the estimated offering price range shown on the front cover page of this prospectus) and Class B ordinary shares (or ordinary shares if the underwriters exercise their over-allotment option in full, comprised of Class A ordinary shares and Class B ordinary shares) will be issued and outstanding immediately upon the completion of this offering.
The ADSs	Two ADSs represent one Class A ordinary share, par value US$0.001 per share. The depositary will hold the Class A ordinary shares underlying your ADSs. You will have rights as provided in the deposit agreement. We do not expect to pay dividends in the foreseeable future. If, however, we declare dividends on our Class A ordinary shares, the depositary will pay you the cash dividends and other distributions it receives on our Class A ordinary shares after deducting its fees and expenses in accordance with the terms set forth in the deposit agreement. You may turn in your ADSs to the depositary in exchange for Class A ordinary shares. The depositary will charge you fees for any exchange. We may amend or terminate the deposit agreement without your consent. If you continue to hold your ADSs after an amendment to the deposit agreement, you agree to be bound by the deposit agreement as amended. To better understand the terms of the ADSs, you should carefully read the "Description of American Depositary Shares" section of this prospectus. You should also read the deposit agreement, which is filed as an exhibit to the registration statement that includes this prospectus.

Ordinary shares	Our ordinary shares will be divided into Class A ordinary shares and Class B ordinary shares immediately prior to the completion of this offering. Holders of Class A ordinary shares and Class B ordinary shares will have the same rights except for voting and conversion rights. In respect of matters requiring a shareholder vote, each Class A ordinary share will be entitled to one vote, and each Class B ordinary share will be entitled to [twenty] votes. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Each Class B ordinary share shall automatically be converted into one Class A ordinary share without any action being required by the holders of Class B ordinary shares and whether or not the certificates representing such shares are surrendered to our company or our transfer agent, if at any time Mr. Richard Rixue Li and his affiliates collectively hold less than 50% of the issued Class B ordinary shares in the capital of our company, and no Class B ordinary shares shall be issued by our company thereafter. For a description of Class A ordinary shares and Class B ordinary shares, see "Description of Share Capital."
Over-allotment option	We have granted to the underwriters an option, exercisable within 30 days from the date of this prospectus, to purchase up to an aggregate of additional ADSs.
Use of proceeds	We expect that we will receive net proceeds of approximately US$ million from this offering and the Concurrent Private Placements, assuming an initial public offering price of US$ per ADS, which is the midpoint of the estimated range of the initial public offering price, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from this offering and the Concurrent Private Placements to invest in our marketing and branding efforts, including enhancing our brand coverage and promotional activities, setting up additional offline experience centers and growing our active customers, optimize our logistics network, strengthen our IT infrastructure and technology capabilities, and for general corporate purposes, which may include working capital needs and potential acquisitions, investments and alliances, although we are not currently negotiating any such transactions. See "Use of Proceeds" for more information.

Lock-up	We, our directors, executive officers, the investors in the Concurrent Private Placements and substantially all of our existing shareholders will agree with the underwriters not to sell, transfer or dispose of any ADSs, ordinary shares or similar securities for a period of 180 days after the date of this prospectus. [In addition, the depositary of our ADSs has agreed not to accept application of conversion of our ordinary shares into ADSs during the same period.] See "Shares Eligible for Future Sales" and "Underwriting."
Listing	We intend to apply to have the ADSs listed on the NASDAQ Global Market under the symbol "SECO." Our ADSs and shares will not be listed on any other stock exchange or traded on any automated quotation system.
Payments and settlement	The underwriters expect to deliver the ADSs against payment therefor through the facilities of the Depository Trust Company on , 2017.
Depositary	Deutsche Bank Trust Company Americas
Risk factors	See "Risk Factors" and other information included in this prospectus for a discussion of risks that you should carefully consider before investing in our ADSs.

SUMMARY CONSOLIDATED FINANCIAL DATA AND OPERATING DATA

The following summary consolidated statements of comprehensive income/(loss) data (other than ADS data and US$ data) for the years ended December 31, 2015 and 2016 and summary consolidated balance sheets data (other than US$ data) as of December 31, 2015 and 2016 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our consolidated financial statements are prepared and presented in accordance with U.S. GAAP. The following summary consolidated statements of comprehensive income/(loss) data (other than ADS data and US$ data) for the six months ended June 30, 2016 and 2017 and summary consolidated balance sheet data (other than US$ data) as of June 30, 2017 have been derived from our unaudited condensed consolidated financial statements included elsewhere in this prospectus and have been prepared on the same basis as our audited consolidated financial statements and include all adjustments, consisting only of normal and recurring adjustments, that we consider necessary for a fair presentation of our financial position and operating results for the periods presented. Our historical results are not necessarily indicative of results expected for future periods. You should read this Summary Consolidated Financial Data and Operation Data section together with our consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus.

	Year Ended December 31,			Six Months Ended June 30,		
	2015	2016		2016	2017	
	RMB	RMB	US$	RMB	RMB	US$
	(in thousands, except for share, per share and per ADS data)					
Summary Consolidated Statements of Comprehensive Income/(Loss) Data						
Total net revenues	1,743,128	2,593,822	382,609	1,033,117	1,346,678	198,646
Cost of revenues	(1,526,047)	(2,193,676)	(323,584)	(876,448)	(1,120,180)	(165,235)
Gross profit	217,081	400,146	59,025	156,669	226,498	33,411
Total operating expenses	(428,869)	(429,378)	(63,337)	(228,089)	(174,912)	(25,801)
Net (loss)/profit	(222,003)	(44,573)	(6,575)	(74,905)	52,344	7,722
Net loss attributable to ordinary shareholders of Secoo Holding Limited	(435,693)	(640,359)	(94,458)	(330,799)	(110,751)	(16,335)
Net loss per share — Basic and diluted	(81.22)	(89.06)	(13.14)	(52.76)	(14.77)	(2.18)
Net loss per ADS[(1)] — Basic and diluted						
Weighted average number of shares outstanding used in computing net loss per share — Basic and diluted	5,364,536	7,189,933	7,189,933	6,269,733	7,500,000	7,500,000

Note:

(1) Two ADSs represent one Class A ordinary share.

	As of December 31,			As of June 30, 2017	
	2015	2016			
	RMB	RMB	US$	RMB	US$
	(All amounts in thousands)				
Summary Consolidated Balance Sheets Data					
Cash and cash equivalents	284,622	55,555	8,195	34,897	5,147
Restricted cash	155,584	155,792	22,981	155,610	22,954
Accounts receivable	7,518	20,992	3,096	28,809	4,250
Inventories, net	464,488	752,103	110,941	910,861	134,359
Total assets	983,138	1,045,816	154,266	1,201,519	177,232
Accounts payable	289,061	274,629	40,510	310,700	45,831
Total liabilities	665,466	739,435	109,072	850,043	125,387
Total mezzanine equity	1,079,939	1,754,534	258,807	1,871,747	276,097
Total liabilities, mezzanine equity and deficit	983,138	1,045,816	154,266	1,201,519	177,232

Summary Operating Data

The following table presents our summary operating data as of or for the periods indicated:

	Year Ended December 31,		Six Months Ended June 30,	
	2015	2016	2016	2017
GMV[(1)] (in RMB millions)	2,572.6	3,470.2	1,276.5	1,924.6
Total orders[(2)] (in thousands)	623.8	953.7	374.3	515.3
Active customers[(3)] (in millions)	0.27	0.30	0.16	0.20

	As of December 31,		As of June 30,	
	2015	2016	2016	2017
Registered members[(4)] (in millions)	8.6	13.1	10.6	15.1

Notes:

(1) "GMV" for a given period is to the total value of orders of products and services, excluding the value of whole car sales, placed on our online platform and in our offline experience centres for such period, regardless of whether the products are delivered or returned or whether the services are cancelled;

(2) "total orders" for a given period are to the total number of orders of products and services, excluding the number of whole car sales, placed on our online platform and in our offline experience centres for such period, regardless of whether the products are delivered or returned or whether the services are cancelled;

(3) "active customers" for a specified period are to a customer account that made at least one purchase during the specified period; and

(4) "registered members" as of a specified date are to any consumer who has registered and created an account on our platform.

RISK FACTORS

An investment in our ADSs involves significant risks. You should consider carefully all of the information in this prospectus, including the risks and uncertainties described below, before making an investment in our ADSs. Any of the following risks could have a material and adverse effect on our business, financial condition and results of operations. In any such case, the market price of our ADSs could decline, and you may lose all or part of your investment.

§ Risks Related to Our Business

Any harm to our Secoo brand or reputation may materially and adversely affect our business and growth prospects.

We believe that the recognition and reputation of our Secoo brand among our customers, suppliers, brands, third-party merchants and other service providers have contributed significantly to the growth and success of our business. Maintaining and enhancing the recognition and reputation of our brand are critical to our business and competitiveness. Many factors, some of which are beyond our control, are important to maintaining and enhancing our brand. These factors include our ability to:

- § provide a good online shopping experience to customers;
- § maintain the popularity, diversity, quality and authenticity of the products we offer;
- § maintain the efficiency, reliability and quality of our fulfillment services;
- § maintain or improve customer satisfaction with our after-sales services;
- § increase brand awareness through advertising and brand promotion activities; and
- § preserve our reputation and goodwill in the event of any negative publicity on customer services, internet security, product quality, price or authenticity, or other issues affecting us or the online retail industry in China in general.

A public perception that unauthorized, non-authentic, counterfeit or defective goods are sold on our platform or that we or our third-party service providers do not provide satisfactory customer service, regardless of veracity, could damage our reputation, diminish the value of our brand, undermine the trust and credibility we have established and have a negative impact on our ability to attract new customers or retain our current customers. If we are unable to maintain our reputation, enhance our brand recognition or increase positive awareness of our website, mobile applications, offline experience center, products and services, it may be difficult to maintain and grow our customer base, and our business and growth prospects may be materially and adversely affected.

If we are unable to manage our growth or execute our strategies effectively, our business and prospects may be materially and adversely affected.

We have been growing rapidly since we commenced our current business operations in 2011. To accommodate our growth, we anticipate that we will need to implement a variety of new and upgraded operational and financial systems, procedures and controls, including the improvement of our accounting and other internal management systems. We will also need to continue to expand, train, manage and motivate our workforce and manage our relationships with customers, suppliers, brand owners, third-party merchants and other service providers. As we selectively increase our product offerings, we will need to work with different groups of new suppliers and third-party merchants efficiently and establish and maintain mutually beneficial relationships with our existing and new suppliers, brand owners and third-party merchants. All of these endeavors involve risks, and will require substantial management effort and significant additional expenditures. We cannot assure you that we will be able to manage our growth or execute our strategies effectively, and any failure to do so may have a material adverse effect on our business and prospects.

We have incurred and in the future may continue to incur net losses and negative cash flow from operating activities.

We have incurred net losses since we commenced our current business operations in 2011. Our net losses were RMB222.0 million and RMB44.6 million (US$6.6 million) in 2015 and 2016, respectively. For the six months ended June 30, 2017, we recorded a net profit of RMB52.3 million (US$7.7 million), compared to a net loss of RMB74.9 million for the six months ended June 30, 2016. We cannot assure you that we will be able to generate net profits or positive cash flow from operating activities in the future. Our ability to achieve profitability will depend in large part on our ability to increase our gross margin by obtaining more favorable terms from our suppliers as our business further grows in scale, managing our product mix, expanding our online platform and our offline experience centers and services and offering value-added services with higher margins. Accordingly, we intend to continue to invest heavily for the foreseeable future in our fulfillment infrastructure, website, mobile applications, offline experience centers and new technology to support an even larger selection of products and to offer additional value-added services. As a result of the foregoing, we believe that we may continue to incur net losses and negative cash flow for some time in the future.

If we fail to manage and expand our relationships with suppliers, or otherwise fail to procure products at favorable terms, our business and growth prospects may suffer.

We source products from third-party suppliers. Our suppliers include brands, brand authorized distributors and individual and corporate suppliers (including professional shoppers). Maintaining strong relationships with these suppliers is important to the growth of our business. In particular, we depend significantly on our ability to procure products from suppliers on favorable terms. We typically enter into one-year framework agreements with most of our suppliers on an annual basis, and these framework agreements do not ensure availability of products, continuation of particular pricing practices or payment terms beyond the end of the contractual term. We cannot assure you that our current suppliers will continue to sell products to us on commercially acceptable terms, or at all, after the expiration of their current contracts with us. Even if we maintain good relationships with our suppliers, their ability to supply products to us in sufficient quantities and at competitive prices may be adversely affected by economic conditions, labor actions, regulatory or legal decisions, natural disasters or other causes. Furthermore, as some of our suppliers source from brands with vertically integrated exclusive distribution channels, if these brands synchronize their global pricing strategies, our suppliers might not be able to source products with competitive prices. In the event that we are not able to source products at favorable prices, our net revenues and gross profit as a percentage of net revenues may be materially and adversely affected. In addition, brand suppliers may restrict us from sourcing their brand products from other sources to protect their brand, which may adversely and materially affect our global supply chain system, and hence reduce our operation efficiency.

In the event that any of our suppliers fail to obtain authorization from the relevant brands to sell certain products to us, they may be prevented from selling products to us or selling vintage goods at our online platform, which may adversely affect our business and net revenues. In addition, if our suppliers cease to grant us favorable payment terms, our working capital requirements may increase and our operations may be materially and adversely affected. We will also need to establish new supplier relationships to ensure that we have access to a steady supply of products on favorable commercial terms. If we are unable to develop and maintain good relationships with suppliers that would allow us to obtain a sufficient amount and variety of authentic and quality products on acceptable commercial terms, we may be unable to meet customer demands for these products or to offer these products at attractive prices. Any negative developments in our relationships with our existing suppliers or failure to attract new suppliers and third party merchants could materially and adversely affect our business and growth prospects.

If we are unable to provide good customer experience, our business and reputation may be materially and adversely affected.

The success of our business hinges on our ability to provide good customer experience, which in turn depends on a variety of factors. These factors include our ability to continue to offer authentic products at competitive prices, source products to respond to evolving customer tastes and demands, maintain the quality of our products and services, and provide timely and reliable delivery, flexible payment options and good after-sales service.

We rely on contracted third-party delivery service providers to deliver our products and under some circumstances, collect payment. Interruptions to or failures in the delivery services could prevent the timely or successful delivery of our products. These interruptions or failures may be due to unforeseen events that are beyond our control or the control of our third-party delivery service providers, such as inclement weather, natural disasters, transportation disruptions or labor unrest. If our products are not delivered on time or are delivered in a damaged state, customers may refuse to accept delivery and have less confidence in our services. Furthermore, the delivery personnel of contracted third-party delivery service providers directly interact with our customers on our behalf. Any failure for these personnel to provide high-quality delivery and payment collection services to our customers may negatively impact the shopping experience of our customers, damage our reputation and cause us to lose customers.

If our customer service representatives, sales representatives or maintenance engineers and technicians fail to provide satisfactory service, our brand and customer loyalty may be adversely affected. In addition, any negative publicity or poor feedback regarding our customer service may harm our brand and reputation and in turn cause us to lose customers and market share.

If we are unable to offer products that attract new customers and new purchases from existing customers, our business, financial condition and results of operations may be materially and adversely affected.

Our future growth depends on our ability to continue to attract new customers as well as new purchases from existing customers. Constantly changing consumer preferences and product trends have affected and will continue to affect the online and offline upscale product retail industry in China. We must stay abreast of emerging consumer preferences and anticipate product trends that will appeal to existing and potential customers. Our platform makes product recommendations to customers based on their purchases or browsing history, and we also send e-mails to our customers with product recommendations tailored to their purchase profile. Our ability to make individually tailored recommendations is dependent on our business intelligence system, which tracks, collects and analyzes our users' browsing and purchasing behaviors, to provide accurate and reliable information. In addition, our customers choose to purchase authentic and quality products on our platform due in part to the attractive prices that we offer, and they may choose to shop elsewhere if we cannot match the prices offered by other websites or physical stores. If our customers cannot find their desired products on our website or offline experience centers at attractive prices, our customers may lose interest in us and visit our platform less frequently or even stop visiting our platform, which in turn may materially and adversely affect our business, financial condition and results of operations.

We plan to further expand our fulfillment infrastructure. If we are not able to manage such expansion successfully, or if we experience any interruption in the operation of our fulfillment infrastructure, our growth potential, business and results of operations may be materially and adversely affected.

We believe our fulfillment network, currently consisting of strategically located logistics centers in Beijing, Shenzhen and Hong Kong and supported by our offline experience centers in Shanghai and Chengdu which perform certain warehousing functions, is essential to our success. If any of the landlords terminates existing lease agreements with us, or materially alters any existing arrangements with us, we may be forced to leave the premises and may not be adequately compensated for our investment, or at all. We plan to

establish more logistics centers to increase our warehouse capacity, accommodate more customer orders and provide better coverage of our target markets. As we continue to add logistics centers, our fulfillment network becomes increasingly complex and challenging to operate. We cannot assure you that we will be able to lease new facilities suitable to our needs on commercially acceptable terms or at all. We may not be able to recruit a sufficient number of qualified employees with regards to the expansion of our fulfillment network. In addition, the expansion of our fulfillment infrastructure may strain our managerial, financial, operational and other resources. If we fail to manage such expansion successfully, our growth potential, business and results of operations may be materially and adversely affected.

Further, our ability to process and fulfill orders accurately and provide high quality customer service depends on the smooth operation of our logistics centers. Our fulfillment infrastructure may be vulnerable to damage caused by fire, flood, power outage, telecommunications failure, break-ins, earthquake, human error and other events. If any of our logistics centers or offline experience centers were rendered incapable of operations, then we may be unable to fulfill any orders in the relevant regions. In addition, natural disastrous events, such as fire and flood, could damage our fulfillment infrastructure and result in damages to our inventory stored in or delivered through our fulfillment infrastructure, which would cause losses in our operations. We do not carry business interruption insurance, and the occurrence of any of the foregoing risks could have a material adverse effect on our business, prospects, financial condition and results of operations.

We have invested and will continue to invest in upgrading our technology platform and expanding our offline experience centers and logistics centers. We are likely to incur costs associated with these investments before receiving the anticipated return, and the actual return on these investments may be lower, or may develop more slowly, than we expect. We may not be able to recover our capital expenditures or investments, in part or in full, or the recovery of these capital expenditures or investments may take longer than expected. As a result, the carrying value of the related assets may be subject to an impairment charge, which could adversely affect our business, prospects, financial condition and results of operations.

We have a limited operating history with our current business model and business approach, which makes it difficult to predict our future prospects and financial performance.

We have a limited operating history with our current business model. We commenced our current merchandising sales business model in 2011. We opened our first offline experience centers in Beijing and launched our website in April in the same year. We launched our mobile application and began to significantly expand our marketplace services business in 2013 and 2014, respectively. We expanded direct cooperation with top-tier global brands and offered omni-channel commerce solutions to physical boutiques and department stores in 2016. Under our current business model, we have generated limited revenues, and may not produce significant revenues in the near term which may harm our ability to obtain additional financing and may require us to reduce or discontinue our operations. The upscale product market in China is still in its early stage. You must consider our business and prospects in light of the risks and difficulties we will encounter as an early-stage operating company in a new and rapidly evolving industry. We may not be able to successfully address these risks and difficulties, which could significantly harm our business, operating results and financial condition.

We face intense competition. We may lose market share and customers if we fail to compete effectively.

The retail market of upscale products in China is fragmented and highly competitive. We face competition from traditional offline upscale products retailers and their online platforms, domestic and global brand online platforms, major domestic e-commerce platforms and global online upscale products retailers, such as *Net-A-Porter.com*. See "Business — Competition." Our current or future competitors may have longer operating histories, greater brand recognition, better supplier relationships, larger customer bases, more cost-effective fulfillment capabilities or greater financial, technical or marketing resources than we do. Competitors may leverage their brand recognition, experience and resources to compete with us in a variety

of ways, including investing more heavily in research and development and expanding of their product and service offerings through acquisition. Some of our competitors may be able to secure more favorable terms from suppliers, devote greater resources to marketing and promotional campaigns, adopt more aggressive pricing or inventory policies and devote substantially more resources to their websites and system development than us. In addition, new and enhanced technologies may increase the competition in the online retail market. Increased competition may reduce our revenues, market share, customer base and brand recognition. There can be no assurance that we will be able to compete successfully against current or future competitors, and such competitive pressures may have a material and adverse effect on our business, financial condition and results of operations.

We may incur liability or become subject to administrative penalties for counterfeit or unauthorized products sold on our platform, or for products sold on our platform that infringe on third-party intellectual property rights, or for other misconduct.

We sourced our products from third-party suppliers. Although we have adopted measures to verify the authenticity and authorization of products sold on our platform and avoid potential infringement on third-party intellectual property rights in the course of sourcing and selling products, we may not always be successful in these efforts.

In the event that counterfeit, unauthorized or infringing products are sold on our platform, we could face claims for which we may be held liable. We have not in the past received claims alleging our infringement on third parties' rights, and if we receive such claims in the future irrespective of their validity, we could incur significant costs and efforts in either defending against or settling such claims. If there is a successful claim against us, we might be required to pay substantial damages or refrain from further sale of the relevant products. If we negligently participate or assist in infringement activities associated with counterfeit goods, we may be subject to potential liability under PRC law including injunctions to cease infringing activities, rectification, compensation, administrative penalties and even criminal liability. Moreover, such third-party claims or administrative penalties could result in negative publicity and our reputation could be severely damaged. Any of these events could have a material and adverse effect on our business, results of operations or financial condition.

In addition, we believe that, our suppliers include individuals who engaged in "parallel importing", the importing of legally obtained branded or patented products from one country or region into another country or region for sale without the consent of the intellectual property owner. Although our suppliers are responsible for the products they source, we have offered and are still offering products on our platform which we believe to be parallel imported. We may be subject to claims alleging that some products sold on our online platform or at our offline experience centers have not been authorized by the relevant brand owners, or may otherwise infringe upon third-party trademark rights.

Our form supply agreement requires suppliers to indemnify us for any losses we suffer or any costs that we incur arising from the quality, validity and legality of any products they supply to us. However, not all of our suppliers have entered into agreements with these terms, and for those suppliers entering into agreements with these terms, we may not be able to successfully enforce our contractual rights and may need to initiate costly and lengthy legal proceedings in China to protect our rights. See "— Risks Related to Doing Business in China — We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related business and companies."

Any lack of requisite approvals, licenses or permits applicable to our business may have a material and adverse impact on our business, financial condition and results of operations.

Our business is subject to governmental supervision and regulation by the relevant PRC governmental authorities, including the Ministry of Commerce, and the Ministry of Industry and Information Technology, or MIIT. Together, these government authorities promulgate and enforce regulations that cover many aspects of

the operation of online retailing and distribution of upscale products, including entry into these industries, the scope of permissible business activities, licenses and permits for various business activities, and foreign investment. We are required to hold a number of licenses and permits in connection with our online platform operation, including the ICP license for *Secoo.com* and ICP license for auction business, auction business permit, as well as approvals for the establishment of foreign-invested enterprises engaging in the sale of goods over the internet. See "Regulation — Regulations Relating to Foreign Investment" and "Regulation — Licenses and Permits."

As of the date of this prospectus, we have not received any notice of warning or been subject to penalties or other disciplinary action from the relevant governmental authorities regarding improper use or lack of approvals, licenses and permits. However, we cannot assure you that we will not be subject to any penalties in the future. As online retailing is still evolving in China, new laws and regulations may be adopted from time to time to require additional approvals, licenses and permits other than those we currently have, and address new issues that arise from time to time. In addition, substantial uncertainties exist regarding the interpretation and implementation of current and any future PRC laws and regulations applicable to our businesses. For example, we offer mobile applications to mobile device users. It is uncertain if our variable interest entities will be required to obtain a separate operating license in addition to the valued-added telecommunications business operating licenses for internet content provision service. Although we believe that we are not required to obtain such separate license, which is in line with the current market practice, there can be no assurance that we will not be required to apply for an operating license for our mobile applications in the future. If the PRC government considers that we were operating without the proper approvals, licenses or permits or promulgates new laws and regulations that require additional approvals or licenses or imposes additional restrictions on the operation of any part of our business, it has the power, among other things, to levy fines, confiscate our income, revoke our business licenses, and require us to discontinue our relevant business or impose restrictions on the affected portion of our business. Any of these actions by the PRC government may have a material and adverse effect on our results of operations.

We may be challenged by relevant government authorities for products sold on our platform sourced from suppliers who fail to comply with PRC customs laws and regulations.

A large portion of products supplied by our suppliers are imported from countries or regions outside of China. Pursuant to relevant PRC customs laws and regulations, failure to complete proper import procedures or evading custom duties may lead to administrative or criminal sanctions imposed by competent PRC governmental or judicial authorities. Moreover, competent PRC governmental or judicial authorities may also impose sanctions on anybody who has (i) directly purchased illegally imported goods with the knowledge that such goods were illegally imported into China, or (ii) intentionally financed or otherwise assisted in such activities. Thus, our standard purchase agreement requires our suppliers to warrant to us as to the legality of the importing procedure of such products in either the purchase agreement with us or other written documents. According to our suppliers, for certain commercial and confidential reasons, they did not provide us with complete customs declaration documents or documents evidencing due payment of import duties. In addition, we cannot assure you that all of our suppliers are aware of customs laws and regulations that they should follow. Therefore, although our suppliers warrant that such products are imported legally through the proper import procedures and with the payment of the requisite custom duties, we cannot fully verify such statements ourselves.

Despite our efforts to distinguish and reject products with questionable sources, we have not been able to have full knowledge the customs clearance procedures that have been conducted for such products and we cannot rule out the possibility that we may be subject to investigations or sanctions. We adopted a new standard purchase agreement in the first quarter of 2015 which requires suppliers to indemnify us for any losses we suffer or any costs that we incur due to the illegal sourcing of their products. However, we may not be able to successfully enforce our contractual rights and may resort to costly and lengthy legal proceedings in China to protect our rights, which may cause us to incur significant costs and efforts and

may divert our management's attention from day-to-day operations. See "— Risks Related to Doing Business in China — Uncertainties with respect to the PRC legal system could adversely affect us."

Although, we have not in the past been the subject of any regulatory investigations or any civil, administrative or criminal sanctions under PRC customs laws and regulations, and, as of the date of this prospectus, we are not aware of any such claims or actions by government authorities against us, and have no reason to believe that any such claims or actions will be brought forth in the foreseeable future, due to uncertainties in the interpretation and enforcement of PRC customs laws and regulations, we may be determined by competent governmental or judicial authorities to be in violation of PRC customs laws and regulations as a result of purchasing goods from law-breaking suppliers.

Starting from the first quarter of 2015, we further streamlined our supplier management including actively request that our suppliers produce complete customs declaration documents and documents evidencing due payment of import duties for products sold to us. However, we cannot guarantee you that we will be able to effectively manage our suppliers. Any adverse developments in our relationship with suppliers could materially and adversely affect our business reputation and growth prospects.

Our expansion into new product categories and new services may expose us to new challenges and more risks.

Since we commenced our current business operations in 2011, we have focused on selling upscale products such as watches, handbags and jewelry. We have expanded our product offerings in recent years to include selected categories of upscale lifestyle products and services, such as reservation services for luxury hotels or travel packages, and Secoo Check. Expansion into diverse new product categories and new services involves new business and legal risks and challenges. Our lack of familiarity with these products and services and lack of relevant customer data relating to these products and services may make it more difficult for us to anticipate customer demand and preferences. We might also incur additional costs to ensure compliance of laws and regulations. In addition, regulatory requirements relations to these products and services may be still evolving.

We may misjudge customer demand, resulting in excessive inventory and possible inventory write-down. It may also make it more difficult for us to inspect and control quality and ensure proper handling, storage and delivery of products. In addition, we may experience higher product returns on new categories of products we offer, receive more customer complaints about them and face costly product liability claims, which would harm our brand and reputation as well as our financial performance. Furthermore, we may not be able to negotiate favorable terms with suppliers. We may need to price aggressively to gain market share or remain competitive in new categories. It may be more difficult for us to achieve profitability in the new product categories and our profit margin, if any, may be lower than we anticipate, which would adversely affect our overall profitability and results of operations. We cannot assure you that we will be able to recoup our investments in introducing these new product categories.

Changes in our customers, product mix and pricing strategy could cause our gross profit margin percentage to decline in the future.

From time to time, we have experienced overall changes in the product mix demand of our customers. When our product mix changes, there can be no assurance that we will be able to maintain our historical gross profit margins. Changes in our customers, product mix, volume of orders or the prices charged could cause our gross profit margin percentage to decline. Our gross profit margin percentage may also come under pressure in the future if we increase the percentage of younger generations in our customer base, as sales to these customers are generally at lower margins. We have offered, and might continue to offer, greater product discounts to promote our mobile platform or flash sales and auction sales format which could result in the decrease of our gross profit margin percentage.

If we fail to forecast customer demand or manage our inventory effectively, our results of operations, financial condition and liquidity may be materially and adversely affected.

Our business requires us to manage a large volume of inventory effectively. We depend on our forecasts of demand for and popularity of various products to make purchase decisions and to manage our inventory. Demand for upscale products, however, may change significantly between the time a product is ordered by us and the date of sale on our platform. Demand may be affected by seasonality, new product launches, rapid changes in product cycles and pricing, product defects, changes in consumer spending patterns, changes in consumer tastes and other factors, and our customers may not order products in the quantities that we expect. It may be difficult to accurately forecast customer demand, and determine the appropriate products to procure.

If we fail to manage our inventory effectively, we may be subject to a heightened risk of inventory obsolescence, a decline in inventory values, and significant inventory write-downs or write-offs. In addition, we may be required to lower sale prices in order to reduce inventory level, which may lead to lower gross margins. High inventory levels may also require us to commit substantial working capital, preventing us from using that funding for other business purposes. Any of the above may materially and adversely affect our results of operations and financial condition.

On the other hand, if we underestimate demand for our products, or if our suppliers fail to supply quality products in a timely manner, we may experience inventory shortages, which might result in lost sales, diminished brand loyalty and lost revenues, any of which could harm our business and reputation.

If we are unable to conduct marketing and sales activities cost-effectively, or if our customer acquisition costs or costs associated with serving our customers increase, our results of operations and financial condition may be materially and adversely affected.

We have incurred significant expenses on a variety of advertising and brand promotion initiatives designed to enhance our brand recognition, acquire new customers and increase sales of our products. We incurred RMB243.6 million and RMB218.8 million (US$32.3 million) of marketing expenses in 2015 and 2016, respectively. For the six months ended June 30, 2017, we incurred RM83.5 million (US$12.3 million) of marketing expenses, compared to RMB119.4 million for the six months ended June 30, 2016. We expect to continue to spend significant amounts to acquire additional customers and retain existing customers, primarily through advertising and brand promotion initiatives. Our decisions regarding investments in customer acquisition are based upon our analysis of the revenue we have historically generated per customer over the expected lifetime value of the customer. Our analysis of the revenue that we expect a customer to generate over his or her lifetime depends upon several estimates and assumptions, including the demographic groups of the customers, whether a customer will make a second order, whether a customer will make multiple orders in a month, average sales per order and the predictability of a customer's purchase pattern. Our experience in markets or customer demographic groups in which we presently have low penetration rates may differ from our more established markets.

Our brand promotion and marketing activities may not be as effective as we anticipate. If our estimates and assumptions regarding the revenue we can generate from customers prove incorrect, or if the revenue generated from new customers differs significantly from that of existing customers, we may be unable to recover our customer acquisition costs or generate profits from our investment in acquiring new customers. Moreover, if our customer acquisition costs or other operating costs increase, the return on our investment may be lower than we anticipate irrespective of the revenue generated from new customers. If we cannot generate profits from this investment, we may need to alter our growth strategy, and our growth rate and results of operations may be harmed. In addition, marketing approaches and tools in the upscale product retail market in China are evolving, which require us to keep pace with industry developments and changing preferences. Failure to refine our existing marketing approaches or to introduce new marketing approaches

in a cost-effective manner could reduce our market share, cause our net revenues to decline and negatively impact our profitability, if any.

We use third-party delivery companies to deliver our products to customers. If these couriers fail to provide reliable delivery services, our business and reputation may be materially and adversely affected.

We engage a number of third-party delivery companies to deliver our products to our customers. Interruptions to or failures in these third parties' delivery services could prevent the timely or proper delivery of our products to customers. These interruptions may be due to events that are beyond our control or the control of these delivery companies, such as inclement weather, natural disasters, transportation disruptions or labor unrest. In addition, if our third-party couriers fail to comply with applicable rules and regulations in China, our delivery services may be materially and adversely affected. We may not be able to find replacement delivery companies to provide delivery services in a timely and reliable manner, or at all. Delivery of our products could also be affected or interrupted by the merger, acquisition, insolvency or government shut-down of the delivery companies we engage, especially those local companies with relatively small business scales. If our products are not delivered in proper condition or on a timely basis, our business and reputation could suffer.

Uncertainties relating to the growth and profitability of the upscale product retail industry in China in general, and the online upscale product retail industry in particular, could adversely affect our revenues and business prospects.

We generate a significant portion of our revenues from online retail, especially mobile applications. While online retail has existed in China since the 1990s, only recently have certain large online retail companies become profitable. The long-term viability and prospects of various online retail business models in China remain relatively untested. Our future results of operations will depend on numerous factors affecting the development of the online retail industry in China, which may be beyond our control. These factors include:

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

A decline in the popularity of online shopping in general, or any failure by us to adapt our platform and improve the online shopping experience of our customers in response to trends and consumer requirements, may adversely affect our net revenues and business prospects.

Furthermore, the upscale product retail industry in China is very sensitive to macroeconomic changes, particularly changes in disposable income, and retail purchases tend to decline during recessionary periods. Substantially all of our net revenues are derived from retail sales in China. Many factors outside of our control, including inflation and deflation, volatility of stock and property markets, interest rates, tax rates and other government policies and unemployment rates can adversely affect disposable income level, consumer confidence and spending, which could in turn materially and adversely affect our growth and profitability, if any. Unfavorable developments in domestic and international politics, including military conflicts, political turmoil and social instability, may also adversely affect disposable income level, consumer confidence and reduce spending, which could in turn materially and adversely affect our growth and profitability, if any.

Inability to obtain additional financing on commercially reasonable terms in the future may materially and adversely affect our business, results of operations and financial condition.

The online retail industry in China is very competitive. Maintaining our competitiveness and implementing our growth strategies both require us to obtain sufficient funds to maintain and expand our online and offline upscale product retail platform. We believe that our current cash and cash equivalents, together with our anticipated cash from operations, will be sufficient to meet our anticipated working capital requirements and capital expenditures for the 12 months following this offering. We may, however, require additional cash resources due to changed business conditions or other future developments, including any changes in our account payable policy, marketing initiatives or investments we may decide to pursue. Such additional financing may not be available on commercially reasonable terms, or at all. If these resources are insufficient to satisfy our cash requirements, we may seek to obtain a credit facility or sell additional equity or debt securities. To the extent that we raise additional financing by issuing equity securities or convertible debt securities, our shareholders may experience substantial dilution, and to the extent we engage in debt financing, we may become subject to restrictive covenants that could limit our flexibility in conducting future business activities. Financial institutions may request credit enhancement such as third-party guarantee and pledge of equity interest in order to extend loans to us.

Our ability to obtain additional financing on acceptable terms is subject to a variety of uncertainties, including:

- PRC governmental policies relating to bank loans and other credit facilities;
- economic, political and other conditions in China;
- investors' perception of, and demand for, securities of online retail companies;
- conditions of the United States and other capital markets in which we may seek to raise funds; and
- our future results of operations, financial condition and cash flows.

If additional financing is not available on acceptable terms or at all, we may not be able to fund our expansion, enhance our products and services, respond to competitive pressures or take advantage of investment or acquisition opportunities, all of which may adversely affect our results of operations and business prospects.

If we fail to implement and maintain an effective system of internal controls or fail to remediate the material weakness in our internal control over financial reporting that has been identified, we may be unable to accurately report our results of operations or prevent fraud, and investor confidence and the market price of our ADSs may be materially and adversely affected.

Prior to this offering, we have been a private company with limited accounting personnel and other resources with which to address our internal controls and procedures. In connection with the audits of our consolidated financial statements as of and for the years ended December 31, 2015 and 2016, we and our independent registered public accounting firm identified a "material weakness" in our internal control over financial reporting, as defined in the standards established by the Public Company Accounting Oversight Board of the United States. The material weakness identified related to the lack of sufficient financial reporting and accounting personnel with appropriate knowledge to implement key controls over period end financial reporting and to properly prepare and review financial statements and related disclosures in accordance with U.S. GAAP and SEC reporting requirements. Our failure to correct the material weakness and control deficiencies or to discover and address any other material weakness or control deficiencies could result in inaccuracies in our financial statements and could also impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. As a result, our business, financial condition, results of operations and prospects, as well as the trading price of our ADSs, may be materially and adversely affected. Moreover, ineffective internal control over financial reporting significantly hinders our ability to prevent fraud.

Furthermore, it is possible that, had our independent accountant conducted an audit of our internal control over financial reporting, such accountant might have identified additional material weaknesses and deficiencies. Upon completion of this offering, we will become subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act, or Section 404, will require that we include a report from management on the effectiveness of our internal control over financial reporting in our annual report on Form 20-F beginning with our annual report for the fiscal year ending December 31, 2018. In addition, once we cease to be an "emerging growth company" as such term is defined in the JOBS Act, our independent accountant must attest to and report on the effectiveness of our internal control over financial reporting. Our management may conclude that our internal control over financial reporting is not effective. Moreover, even if our management concludes that our internal control over financial reporting is effective, after we cease to be an emerging growth company our independent accountant, after conducting its own independent testing, may issue a report that is qualified if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated or reviewed, or if it interprets the relevant requirements differently from us. In addition, after we become a public company, our reporting obligations may place a significant strain on our management, operational and financial resources and systems for the foreseeable future. We may be unable to timely complete our evaluation testing and any required remediation.

During the course of documenting and testing our internal control procedures, in order to satisfy the requirements of Section 404, we may identify other weaknesses and deficiencies in our internal control over financial reporting. In addition, if we fail to maintain the adequacy of our internal control over financial reporting, as these standards are modified, supplemented or amended from time to time, we may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404. If we fail to achieve and maintain an effective internal control environment, we could suffer material misstatements in our financial statements and fail to meet our reporting obligations, which would likely cause investors to lose confidence in our reported financial information. This could in turn limit our access to capital markets, harm our results of operations, and lead to a decline in the trading price of our ADSs. Additionally, ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets and subject us to potential delisting from the stock exchange on which we list, regulatory investigations and civil or criminal sanctions. We may also be required to restate our financial statements from prior periods.

If our senior management is unable to work together effectively or efficiently or if we lose their services, our business may be severely disrupted.

Our success heavily depends upon the continued services of our management. In particular, we rely on the expertise and experience of Mr. Richard Rixue Li, our founder, director and chief executive officer, and other executive officers. If they cannot work together effectively or efficiently, our business may be severely disrupted. If one or more of our senior management were unable or unwilling to continue in their present positions, we might not be able to replace them easily or at all, and our business, financial condition and results of operations may be materially and adversely affected. If any of our senior management joins a competitor or forms a competing business, we may lose customers, suppliers, know-how and key professionals and staff members. Each of our senior management has entered into employment agreements and confidentiality and non-competition agreements with us. However, if any dispute arises between our senior management and us, we may have to incur substantial costs and expenses in order to enforce such agreements in China or we may be unable to enforce them at all.

If we are unable to recruit, train and retain qualified personnel or sufficient workforce while controlling our labor costs, our business may be materially and adversely affected.

We intend to hire additional qualified employees to support our business operations and planned expansion. Our future success depends, to a significant extent, on our ability to recruit, train and retain qualified personnel, particularly experienced engineers and technicians with expertise in upscale product authentication. Our experienced mid-level managers are instrumental in implementing our business strategies, executing our business plans and supporting our business operations and growth. The effective

operation of our managerial and operating systems, fulfillment infrastructure, customer service center and other back office functions also depends on the hard work and quality performance of our management and employees. Since our industry is characterized by high demand and intense competition for talent and labor, we can provide no assurance that we will be able to attract or retain qualified staff or other highly skilled employees that we will need to achieve our strategic objectives. Our fulfillment infrastructure is labor intensive and requires a substantial number of blue-collar workers, and these positions tend to have higher than average turnover. Labor costs in China have increased with China's economic development, particularly in the large cities where we operate our logistics centers. Rising inflation in China, which has had a disproportionate impact on everyday essentials such as food, is also putting pressure on wages. In addition, as we are still a company at an early stage of development, our ability to train and integrate new employees into our operations may also be limited and may not meet the demand for our business growth on a timely fashion, or at all. If we are unable to attract, train and retain qualified personnel, our business may be materially and adversely affected.

We may be the subject of anti-competitive, harassing, or other detrimental conduct by third parties including complaints to regulatory agencies, negative blog postings, short seller reports and the public dissemination of malicious characterization of our business.

We have been subject to negative postings and other media exposure in the past. We may become the target of anti-competitive, harassing, or other detrimental conduct by third parties. Such conduct includes complaints, anonymous or otherwise, to regulatory agencies and short seller reports. We may be subject to government or regulatory investigation as a result of such third-party conduct and may be required to expend significant time and incur substantial costs to address such third-party conduct, and there is no assurance that we will be able to conclusively refute each of the allegations within a reasonable period of time, or at all. Additionally, allegations, directly or indirectly against us, may be posted in internet chat-rooms or on blogs or any websites by anyone, whether or not related to us, on an anonymous basis. Consumers value readily available information concerning retailers and the goods and services offered by them and often act on such information without further investigation or authentication and without regard to its accuracy. Information on social media platforms and devices is easily accessible, and any negative publicity on us or our founders and management can be quickly and widely disseminated. Social media platforms and devices immediately publish the content their subscribers and participants post, often without filtering or verification of the content posted. Information posted may be inaccurate and may harm our reputation, performance, prospects or business. The harm may be immediate without affording us an opportunity for redress or correction. Our reputation may be negatively affected as a result of the public dissemination of anonymous allegations or malicious statements about our business, which in turn may cause us to lose market share, customers and net revenues and adversely affect the price of our ADSs.

We may be subject to product liability claims if people or properties are harmed by the products or services we sell.

We sell products manufactured by third parties, some of which may be defectively designed or manufactured. As a result, sales of such products could expose us to product liability claims relating to personal injury or property damage and may require product recalls or other actions. Third parties subject to such injury or damage may bring claims or legal proceedings against us as the retailer of the product. Although we would have legal recourse against the manufacturer of such products under PRC law, enforcing our rights against the manufacturer may be expensive, time-consuming and ultimately futile. In addition, we do not currently maintain any third-party liability insurance or product liability insurance in relation to products we sell. As a result, any material product liability claim or litigation could have a material and adverse effect on our business, financial condition and results of operations. Even unsuccessful claims could result in the expenditure of funds and managerial efforts in defending them and could have a negative impact on our reputation.

The proper functioning of our technology platform is essential to our business. Any failure to maintain the satisfactory performance of our website and systems could materially and adversely affect our business and reputation.

The satisfactory performance, reliability and availability of our technology platform are critical to our success and our ability to attract and retain customers and provide quality customer service. The majority of our sales are made online through our website and mobile applications. Any system interruptions caused by telecommunications failures, computer viruses, hacking or other attempts to harm our systems that result in the unavailability or slowdown of our website or reduced order fulfillment performance could reduce the volume of products sold and the attractiveness of product offerings on our platform. Our servers may also be vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, which could lead to system interruptions, website slowdown or unavailability, delays or errors in transaction processing, loss of data or the inability to accept and fulfill customer orders. Security breaches, computer viruses and hacking attacks have become more prevalent in our industry. Because of our brand recognition in the online retail industry in China, we believe we are a particularly attractive target for such attacks. We may experience such attacks and unexpected interruptions in the future. We can provide no assurance that our current security mechanisms will be sufficient to protect our IT systems from any third-party intrusions, viruses or hacker attacks, information or data theft or other similar activities. Any such future occurrences could reduce customer satisfaction, damage our reputation and result in a material decrease in our revenue.

Additionally, we must continue to upgrade and improve our technology platform to support our business growth, especially our big data technology, to effectively utilize the large amount of user behavioral data generated through our website and mobile applications. Failure to do so could impede our growth. However, we cannot assure you that we will be successful in executing these system upgrades and improvement strategies. In particular, our systems may experience interruptions during upgrades, and the new technologies or infrastructures may not be fully integrated with the existing systems on a timely basis, or at all. In addition, we experience surges in online traffic and orders associated with promotional activities and holiday seasons, such as Double 11 Singles Day Shopping Festival and December 17, which can put additional demands on our technology platform at specific times. If our existing or future technology platform does not function properly, we may experience system disruptions and slow response times, affecting data transmission, which in turn could materially and adversely affect our business, financial condition and results of operations.

Any deficiencies in China's internet infrastructure could impair our ability to sell products over our website and mobile applications, which could cause us to lose customers and harm our operating results.

The majority of our sales are made online through our website and mobile applications. Our business depends on the performance and reliability of the internet infrastructure in China. The availability of our website depends on telecommunications carriers and other third-party providers for communications and storage capacity, including bandwidth and server storage, among other things. If we are unable to enter into or renew agreements with these providers on commercially acceptable terms, or if any of our existing agreements with such providers are terminated as a result of our breach or otherwise, our ability to provide our services to our customers could be adversely affected. Almost all access to the internet in China is maintained through state-owned telecommunication carriers under administrative control, and we obtain access to end-user networks operated by such telecommunications carriers and internet service providers to give customers access to our website. We have experienced service interruptions in the past, which were typically caused by service interruptions at the underlying external telecommunications service providers, such as the internet data centers and broadband carriers from which we lease services. Service interruptions prevent consumers from accessing our website and mobile applications and placing orders, and frequent interruptions could frustrate customers and discourage them from attempting to place orders, which could cause us to lose customers and harm our operating results.

If we fail to adopt new technologies or adapt our website, mobile applications and systems to changing customer requirements or emerging industry standards, our business may be materially and adversely affected.

To remain competitive, we must continue to enhance and improve the responsiveness, functionality and features of our website and mobile applications. The internet and the online retail industry are characterized by rapid technological evolution, changes in customer requirements and preferences, frequent introductions of new products and services embodying new technologies and the emergence of new industry standards and practices, any of which could render our existing technologies and systems obsolete. Our success will depend, in part, on our ability to identify, develop, acquire or license leading technologies useful in our business, and respond to technological advances and emerging industry standards and practices, such as mobile internet, in a cost-effective and timely way. The development of websites, mobile applications and other proprietary technology entails significant technical and business risks. We cannot assure you that we will be able to use new technologies effectively or adapt our website, mobile applications, proprietary technologies and systems to meet evolving customer requirements or emerging industry standards. If we are unable to adapt in a cost-effective and timely manner in response to changing market conditions or customer requirements, whether for technical, legal, financial or other reasons, our business, prospects, financial condition and results of operations may be materially and adversely affected.

Customer growth and activity on mobile devices depends upon effective use of mobile operating systems, networks and standards that we do not control.

Purchases using mobile devices by consumers generally, and by our customers specifically, have increased significantly in recent years, and we expect this trend to continue. To optimize the mobile shopping experience, we are somewhat dependent on our customers downloading our specific mobile applications for their particular devices as opposed to accessing our sites from an internet browser on their mobile device. As new mobile devices and platforms are released, it is difficult to predict the problems we may encounter in developing applications for these alternative devices and platforms, and we may need to devote significant resources to the development, support and maintenance of such applications. In addition, our future growth and our results of operations could suffer if we experience difficulties in the future in integrating our mobile applications into mobile devices, if problems arise with our relationships with providers of mobile operating systems or mobile application stores, if our applications receive unfavorable treatment compared to competing applications on the stores, or if we face increased costs to distribute or market our mobile applications. We are further dependent on the interoperability of our sites with popular mobile operating systems that we do not control, such as iOS and Android, and any changes in such systems that degrade the functionality of our sites or mobile applications or give preferential treatment to competitive products could adversely affect the usage of our sites on mobile devices or mobile applications. In the event that it is more difficult for our customers to access and use our sites on their mobile devices or mobile applications, or if our customers choose not to access or to use our sites on their mobile devices or to use mobile products that do not offer access to our sites or incompatible with our mobile applications, our customer growth could be harmed and our business, financial condition and operating results may be adversely affected.

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

A significant challenge to the online retail industry is the secure storage of confidential information and its secure transmission over public networks. The majority of the orders and some of the payments for products we offer are made through our website and our mobile applications. In addition, some online payments for our products are settled through third-party online payment services providers. We also share certain non-sensitive personal information about our customers with contracted third-party couriers that are consented by our customers in advance, such as their names, addresses, phone numbers and transaction records.

Maintaining complete security for the storage and transmission of confidential information on our technology platform, such as customer names, personal information and billing addresses, is essential to maintaining

customer confidence. We have adopted security policies and measures, including encryption technology, to protect our proprietary data and customer information. However, advances in technology, hacking, new discoveries in the field of cryptography or other events or developments could result in a compromise or breach of the technology that we use to protect confidential information. We may not be able to prevent third parties, especially hackers or other individuals or entities engaging in similar activities, from illegally obtaining such confidential or private information we hold as a result of customer visits to our website and use of our mobile applications. Such individuals or entities obtaining our customers' confidential or private information may further engage in various other illegal activities using such information. In addition, we have limited control or influence over the security policies or measures adopted by third-party providers of online payment services, through which some of our customers may elect to make payment for purchases. Our contracted third-party delivery companies we use may also violate their confidentiality obligations and disclose or use information about our customers illegally. Any negative publicity on our website's or mobile applications' safety or privacy protection mechanisms and policies, and any claims asserted against us or fines imposed upon us as a result of actual or perceived failures, could have a material and adverse effect on our public image, reputation, financial condition and results of operations. We cannot assure you that events of security breaches will not occur in the future. If we grant third parties greater access to our technology platform in the future as part of providing more technology services to third-party merchants and others, it may become more challenging for us to ensure the security of our systems. Any compromise of our information security or the information security measures of our contracted third-party couriers or third-party online payment service providers could have a material and adverse effect on our reputation, business, prospects, financial condition and results of operations.

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

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

The wide variety of payment methods that we accept subjects us to third-party payment processing-related risks.

We provide our customers with a variety of payment options, including online payments with credit cards and debit cards issued by major banks in China, payment through major third-party online payment platforms, such as Alipay, UnionPay and Wechat Pay, bank transfers, cash on delivery (for products with low purchase prices) and payment using our store credits. In 2016, we launched Secoo Check at our online platform, through which our customers can make payments for our merchandise products in installments. For certain payment methods, including credit and debit cards, we pay interchange and other fees, which

may increase over time and raise our operating costs and lower our profit margins. We may also be subject to fraud and other illegal activities in connection with the various payment methods we offer, including online payment and cash on delivery options.

We also rely on third parties to provide payment processing services. Given that customers place their orders online but may choose the cash-on-delivery option, the delivery personnel of our contracted third-party delivery companies collect payments on our behalf, and we require the contracted third-party couriers to remit the payment collected to us on a weekly basis. If these companies fail to remit the payment collected to us in a timely fashion or at all, if they become unwilling or unable to provide these services to us, or if their service quality deteriorates, our business could be disrupted. We are also subject to various rules, regulations and requirements, regulatory or otherwise, governing electronic funds transfers, which could change or be reinterpreted to make it difficult or impossible for us to comply. If we fail to comply with these rules or requirements, we may be subject to fines and higher transaction fees and become unable to accept credit and debit card payments from our customers, process electronic funds transfers or facilitate other types of online payments, and our business, financial condition and results of operations could be materially and adversely affected.

Our delivery, return and exchange policies may adversely affect our results of operations.

We have adopted shipping policies that do not necessarily pass the full shipping cost on to our customers. We may also be required by laws and regulations to adopt new or amend existing return and exchange policies from time to time. For example, pursuant to the amended Consumer Protection Law, which became effective in March 2014, consumers are generally entitled to return products purchased within seven days upon receipt without giving any reasons when they purchase the products from business operators on the internet. See "Regulation — Regulation, Relating to Product Quality and Consumer Protection." These policies improve customers' shopping experience and promote customer loyalty, which in turn help us acquire and retain customers. However, these policies also subject us to additional costs and expenses which we may not recoup through increased revenue. Our ability to handle a large volume of returns is unproven. If our return and exchange policy is misused by a significant number of customers, our costs may increase significantly and our results of operations may be materially and adversely affected. If we revise these policies to reduce our costs and expenses, our customers may be dissatisfied, which may result in loss of existing customers or failure to acquire new customers in a timely manner, which may materially and adversely affect our results of operations.

Our use of some leased properties could be challenged by third parties or government authorities, which may cause interruptions to our business operations.

As of the date of this prospectus, we leased 38 properties for our offices, offline experience centers, logistics centers, and parking lots. The lessors of some leased properties have not been able to provide proper ownership certificates for the properties that we lease or prove their rights to sublease the properties to us or do not hold legal certificates to legally lease properties to us. If our lessors are not the owners of the properties and they have not obtained consents from the owners or their lessors or permits from the relevant government authorities, our leases could be invalidated. If this occurs, we may have to renegotiate the leases with the owners or the parties who have the right to lease the properties, and the terms of the new leases may be less favorable to us.

As of the date of this prospectus, we are not aware of any claims or actions being contemplated or initiated by government authorities, property owners or any other third parties with respect to our leasehold interests in or use of such properties. However, we cannot assure you that our use of such leased properties will not be challenged. In the event that our use of properties is successfully challenged, we may be subject to fines and forced to relocate the affected operations. In addition, we may become involved in disputes with the property owners or third parties who otherwise have rights to or interests in our leased properties. We can provide no assurance that we will be able to find suitable replacement sites on terms commercially acceptable to us on a timely basis, or at all, or that we will not be subject to material liability resulting from

third parties' challenges on our use of such properties. As a result, our business, financial condition and results of operations may be materially and adversely affected.

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

We adopted a share incentive plan in December 2014, or the 2014 Plan. Under the 2014 Plan, we are authorized to grant options or share purchase rights to purchase up to 1,307,672 ordinary shares as of the date of this prospectus. As of December 31, 2016, options to purchase 733,756 ordinary shares are issued and outstanding under the 2014 Plan. The performance condition for the granted options will be satisfied upon completion of our initial public offering. We will then record a significant cumulative stock-based compensation expense for those options for which the service condition has been satisfied as of such date. On the assumption the performance condition was satisfied on December 31, 2016, we would have recognized share-based compensation expense in the amount of RMB31.2 million (US$4.6 million) for those options on which service condition was satisfied on December 31, 2016. We believe the granting of share-based compensation is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant share-based compensation to employees in the future. As a result, our expenses associated with share-based compensation may increase, which may have an adverse effect on our results of operations.

Our results of operations are subject to seasonal fluctuations.

We experience seasonality in our business, reflecting a combination of traditional retail seasonality patterns and new patterns associated with online retail in particular. For example, we generally experience less user traffic and purchase orders during national holidays in China, particularly during the Chinese New Year holiday season in the first quarter of each year. Furthermore, sales in the traditional retail industry are significantly higher in the fourth quarter of each calendar year than in the preceding three quarters. Many e-commerce companies in China hold special promotional campaigns on festivals or days popular among young people, many of which fall in the fourth quarter. We also hold a special promotional campaign in December each year. These special promotional campaigns typically increase the net revenues in the relevant quarters. Our financial condition and results of operations for future periods may continue to fluctuate. As a result, the trading price of our ADSs may fluctuate from time to time due to seasonality.

Future strategic alliances, investments or acquisitions may have a material and adverse effect on our business, reputation and results of operations.

We may in the future enter into strategic alliances with various third parties to further our business purposes from time to time. Strategic alliances with third parties could subject us to a number of risks, including risks associated with sharing proprietary information, non-performance by the counterparty, and an increase in expenses incurred in establishing new strategic alliances, any of which may materially and adversely affect our business. We may have little ability to control or monitor their actions. To the extent the third parties suffer negative publicity or harm to their reputations from events relating to their business, we may also suffer negative publicity or harm to our reputation by virtue of our association with such third parties.

In addition, if we are presented with appropriate opportunities, we may invest in or acquire additional assets, technologies or businesses that are complementary to our existing business. Future investments or acquisitions and the subsequent integration of new assets and businesses into our own would require significant attention from our management and could result in a diversion of resources from our existing business, which in turn could have an adverse effect on our business operations. The costs of identifying and consummating investments and acquisitions may be significant. We may also incur significant expenses in obtaining necessary approvals from relevant government authorities in China and elsewhere in the world. Acquired assets or businesses may not generate the financial results we expect. In addition, investments and acquisitions could result in the use of substantial amounts of cash, potentially dilutive issuances of equity securities, the occurrence of significant goodwill impairment charges, amortization expenses for other intangible assets and exposure to potential unknown liabilities of the acquired business. The cost and duration of integrating newly acquired businesses could also materially exceed our expectations. Any such negative developments could have a material adverse effect on our business, financial condition and results of operations.

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

We regard our trademarks, copyrights, patents, domain names, know-how, proprietary technologies, and similar intellectual property as critical to our success, and we rely on a combination of intellectual property laws and contractual arrangements, including confidentiality, invention assignment and non-compete agreements with our employees and others, to protect our proprietary rights. Although we are not aware of any copycat websites or platforms that attempt to cause confusion or diversion of traffic from us at the moment, we may become an attractive target to such attacks in the future because of our brand recognition in the online retail industry in China. Despite these measures, any of our intellectual property rights could be challenged, invalidated, circumvented or misappropriated, or such intellectual property may not be sufficient to provide us with competitive advantages. Further, because of the rapid technological changes in our industry, parts of our business rely on technologies developed or licensed by third parties, and we may not be able to obtain or continue to obtain licenses and technologies from these third parties at all or on reasonable terms.

It is often difficult to register, maintain and enforce intellectual property rights in China. Statutory laws and regulations are subject to judicial interpretation and enforcement and may not be applied consistently due to the lack of clear guidance on statutory interpretation. Confidentiality and non-compete agreements may be breached by counterparties, and there may not be adequate remedies available to us for any such breach. Accordingly, we may not be able to effectively protect our intellectual property rights or to enforce our contractual rights in China. Policing any unauthorized use of our intellectual property is difficult and costly and the steps we take may be inadequate to prevent the infringement or misappropriation of our intellectual property. In the event that we resort to litigation to enforce our intellectual property rights, such litigation could result in substantial costs and a diversion of our managerial and financial resources, and could put our intellectual property at risk of being invalidated or narrowed in scope. We can provide no assurance that we will prevail in such litigation, and even if we do prevail, we may not obtain a meaningful recovery. In addition, our trade secrets may be leaked or otherwise become available to, or be independently discovered by, our competitors. Any failure in maintaining, protecting or enforcing our intellectual property rights could have a material adverse effect on our business, financial condition and results of operations.

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

We cannot be certain that our operations or any aspects of our business do not or will not infringe upon or otherwise violate trademarks, patents, copyrights or other intellectual property rights held by third parties. We have been, and from time to time in the future may be, subject to legal proceedings and claims relating to the intellectual property rights of others. In addition, there may be other third-party intellectual property that is infringed by our products, services or other aspects of our business. We cannot assure you that holders of patents or trademarks purportedly relating to some aspect of our technology platform or business, if any such holders exist, would not seek to enforce such patents against us in China, the United States or any other jurisdictions. If we are found to have violated the intellectual property rights of others, we may be subject to liability for our infringement activities or may be prohibited from using such intellectual property, and we may incur licensing fees or be forced to develop alternatives of our own. In addition, we may incur significant expenses, and may be forced to divert management's time and other resources from our business and operations to defend against these third-party infringement claims, regardless of their merits. Successful infringement or licensing claims made against us may result in significant monetary liabilities and may materially disrupt our business and operations by restricting or prohibiting our use of the intellectual property in question. Finally, we use open source software in connection with our products and services. Companies that incorporate open source software into their products and services have, from time to time, faced claims challenging the ownership of open source software and compliance with open source license terms. As a result, we could be subject to suits by parties claiming ownership of what we believe to be open source software or noncompliance with open source licensing terms. Some open source software

licenses require users who distribute open source software as part of their software to publicly disclose all or part of the source code to such software and make available any derivative works of the open source code on unfavorable terms or at no cost. Any requirement to disclose our source code or pay damages for breach of contract could be harmful to our business, results of operations and financial condition.

We have limited insurance coverage which could expose us to significant costs and business disruption.

We maintain various insurance policies to safeguard against risks and unexpected events. We have purchased property insurance covering our high-valued inventory in our logistics centers and our products sold under our cash on delivery payment method in transit.

We also provide social security insurance including pension insurance, unemployment insurance, work-related injury insurance and medical insurance for our employees. However, as the insurance industry in China is still in an early stage of development, insurance companies in China currently offer limited business-related insurance products. We do not maintain business interruption insurance or product liability insurance, nor do we maintain key-man life insurance. We cannot assure you that our insurance coverage is sufficient to prevent us from any loss or that we will be able to successfully claim our losses under our current insurance policy on a timely basis, or at all. If we incur any loss that is not covered by our insurance policies, or the compensated amount is significantly less than our actual loss, our business, financial condition and results of operations could be materially and adversely affected.

One of our existing shareholders has substantial influence over our company and his interests may not be aligned with the interests of our other shareholders and holders of our ADSs.

Currently, Mr. Richard Rixue Li, our founder, director and chief executive officer beneficially owns 32.5% of our outstanding shares. As a result of his significant shareholding, Mr. Li has substantial influence over our business, including decisions regarding mergers, consolidations and the sale of all or substantially all of our assets, election of directors and other significant corporate actions. He may take actions that are not in the best interests of us or our other shareholders. This concentration of ownership may discourage, delay or prevent a change in control of our company, which could deprive our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and might reduce the price of our ADSs. These actions may be taken even if they are opposed by our other shareholders, including those who hold ADSs. For more information regarding our principal shareholders and their affiliated entities, see "Principal Shareholders."

After this offering, Mr. Li will continue to have considerable influence over matters requiring shareholder approval, subject to certain exceptions. Immediately prior to the completion of this offering, we expect to create a dual-class voting structure such that our ordinary shares will consist of Class A ordinary shares and Class B ordinary shares. Based on our proposed dual-class voting structure, holders of Class A ordinary shares will be entitled to one vote per share in respect of matters requiring the votes of shareholders, while holders of Class B ordinary shares will be entitled to [twenty] votes per share, subject to certain exceptions. We will issue Class A ordinary shares represented by our ADSs in this offering. Immediately prior to the completion of this offering and subject to the approval of our existing shareholders, we expect that an aggregate of [6,571,429] ordinary shares held by Siku Holding Limited will be automatically re-designated as Class B ordinary shares on a 1-for-1 basis, and all preferred shares and all other outstanding ordinary shares will be re-designated as Class A ordinary shares on a 1-for-1 basis. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Each Class B ordinary share shall automatically be converted into one Class A ordinary share without any action being required by the holders of Class B ordinary shares and whether or not the certificates representing such shares are surrendered to our company or our transfer agent, if at any time Mr. Li and his affiliates collectively hold less than 50% of the issued Class B ordinary shares in the capital of our company, and no Class B ordinary shares shall be issued by our company thereafter.

Due to the disparate voting powers associated with our two classes of ordinary shares, we anticipate that Mr. Li will beneficially own % of the aggregate voting power of our company through Siku Holding Limited, immediately following the completion of this offering. As a result, Mr. Li will have considerable influence over matters such as electing directors and approving material mergers, acquisitions or other business combination transactions. In addition, under the new memorandum and articles of association that we expect to adopt and to become effective immediately prior to the completion of this offering, our board of directors will not be able to form a quorum without Mr. Li for so long as Mr. Li remains a director. This concentrated control will limit your ability to influence corporate matters and could also discourage others from pursuing any potential merger, takeover or other change of control transactions, which could have the effect of depriving the holders of our Class A ordinary shares and our ADSs of the opportunity to sell their shares at a premium over the prevailing market price.

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

Our business could be adversely affected by natural disasters or the outbreak of avian influenza, severe acute respiratory syndrome, or SARS, the influenza A (H1N1), H7N9 or another epidemic. Any of such occurrences could cause severe disruption to our daily operations, and may even require a temporary closure of our facilities. Such closures may disrupt our business operations and adversely affect our results of operations. Our operation could also be disrupted if our suppliers, customers or business partners were affected by such natural disasters or health epidemics.

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

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

Registered public accounting firms in China, including our independent registered public accounting firm, are not inspected by the U.S. Public Company Accounting Oversight Board, which deprives us and our investors of the benefits of such inspection.

Auditors of companies whose shares are registered with the U.S. Securities and Exchange Commission, or the SEC, and traded publicly in the United States, including our independent registered public accounting firm, must be registered with the U.S. Public Company Accounting Oversight Board, or the PCAOB, and are required by the laws of the United States to undergo regular inspections by the PCAOB to assess their compliance with the laws of the United States and professional standards applicable to auditors. Our independent registered public accounting firm is located in, and organized under the laws of, the PRC, which is a jurisdiction where the PCAOB, notwithstanding the requirements of U.S. law, is currently unable

to conduct inspections without the approval of the Chinese authorities. In May 2013, PCAOB announced that it had entered into a Memorandum of Understanding on Enforcement Cooperation with the China Securities Regulatory Commission, or the CSRC, and the PRC Ministry of Finance, which establishes a cooperative framework between the parties for the production and exchange of audit documents relevant to investigations undertaken by PCAOB, the CSRC or the PRC Ministry of Finance in the United States and the PRC, respectively. The PCAOB continues to be in discussions with the CSRC and the PRC Ministry of Finance to permit joint inspections in the PRC of audit firms that are registered with the PCAOB and audit Chinese companies that trade on U.S. exchanges.

This lack of PCAOB inspections in China prevents the PCAOB from fully evaluating audits and quality control procedures of our independent registered public accounting firm. As a result, we and investors in our ADSs are deprived of the benefits of such PCAOB inspections. The inability of the PCAOB to conduct inspections of auditors in China makes it more difficult to evaluate the effectiveness of our independent registered public accounting firm's audit procedures or quality control procedures as compared to auditors outside of China that are subject to PCAOB inspections, which could cause investors and potential investors in our ADSs to lose confidence in our audit procedures and reported financial information and the quality of our financial statements.

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

In December 2012, the SEC instituted administrative proceedings against the Big Four PRC-based accounting firms, including our independent registered public accounting firm, alleging that these firms had violated U.S. securities laws and the SEC's rules and regulations thereunder by failing to provide to the SEC the firms' audit work papers with respect to certain PRC-based companies that are publicly traded in the United States. On January 22, 2014, the administrative law judge, or the ALJ, presiding over the matter rendered an initial decision that each of the firms had violated the SEC's rules of practice by failing to produce audit workpapers to the SEC. The initial decision censured each of the firms and barred them from practicing before the SEC for a period of six months. The Big Four PRC-based accounting firms appealed the ALJ's initial decision to the SEC. The ALJ's decision does not take effect unless and until it is endorsed by the SEC. On February 6, 2015, the four China-based accounting firms each agreed to a censure and to pay a fine to the SEC to settle the dispute and avoid suspension of their ability to practice before the SEC and audit U.S.-listed companies. The settlement required the firms to follow detailed procedures and to seek to provide the SEC with access to Chinese firms' audit documents via the CSRC in response to future document requests by the SEC made through the CSRC. If the Big Four PRC-based accounting firms, including our independent registered public accounting firm, fail to comply with the documentation production procedures that are in the settlement agreement or if there is a failure of the process between the SEC and the CSRC, the SEC retains authority to impose a variety of additional remedial measures on the firms, such as imposing penalties on the firms and restarting the proceedings against the firms, depending on the nature of the failure. If the accounting firms are subject to additional remedial measures, our ability to file our financial statements in compliance with SEC requirements could be impacted. A determination that we have not timely filed financial statements in compliance with SEC requirements could ultimately lead to the delisting of our ADSs from the NASDAQ Global Market or the termination of the registration of our ADSs under the Exchange Act, or both, which would substantially reduce or effectively terminate the trading of our ADSs in the United States.

§ **Risks Related to Our Corporate Structure**

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

Foreign ownership of certain internet related businesses is subject to restrictions under current PRC laws and regulations. For example, foreign investors are not allowed to own more than 50% of the equity interests in a value-added telecommunication service provider (except platform e-commerce) and any such foreign investors must have experience in providing value-added telecommunication services overseas and maintain a good track record in accordance with the Guidance Catalogue of Industries for Foreign Investment promulgated in 2007, as amended in 2011, 2015 and 2017. The MIIT issued the Circular on Strengthening the Administration of Foreign Investment in and Operation of Value-added Telecommunications Business, or the MIIT Circular, in July 2006. The MIIT Circular reiterated the regulations on foreign investment in telecommunications businesses, which require foreign investors to set up foreign invested enterprises and obtain business operating licenses for internet content provision to conduct any value-added telecommunications business in China. Under the MIIT Circular, a domestic company that holds an ICP license is prohibited from leasing, transferring or selling the license to foreign investors in any form, and from providing any assistance, including providing resources, sites or facilities, to foreign investors that conduct value-added telecommunication business illegally in China.

We are a Cayman Islands company and our PRC subsidiaries are considered foreign-invested enterprises. Accordingly, none of these PRC subsidiaries is eligible to provide value-added telecommunication services in China. As a result, we conduct such business activities through our affiliated PRC entities Beijing Secoo and Beijing Auction, each of which holds an ICP license. Beijing Auction and Beijing Secoo are 90% owned by Mr. Richard Rixue Li, our founder, director and chief executive officer, and 10% owned by Ms. Zhaohui Huang, our founder and director. Mr. Li and Ms. Huang are both PRC citizens. We have entered into a series of contractual arrangements with Beijing Auction and Beijing Secoo and their respective shareholders, which enable us to:

- exercise effective control over Beijing Secoo and Beijing Auction;
- receive substantially all of the economic benefits of Beijing Secoo and Beijing Auction; and
- have an exclusive option to purchase all or part of the equity interests in Beijing Auction and Beijing Secoo when and to the extent permitted by PRC law.

Because of these contractual arrangements, we are the primary beneficiary of Beijing Secoo and Beijing Auction and hence consolidate their financial results as our variable interest entities. For a detailed discussion of these contractual arrangements, see "Corporate History and Structure."

In the opinion of Han Kun Law Offices, our PRC legal counsel, (i) the ownership structures of Kutianxia Information, our PRC subsidiary, and Beijing Auction and Beijing Secoo, our variable interest entities in China, both currently and immediately after giving effect to this offering, are not in violation of existing PRC laws and regulations; and (ii) the contractual arrangements between our PRC subsidiary, our variable interest entities, and their respective shareholders governed by PRC law are valid, binding and enforceable, and will not result in any violation of PRC laws or regulations currently in effect. However, our PRC legal counsel has also advised us that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules; accordingly, the PRC regulatory authorities may take a view that is contrary to the opinion of our PRC legal counsel. It is uncertain whether any new PRC laws or regulations relating to variable interest entity structures will be adopted or if adopted, what they would provide. If we or any of our variable interest entities is found to be in violation of any existing or future PRC laws or regulations, or fails to obtain or maintain any of the required permits or

approvals, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures, including:

- revoking the business licenses of such entities;
- discontinuing or restricting the conduct of any transactions between certain of our PRC subsidiaries and variable interest entities;
- imposing fines, confiscating the income from our variable interest entities, or imposing other requirements with which we or our variable interest entities may not be able to comply;
- requiring us to restructure our ownership structure or operations, including terminating the contractual arrangements with our variable interest entities and deregistering the equity pledges of our variable interest entities, which in turn would affect our ability to consolidate, derive economic interests from, or exert effective control over our variable interest entities; or
- restricting or prohibiting our use of the proceeds of this offering to finance our business and operations in China.

The imposition of any of these penalties would result in a material and adverse effect on our ability to conduct our business. In addition, it is unclear what impact the PRC government actions would have on us and on our ability to consolidate the financial results of Beijing Auction and Beijing Secoo in our consolidated financial statements, if the PRC government authorities were to find our legal structure and contractual arrangements to be in violation of PRC laws and regulations. If the imposition of any of these government actions causes us to lose our right to direct the activities of Beijing Secoo and Beijing Auction or our right to receive substantially all the economic benefits and residual returns from Beijing Secoo and Beijing Auction and we are not able to restructure our ownership structure and operations in a satisfactory manner, we would no longer be able to consolidate the financial results of Beijing Secoo and Beijing Auction in our consolidated financial statements. Either of these results, or any other significant penalties that might be imposed on us in this event, would have a material adverse effect on our financial condition and results of operations.

We rely on contractual arrangements with our variable interest entities and their shareholders for substantially all of our business operations, which may not be as effective as direct ownership in providing operational control.

Due to the restrictions on foreign ownership of internet-based businesses in China, we depend on contractual arrangements with our consolidated variable interest entities, Beijing Auction and Beijing Secoo, in which we have no ownership interest, to conduct certain aspects of our operation. We have relied and expect to continue to rely on contractual arrangements with Beijing Auction and Beijing Secoo and their shareholders to hold our ICP license as an internet information provider and auction business, respectively. For a description of these contractual arrangements, see "Corporate History and Structure." These contractual arrangements may not be as effective as direct ownership in providing us with control over our variable interest entities. For example, our variable interest entities and their respective shareholders could breach their contractual arrangements with us by, among other things, failing to conduct their operations, including maintaining our website and using the domain names and trademarks, in an acceptable manner or taking other actions that are detrimental to our interests.

If we had direct ownership of Beijing Auction and Beijing Secoo, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of Beijing Auction and Beijing Secoo, which in turn could effect changes, subject to any applicable fiduciary obligations, at the management level. However, under the current contractual arrangements, we rely on the performance by our variable interest entities and their respective shareholders of their obligations under the contracts to exercise control over our variable interest entities. However, the shareholders of our variable interest entities may not act in the best interests of our company or may not perform their obligations under these contracts. Such risks exist throughout the period in which we intend to operate our business through the contractual arrangements with our variable interest entities. We may replace the shareholders of our variable interest entities at any time pursuant to

our contractual arrangements with them and their shareholders. However, if any dispute relating to these contracts remains unresolved, we will have to enforce our rights under these contracts through the operations of PRC law and courts and therefore will be subject to uncertainties in the PRC legal system. See "— Any failure by our variable interest entities or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business." Therefore, our contractual arrangements with our variable interest entities may not be as effective in ensuring our control over the relevant portion of our business operations as direct ownership would be.

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

The Ministry of Commerce published a discussion draft of the proposed Foreign Investment Law in January 2015 aiming to, upon its enactment, replace the trio of existing laws regulating foreign investment in China, namely, the *Sino-foreign Equity Joint Venture Enterprise Law*, the *Sino-foreign Cooperative Joint Venture Enterprise Law and the Wholly Foreign-invested Enterprise Law*. The draft Foreign Investment Law embodies an expected PRC regulatory trend to rationalize its foreign investment regulatory regime in line with prevailing international practice and the legislative efforts to unify the corporate legal requirements for both foreign and domestic investments. While the Ministry of Commerce solicited comments on this draft earlier in 2015, substantial uncertainties exist with respect to its enactment timetable, interpretation and implementation. The draft Foreign Investment Law, if enacted as proposed, may materially impact the viability of our current corporate structure, corporate governance and business operations in many aspects.

Among other things, the draft Foreign Investment Law expands the definition of foreign investment and introduces the principle of "actual control" in determining whether a company is considered a foreign-invested enterprise, or an FIE. The draft Foreign Investment Law specifically provides that entities established in China but "controlled" by foreign investors will be treated as FIEs, whereas an entity set up in a foreign jurisdiction would nonetheless be, upon market entry clearance by the Ministry of Commerce, treated as a PRC domestic investor provided that the entity is "controlled" by PRC entities and/or citizens. In this connection, "foreign investors" refers to the following subjects making investments within the PRC: (i) natural persons without PRC nationality; (ii) enterprises incorporated under the laws of countries or regions other than China; (iii) the governments of countries or regions other than the PRC and the departments or agencies thereunder; and (iv) international organizations. Domestic enterprises under the control of the subjects as mentioned in the preceding sentence are deemed foreign investors, and "control" is broadly defined in the draft Foreign Investment Law to cover the following summarized categories: (i) holding, directly or indirectly, not less than 50% of shares, equities, share of voting rights or other similar rights of the subject entity; (ii) holding, directly or indirectly, less than 50% of the voting rights of the subject entity but having the power to secure at least 50% of the seats on the board or other equivalent decision making bodies, or having the voting power to material influence on the board, the shareholders' meeting or other equivalent decision making bodies; or (iii) having the power to exert decisive influence, via contractual or trust arrangements, over the subject entity's operations, financial matters or other key aspects of business operations. Once an entity is determined to be an FIE, it will be subject to the foreign investment restrictions or prohibitions set forth in a catalogue of special administrative measures," which is classified into the "catalogue of prohibitions" and "the catalogue of restrictions", to be separately issued by the State Council later. Foreign investors are not allowed to invest in any sector set forth in the catalogue of prohibitions. However, unless the underlying business of the FIE falls within the catalogue of restrictions, which calls for market entry clearance by the Ministry of Commerce, prior approval from the government authorities as mandated by the existing foreign investment legal regime would no longer be required for establishment of the FIE.

The "variable interest entity" structure, or VIE structure, has been adopted by many PRC-based companies, including us, to obtain necessary licenses and permits in the industries that are currently subject to foreign

investment restrictions in China. See "— If the PRC government deems that the contractual arrangements in relation to Beijing Auction and Beijing Secoo do not comply with PRC regulatory restrictions on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations." and "Our Corporate History and Structure." Under the draft Foreign Investment Law, variable interest entities that are controlled via contractual arrangement would also be deemed as FIEs, if they are ultimately "controlled" by foreign investors. Therefore, for any companies with a VIE structure in an industry category that is on the "catalogue of restrictions," the VIE structure may be deemed a domestic investment only if the ultimate controlling person(s) is/are of PRC nationality (either PRC companies or PRC citizens). Conversely, if the actual controlling person(s) is/are of foreign nationalities, then the variable interest entities will be treated as FIEs and any operation in the industry category on the "catalogue of restrictions" without market entry clearance may be considered as illegal.

Our major shareholder, Mr. Richard Rixue Li, a PRC citizen, possesses and controls 32.5% of the voting power of our company as of the date of this prospectus. However, the draft Foreign Investment Law has not taken a position on what actions are required to be taken with respect to the existing companies with a VIE structure, whether or not these companies are controlled by Chinese parties, while the Ministry of Commerce is soliciting comments from the public on this point. Moreover, it is uncertain whether the online retail industry, in which our variable interest entities operate, will be subject to the foreign investment restrictions or prohibitions set forth in the "catalogue of special administrative measures" to be issued. If the enacted version of the Foreign Investment Law and the final "catalogue of special administrative measures" mandate further actions, such as the Ministry of Commerce market entry clearance, to be completed by companies with an existing VIE structure like us, we face uncertainties as to whether such clearance can be timely obtained, or at all.

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

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

If our variable interest entities or their shareholders fail to perform their respective obligations under the contractual arrangements, we may have to incur substantial costs and expend additional resources to enforce such arrangements. We may also have to rely on legal remedies under PRC law, including seeking specific performance or injunctive relief, and claiming damages, which we cannot assure you will be effective. For example, if the shareholders of our variable interest entities were to refuse to transfer their equity interest in Beijing Auction and Beijing Secoo to us or our designee when we exercise the purchase option pursuant to these contractual arrangements, or if they were otherwise to act in bad faith toward us, we may have to take legal actions to compel them to perform their contractual obligations.

All the agreements under our contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in China. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal system in the PRC is not as developed as in some other jurisdictions, such as the United States. See "Risks Related to Doing Business in China — Uncertainties with respect to the PRC legal system could adversely affect us." Meanwhile, there are very few precedents and little formal guidance as to how

contractual arrangements in the context of a variable interest entity should be interpreted or enforced under PRC law, and as a result it may be difficult to predict how an arbitration panel would view such contractual arrangements. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements. Additionally, under PRC law, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and if the losing parties fail to carry out the arbitration awards within a prescribed time limit, the prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would require additional expenses and delay. Furthermore, if Beijing Secoo, Beijing Auction or the shareholders of Beijing Secoo and Beijing Auction fail to perform their obligations under these contractual arrangements, which allow us to maintain effective control over Beijing Secoo and Beijing Auction, we may not be able to continue to consolidate the financial results and assets and liabilities of Beijing Secoo and Beijing Auction and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. Furthermore, our inability to exert effective control may negatively affect our ability to conduct our business, which could materially and adversely affect our results of operations and financial condition.

Our variable interest entities hold our ICP license and auction business license and conduct our online sales and auctions businesses. In the event we are unable to enforce our contractual arrangements, we may not be able to exert effective control over our variable interest entities, and our ability to conduct these businesses may be negatively affected. We generate the majority of our revenues from products and services that are offered to customers through our website and mobile applications and any interruption in our ability to use our website and mobile applications may have a material and adverse effect on our financial condition and results of operations.

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

Mr. Richard Rixue Li and Ms. Zhaohui Huang are the shareholders of each of our variable interest entities, Beijing Auction and Beijing Secoo. Mr. Richard Rixue Li is our founder, director and chief executive officer, while Ms. Zhaohui Huang is our founder and director. The shareholders of Beijing Auction and Beijing Secoo may have potential conflicts of interest with us. These shareholders may breach, or cause our variable interest entities to breach, or refuse to renew, the existing contractual arrangements we have with them and our variable interest entities, which would have a material and adverse effect on our ability to effectively control our variable interest entities and receive substantially all the economic benefits from them. For example, the shareholders may be able to cause our agreements with Beijing Auction and Beijing Secoo to be performed in a manner adverse to us by, among other things, failing to remit payments due under the contractual arrangements to us on a timely basis. We cannot assure you that when conflicts of interest arise, any or all of these shareholders will act in the best interests of our company or such conflicts will be resolved in our favor.

Currently, we do not have any arrangements to address potential conflicts of interest between these shareholders and our company. Mr. Richard Rixue Li is also a director and executive officer of our company. We rely on Mr. Li to abide by the laws of the Cayman Islands and the PRC, which provide that directors owe a fiduciary duty to the company that requires them to act in good faith and in what they believe to be the best interests of the company and not to use their position for personal gains. If we cannot resolve any conflict of interest or dispute between us and the shareholders of Beijing Auction and Beijing Secoo, we would have to rely on legal proceedings, which could result in disruption of our business and subject us to substantial uncertainty as to the outcome of any such legal proceedings.

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

We are a holding company, and we may rely on dividends and other distributions on equity paid by our PRC subsidiaries like Kutianxia for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and service any debt we may incur. If these subsidiaries incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us. In addition, the PRC tax authorities may require Kutianxia to adjust its taxable income under the contractual arrangements it currently has in place with our variable interest entities in a manner that would materially and adversely affect its ability to pay dividends and other distributions to us. See "— Contractual arrangements in relation to our variable interest entities may be subject to scrutiny by the PRC tax authorities and they may determine that we or our PRC variable interest entities owe additional taxes, which could negatively affected our financial condition and the value of your investment."

Under PRC laws and regulations, our wholly foreign-owned subsidiaries in China may pay dividends only out of their respective accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a wholly foreign-owned enterprise is required to set aside at least 10% of its accumulated after-tax profits each year, if any, to fund certain statutory reserve fund, until the aggregate amount of such fund reaches 50% of its registered capital. At its discretion, a wholly foreign-owned enterprise may allocate a portion of its after-tax profits based on PRC accounting standards to enterprise expansion fund and staff welfare and bonus fund. The statutory reserve fund, enterprise expansion fund and staff welfare and bonus fund are not distributable as cash dividends.

Any limitation on the ability of our PRC subsidiaries to pay dividends or make other distributions to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business. See also "— Risks Related to Doing Business in China — If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders."

PRC regulation on loans to and direct investment in PRC entities by offshore holding companies and governmental control in currency conversion may delay or prevent us from using the proceeds of this offering to make loans to our PRC subsidiaries and consolidated variable interest entities or make additional capital contributions to our wholly foreign-owned subsidiaries in China, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

We are an offshore holding company conducting our operations in China through our PRC subsidiaries and consolidated variable interest entities. We may make loans to our PRC subsidiaries and consolidated variable interest entities subject to the approval from governmental authorities and limitation of amount, or we may make additional capital contributions to our wholly foreign-owned subsidiaries in China.

Any loans to our wholly foreign-owned subsidiaries in China, which are treated as foreign-invested enterprises under PRC law, are subject to PRC regulations and foreign exchange loan registrations. For example, loans by us to our wholly foreign-owned subsidiaries in China to finance their activities cannot exceed statutory limits and must be registered with the local counterpart of the State Administration of Foreign Exchange, or SAFE. The statutory limit for the total amount of foreign debts of a foreign-invested company is the difference between the amount of total investment as approved by the Ministry of Commerce or its local counterpart and the amount of registered capital of such foreign-invested company.

On June 15, 2016, the SAFE promulgated the Circular on Reforming and Regulating Policies on the Control over Foreign Exchange Settlement of Capital Accounts, or SAFE Circular No. 16. SAFE Circular No. 16 stipulates that the use of capital by foreign-invested enterprises, or FIEs shall follow "the principle of authenticity and self-use" within the business scope of such FIEs. The capital of an FIE and capital in RMB obtained by the FIE from foreign exchange settlement shall not be used for the following purposes: (i) directly or indirectly used for payment beyond the business scope of the enterprises or the payment prohibited by relevant laws and regulations; (ii) directly or indirectly used for investment in securities or investments other than banks' principal-secured products unless otherwise provided by relevant laws and regulations; (iii) the granting of loans to non-affiliated enterprises, except where it is expressly permitted in the business license; and (iv) paying the expenses related to the purchase of real estate that is not for self-use (except for the foreign-invested real estate enterprises).

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

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

Under applicable PRC laws and regulations, arrangements and transactions among related parties may be subject to audit or challenge by the PRC tax authorities. We could face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements between Kutianxia, our wholly owned subsidiary in China, Beijing Auction and Beijing Secoo, our variable interest entities in China, and their respective shareholders were not entered into on an arm's-length basis in such a way as to result in an impermissible reduction in taxes under applicable PRC laws, rules and regulations, and adjust Beijing Auction and Beijing Secoo's income in the form of a transfer pricing adjustment. A transfer pricing adjustment could, among other things, result in a reduction of expense deductions recorded by Beijing Auction and Beijing Secoo for PRC tax purposes, which could in turn increase their tax liabilities. In addition, the PRC tax authorities may impose punitive interest on Beijing Auction and Beijing Secoo for the adjusted but unpaid taxes at the rate of 5% over the basic RMB lending rate published by the People's Bank of China for a period according to the applicable regulations. Our financial position could be materially and adversely affected if our variable interest entities' tax liabilities increase or if they are required to pay punitive interest.

If Beijing Auction and Beijing Secoo become the subject of a bankruptcy or liquidation proceeding, we may lose the ability to use and enjoy substantially all of our assets, which could reduce the size of our operations and materially and adversely affect our business, ability to generate revenues and the market price of our ADSs.

As part of the contractual arrangements with Beijing Auction and Beijing Secoo, their shareholders and their subsidiaries, Beijing Auction and Beijing Secoo and their subsidiaries hold operating permits and licenses and substantially all of the assets that are important to the operation of our business, including our ICP license, auction license, domain names and trademarks. We expect to continue to be dependent on Beijing Auction and Beijing Secoo and its subsidiaries to operate our business in China. If Beijing Auction and Beijing Secoo go bankrupt and all or part of their assets become subject to liens or rights of third-party creditors, we may be unable to continue some or all of our business activities, which would materially and adversely affect our business, financial condition and results of operations. Under the contractual

arrangements, Beijing Auction and Beijing Secoo may not, in any manner, sell, transfer, mortgage or dispose of their assets or legal or beneficial interests in their business without our prior consent. If Beijing Auction and Beijing Secoo undergo a voluntary or involuntary liquidation proceeding, their equity holders or unrelated third-party creditors may claim rights to some or all of these assets, thereby hindering our ability to operate our business, which would materially and adversely affect our business, our ability to generate revenues and the market price of our ADSs.

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

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

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

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

While the Chinese economy has experienced significant growth over the past decades, growth has been uneven, both geographically and among various sectors of the economy, and the growth of the Chinese economy has slowed down since 2012. The Chinese government has implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall Chinese economy, but may have a negative effect on us. For example, our financial condition and results of operations may be adversely affected by government control over capital investments or changes in tax regulations. In addition, in the past the Chinese government has implemented certain measures, including interest rate increases, to control the pace of economic growth. These measures may cause decreased economic activity in China, which may adversely affect our business and operating results.

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

We conduct our business primarily through our PRC subsidiaries and consolidated variable interest entities in China. Our operations in China are governed by PRC laws and regulations. Our PRC subsidiaries are subject to laws and regulations applicable to foreign investment in China. The PRC legal system is a civil law system based on written statutes. Unlike the common law system, prior court decisions may be cited for reference but have limited precedential value.

In 1979, the PRC government began to promulgate a comprehensive system of laws and regulations governing economic matters in general. The overall effect of legislation over the past three decades has significantly enhanced the protections afforded to various forms of foreign investments in China. However, China has not developed a fully integrated legal system, and recently enacted laws and regulations may not sufficiently cover all aspects of economic activities in China. In particular, because these laws and regulations are relatively new, and because of the limited number of published decisions and their nonbinding nature, the interpretation and enforcement of these laws and regulations involve uncertainties. In addition, the PRC legal system is based in part on government policies and internal rules, some of which

are not published on a timely basis or at all, and which may have a retroactive effect. As a result, we may not be aware of our violation of these policies and rules until sometime after the violation.

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

We are subject to consumer protection laws that could require us to modify our current business practices and incur increased costs.

We are subject to numerous PRC laws and regulations that regulate retailers generally or govern online retailers specifically, such as the Consumer Protection Law. If these regulations were to change or if we, suppliers or third-party sellers on our marketplace were to violate them, the costs of certain products or services could increase, or we could be subject to fines or penalties or suffer reputational harm, which could reduce demand for the products or services offered on our platform and hurt our business and results of operations. For example, the amended Consumer Protection Law, which became effective in March 2014, further strengthens the protection of consumers and imposes more stringent requirements and obligations on business operators, especially on businesses that operate on the internet. Pursuant to the Consumer Protection Law, consumers are generally entitled to return goods purchased within seven days upon receipt without giving any reasons if they purchased the goods over the internet. Consumers whose interests have been damaged due to their purchase of goods or acceptance of services on online marketplace platforms may claim damages from sellers or service providers. Where the operators of an online marketplace platform are unable to provide the real names, addresses and valid contact details of the sellers or service providers, the consumers may also claim damages from the operators of the online marketplace platforms. Operators of online marketplace platforms that know or should have known that sellers or service providers use their platforms to infringe upon the legitimate rights and interests of consumers but fail to take necessary measures must bear joint and several liability with the sellers or service providers. Moreover, if business operators deceive consumers or knowingly sell substandard or defective products, they should not only compensate consumers for their losses, but also pay additional damages equal to three times the price of the goods or services. Legal requirements are frequently changed and subject to interpretation, and we are unable to predict the ultimate cost of compliance with these requirements or their effect on our operations. We may be required to make significant expenditures or modify our business practices to comply with existing or future laws and regulations, which may increase our costs and materially limit our ability to operate our business.

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

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

We only have control over our website and mobile applications through contractual arrangements. We do not own the website in China due to the restriction of foreign investment in businesses providing value-added telecommunication services in China, including internet information provision services. This may

significantly disrupt our business, subject us to sanctions, compromise enforceability of related contractual arrangements, or have other harmful effects on us.

The evolving PRC regulatory system for the internet industry may lead to the establishment of new regulatory agencies. For example, in May 2011, the State Council announced the establishment of a new department, the State Internet Information Office (with the involvement of the State Council Information Office, the MIIT, and the Ministry of Public Security). The primary role of this new agency is to facilitate the policy-making and legislative development in this field to direct and coordinate with the relevant departments in connection with online content administration and to deal with cross-ministry regulatory matters in relation to the internet industry.

New laws and regulations may be promulgated that will regulate internet activities, including online retail. If these new laws and regulations are promulgated, additional licenses may be required for our operations. If our operations do not comply with these new regulations at the time they become effective, or if we fail to obtain any licenses required under these new laws and regulations, we could be subject to penalties.

The Circular on Strengthening the Administration of Foreign Investment in and Operation of Value-added Telecommunications Business, issued by the MIIT in July 2006, prohibits domestic telecommunication service providers from leasing, transferring or selling telecommunications business operating licenses to any foreign investor in any form, or providing any resources, sites or facilities to any foreign investor for their illegal operation of a telecommunications business in China. According to this circular, either the holder of a value-added telecommunication services operation permit or its shareholders must directly own the domain names and trademarks used by such license holders in their provision of value-added telecommunication services. The circular also requires each license holder to have the necessary facilities, including servers, for its approved business operations and to maintain such facilities in the regions covered by its license. If an ICP license holder fails to comply with the requirements and also fails to remediate such non-compliance within a specified period of time, the MIIT or its local counterparts have the discretion to take administrative measures against such license holder, including revoking its ICP license. Currently, Beijing Secoo, one of our PRC consolidated variable interest entities, holds an ICP license and operates our *Secoo.com* website. Beijing Secoo owns the relevant domain names and registered trademarks and has the necessary personnel to operate such website.

The interpretation and application of existing PRC laws, regulations and policies and possible new laws, regulations or policies relating to the internet industry have created substantial uncertainties regarding the legality of existing and future foreign investments in, and the businesses and activities of, internet businesses in China, including our business. We cannot assure you that we have obtained all the permits or licenses required for conducting our business in China or will be able to maintain our existing licenses or obtain new ones.

Failure to make adequate contributions to various employee benefit plans as required by PRC regulations may subject us to penalties.

Companies operating in China are required to participate in various government sponsored employee benefit plans, including certain social insurance, housing funds and other welfare-oriented payment obligations, and contribute to the plans in amounts equal to certain percentages of salaries, including bonuses and allowances, of employees up to a maximum amount specified by the local government from time to time at locations where they operate their businesses. The requirement of employee benefit plans has not been implemented consistently by the local governments in China given the different levels of economic development in different locations. Our PRC operating entities incorporated in various locations in China have not made adequate employee benefit payments and we have recorded accruals for estimated underpaid amounts of RMB9.2 million and RMB11.9 million (US$1.8 million) for the year ended December 31, 2015 and 2016, respectively, in our financial statements. Our failure in making contributions to various employee benefit plans and in complying with applicable PRC labor-related laws may subject us to late payment penalties. We may be required to make up the contributions for these plans

as well as to pay late fees and fines. If we are subject to late fees or fines in relation to the underpaid employee benefits, our financial condition and results of operations may be adversely affected.

We may be required to register our operating offices outside of our registered addresses as branch offices under PRC law.

Under PRC law, a company setting up premises for business operations outside its registered address must register them as branch offices with the relevant local industry and commerce bureau at the place where the premises are located and obtain business licenses for them as branch offices. We currently have four branch offices across China. We may expand our business in the future to additional locations in China, and we may not be able to register branch offices in a timely manner due to complex procedural requirements and relocation of branch offices from time to time. If the PRC regulatory authorities determine that we are in violation of the relevant laws and regulations, we may be subject to penalties, including fines, confiscation of income and suspension of operation. If we become subject to these penalties, our business, results of operations, financial condition and prospects could be materially and adversely affected.

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

Most of our revenues and most of our expenses are denominated in RMB. The value of the RMB against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. The conversion of RMB into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. The PRC government allowed the RMB to appreciate by more than 20% against the U.S. dollar between July 2005 and July 2008. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the U.S. dollar remained within a narrow band. Since June 2010, the RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably, and in recent years the RMB has depreciated significantly against the U.S. dollar. Since October 1, 2016, the RMB has joined the International Monetary Fund (IMF)'s basket of currencies that make up the Special Drawing Right (SDR), along with the U.S. dollar, the Euro, the Japanese yen and the British pound. In the fourth quarter of 2016, the RMB has depreciated significantly in the backdrop of a surging U.S. dollar and persistent capital outflows of China. With the development of the foreign exchange market and progress towards interest rate liberalization and Renminbi internationalization, the PRC government may in the future announce further changes to the exchange rate system and there is no guarantee that the RMB will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

There remains significant international pressure on the PRC government to adopt a substantial liberalization of its currency policy, which could result in further depreciation in the value of the RMB against the U.S. dollar. To the extent that we need to convert U.S. dollars into RMB for capital expenditures and working capital and other business purposes, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, if we decide to convert RMB into U.S. dollars for the purpose of making payments for dividends on our Class A ordinary shares or ADSs, strategic acquisitions or investments or other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amount available to us.

Very limited hedging options are available in China to reduce our exposure to exchange rate fluctuations. To date, we have not entered into any hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the availability and effectiveness of these hedges may be limited and we may not be able to adequately hedge our exposure or at all. In addition, our currency exchange losses may be magnified by PRC exchange control regulations that restrict our ability to convert RMB into foreign currency. As a result, fluctuations in exchange rates may have a material adverse effect on your investment.

Governmental control of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment.

The PRC government imposes controls on the convertibility of the RMB into foreign currencies and, in certain cases, the remittance of currency out of China. We receive substantially all of our revenues in RMB. Shortages in the availability of foreign currency may restrict the ability of our PRC subsidiaries and variable interest entities to remit sufficient foreign currency to pay dividends or other payments to us, or otherwise satisfy their foreign currency denominated obligations. Under our current corporate structure, our company in the Cayman Islands may rely on dividend payments from our PRC subsidiaries to fund any cash and financing requirements we may have. Under existing PRC foreign exchange regulations, payments of current account items, such as profit distributions and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from SAFE by complying with certain procedural requirements. Therefore, our wholly foreign-owned subsidiaries in China are able to pay dividends in foreign currencies to us without prior approval from SAFE, subject to the condition that the remittance of such dividends outside of the PRC complies with certain procedures under PRC foreign exchange regulation, such as the overseas investment registrations by our shareholders or the ultimate shareholders of our corporate shareholders who are PRC residents. But approval from or registration with appropriate government authorities or authorized banks is required where RMB is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. The PRC government may also at its discretion restrict access in the future to foreign currencies for current account transactions. If the foreign exchange control system prevents us from obtaining sufficient foreign currencies to satisfy our foreign currency demands, we may not be able to pay dividends in foreign currencies to our shareholders, including holders of our ADSs.

The approval of the CSRC may be required in connection with this offering under a regulation adopted in August 2006, and, if required, we cannot predict whether we will be able to obtain such approval.

The Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, or the M&A Rules, adopted by six PRC regulatory agencies in 2006 and amended in 2009, requires an overseas special purpose vehicle formed for listing purposes through acquisitions of PRC domestic companies and controlled by PRC companies or individuals to obtain the approval of the CSRC prior to the listing and trading of such special purpose vehicle's securities on an overseas stock exchange. In September 2006, the CSRC published a notice on its official website specifying documents and materials required to be submitted to it by a special purpose vehicle seeking CSRC approval of its overseas listings. The application of the M&A Rules remains unclear. Currently, there is no consensus among leading PRC law firms regarding the scope and applicability of the CSRC approval requirement.

Our PRC counsel, Han Kun Law Offices, has advised us based on their understanding of the current PRC laws, rules and regulations that the CSRC's approval is not required for the listing and trading of our ADSs on the NASDAQ Global Market in the context of this offering, given that:

- § the CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like ours under this prospectus are subject to this regulation; and
- § no provision in this regulation clearly classifies contractual arrangements as a type of transaction subject to its regulation.

However, our PRC legal counsel has further advised us that there remains some uncertainty as to how the M&A Rules will be interpreted or implemented in the context of an overseas offering and its opinions summarized above are subject to any new laws, rules and regulations or detailed implementations and interpretations in any form relating to the M&A Rules. We cannot assure you that relevant PRC government agencies, including the CSRC, would reach the same conclusion as we do. If it is determined that CSRC approval is required for this offering, we may face sanctions by the CSRC or other PRC regulatory agencies for failure to seek CSRC approval for this offering. These sanctions may include fines and penalties on our operations in the PRC, limitations on our operating privileges in the PRC, delays in or restrictions on the

repatriation of the proceeds from this offering into the PRC, restrictions on or prohibition of the payments or remittance of dividends by our China subsidiary, or other actions that could have a material and adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs. The CSRC or other PRC regulatory agencies may also take actions requiring us, or making it advisable for us, to halt this offering before the settlement and delivery of the ADSs that we are offering. Consequently, if you engage in market trading or other activities in anticipation of and prior to the settlement and delivery of the ADSs we are offering, you would be doing so at the risk that the settlement and delivery may not occur.

The M&A Rules and certain other PRC regulations establish complex procedures for some acquisitions of Chinese companies by foreign investors, which could make it more difficult for us to pursue growth through acquisitions in China.

The M&A Rules discussed in the preceding risk factor and recently adopted regulations and rules concerning mergers and acquisitions established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time consuming and complex. For example, the M&A Rules require that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise, if (i) any important industry is concerned, (ii) such transaction involves factors that have or may have impact on the national economic security, or (iii) such transaction will lead to a change in control of a domestic enterprise which holds a famous trademark or PRC time-honored brand. Mergers, acquisitions or contractual arrangements that allow one market player to take control of or to exert decisive impact on another market player must also be notified in advance to the Ministry of Commerce when the threshold under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings, or the Prior Notification Rules, issued by the State Council in August 2008 is triggered. In addition, the security review rules issued by the Ministry of Commerce that became effective in September 2011 specify that mergers and acquisitions by foreign investors that raise "national defense and security" concerns and mergers and acquisitions through which foreign investors may acquire de facto control over domestic enterprises that raise "national security" concerns are subject to strict review by the Ministry of Commerce, and the rules prohibit any activities attempting to bypass a security review, including by structuring the transaction through a proxy or contractual control arrangement. In the future, we may grow our business by acquiring complementary businesses. Complying with the requirements of the above-mentioned regulations and other relevant rules to complete such transactions could be time consuming, and any required approval processes, including obtaining approval from the Ministry of Commerce or its local counterparts may delay or inhibit our ability to complete such transactions. It is unclear whether our business would be deemed to be in an industry that raises "national defense and security" or "national security" concerns. However, the Ministry of Commerce or other government agencies may publish explanations in the future determining that our business is in an industry subject to the security review, in which case our future acquisitions in the PRC, including those by way of entering into contractual control arrangements with target entities, may be closely scrutinized or prohibited. Our ability to expand our business or maintain or expand our market share through future acquisitions would as such be materially and adversely affected.

PRC regulations relating to the establishment of offshore special purpose companies by PRC residents may subject our PRC resident beneficial owners or our wholly foreign-owned subsidiaries in China to liability or penalties, limit our ability to inject capital into these subsidiaries, limit these subsidiaries' ability to increase their registered capital or distribute profits to us, or may otherwise adversely affect us.

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

SAFE Circular No. 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents' legally owned assets or equity interests in domestic enterprises or offshore assets or interests, which is referred to in SAFE Circular No. 37 as a "special purpose vehicle." The term "control" under SAFE Circular No.37 is broadly defined as the operation rights, beneficiary rights or decision-making rights acquired by the PRC residents in the offshore special purpose vehicles or PRC companies by such means as acquisition, trust, proxy, voting rights, repurchase, convertible bonds or other arrangements. SAFE Circular No. 37 further requires amendment to the registration in the event of any significant changes with respect to the special purpose vehicle, such as an increase or decrease of capital contributed by PRC residents, share transfer or exchange, merger, division or other material events.

SAFE promulgated the Notice on Further Simplifying and Improving the Administration of the Foreign Exchange Concerning Direct Investment, or SAFE Circular 13, in February 2015, which took effect on June 1, 2015. SAFE Circular 13 amended SAFE Circular 37 requiring PRC residents or entities to register with qualified banks rather than SAFE or its local branch, in connection with their establishment or control of an offshore entity established for the purpose of overseas investment or financing. In the event that a PRC resident holding interests in a special purpose vehicle fails to complete the required SAFE registration, the PRC subsidiaries of that special purpose vehicle may be prohibited from making profit distributions to the offshore parent and from carrying out subsequent cross-border foreign exchange activities, and the special purpose vehicle may be restricted in its ability to contribute additional capital into its PRC subsidiaries. Furthermore, failure to comply with the various SAFE registration requirements described above could result in liability under PRC law for evasion of foreign exchange controls.

Currently, all of our founders who are PRC residents have registered with the competent local branch of SAFE with respect to their investments in our company as required by SAFE Circular No. 75 and SAFE Circular No. 37 and will further update their registration filings with SAFE under SAFE Circular No. 37 when there are any changes that should be registered under SAFE Circular No. 37. However, we may not at all times be fully aware or informed of the identities of all our shareholders or beneficial owners that are required to make such registrations, and we may not always be able to compel them to comply with SAFE Circular No. 37 requirements. As a result, we cannot assure you that all of our shareholders or beneficial owners who are PRC residents will at all times comply with, or in the future make or obtain any applicable registrations or approvals required by, SAFE Circular No. 37 or other related regulations. The failure or inability of such individuals to comply with the registration procedures set forth in these regulations may subject us to fines or legal sanctions, restrictions on our cross-border investment activities or our PRC subsidiaries' ability to distribute dividends to, or obtain foreign-exchange-dominated loans from, our company, or prevent us from making distributions or paying dividends. As a result, our business operations and our ability to make distributions to you could be materially and adversely affected.

Furthermore, as these foreign exchange regulations are still relatively new and their interpretation and implementation has been constantly evolving, it is unclear how these regulations, and any future regulation concerning offshore or cross-border transactions, will be interpreted, amended and implemented by the relevant government authorities. We cannot predict how these regulations will affect our business operations or future strategy. In addition, if we decide to acquire a PRC domestic company, we cannot assure you that we or the owners of such company, as the case may be, will be able to obtain the necessary approvals or complete the necessary filings and registrations required by the foreign exchange regulations. This may restrict our ability to implement our acquisition strategy and could adversely affect our business and prospects.

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

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

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

If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders. In addition, any noncompliance with PRC tax laws may adversely affect us.

Under the PRC Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with "de facto management body" within the PRC is considered a resident enterprise and will be subject to the enterprise income tax on its global income at the rate of 25%. The implementation rules define the term "de facto management body" as the body that exercises full and substantial control and overall management over the business, production, personnel, accounts and properties of an enterprise. In April 2009, the SAT issued a circular, known as Circular 82, which provides certain specific criteria for determining whether the "de facto management body" of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners like us, the criteria set forth in the circular may reflect the SAT's general position on how the "de facto management body" text should be applied in determining the tax resident status of all offshore enterprises. According to Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its "de facto management body" in China and will be subject to PRC enterprise income tax on its global income only if all of the following conditions are met: (i) the primary location of the day-to-day operational management is in the PRC; (ii) decisions relating to the enterprise's financial and human resource matters are made or are subject to approval by organizations or personnel in the PRC; (iii) the enterprise's primary assets, accounting books and records, company seals, and board and shareholder resolutions, are located or maintained in the PRC; and (iv) at least 50% of voting board members or senior executives habitually reside in the PRC.

We believe Secoo Holding Limited is not a PRC resident enterprise for PRC tax purposes. See "Taxation — People's Republic of China Taxation." However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term "de facto management body." If the PRC tax authorities determine that Secoo Holding Limited is a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of our ADSs. In addition, non-resident enterprise shareholders (including our ADS holders) may be subject to PRC tax on gains realized on the sale or other disposition of ADSs or Class A ordinary shares, if such income is treated as sourced from within the PRC. It is unclear whether our non-PRC individual shareholders (including our ADS holders) would be subject to any PRC tax on dividends or gains obtained by such non-PRC individual shareholders in the event we are determined to be a PRC resident enterprise. If any PRC tax were to apply to such dividends or gains, it would generally apply at a rate of 20% unless a reduced rate is available under an applicable tax treaty. However, it is also unclear whether non-PRC shareholders of Secoo Holding Limited would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that Secoo Holding Limited is treated as a PRC resident enterprise.

In addition, over the years, we have accrued taxes payable in the aggregate amount of RMB107.0 million (US$15.8 million) as of December 31, 2016, including education surtax, individual income tax, value-added tax, urban construction tax and stamp duty, the majority of which were unpaid value-added tax. For details, see note 10 to our audited consolidated financial statements and note 7 to our unaudited condensed consolidated financial statements included elsewhere in this prospectus. We may be required to pay the taxes payable and may incur penalties. See "Regulation — Regulations on Tax." If we are subject to penalties in relation to the due and unpaid taxes payable, our liquidity, financial condition and results of operations may be adversely affected.

Enhanced scrutiny over acquisitions by the PRC tax authorities may have a negative impact on potential acquisitions we may pursue in the future.

The PRC tax authorities have enhanced their scrutiny over the direct or indirect transfer of equity interests in a PRC resident enterprise by a non-resident enterprise by promulgating and implementing the Notice on Issues Concerning Process of Enterprise Income Tax in Enterprise Restructuring Business, or SAT Circular 59, and the Notice on Strengthening the Administration of the Enterprise Income Tax concerning Proceeds from Equity Transfers by Non-resident Enterprises, or Circular 698, which became retroactively effective on January 1, 2008.

Under Circular 698, except for the purchase and sale of equity interests through a public securities market, where a non-resident enterprise transfers the equity interests of a PRC "resident enterprise" indirectly by disposition of the equity interests of an overseas holding company, or an Indirect Transfer, the non-resident enterprise, being the transferor, may be subject to PRC enterprise income tax, if the Indirect Transfer is considered as an abusive use of the holding company structure without reasonable commercial purpose. As a result, gains derived from such Indirect Transfer may be subject to PRC tax at a rate of up to 10%. Circular 698 also provides that, where a non-PRC resident enterprise transfers its equity interests in a PRC resident enterprise to its related parties at a price lower than the fair market value, the relevant tax authority is entitled to make a reasonable adjustment to the taxable income of the transaction.

On February 3, 2015, the SAT issued Public Notice 7 to supersede the existing tax rules in relation to the Indirect Transfers, while the other provisions of Circular 698 remain in force. Public Notice 7 introduces a new tax regime that is significantly different from that under Circular 698. Public Notice 7 extends its tax jurisdiction to capture not only Indirect Transfer as set forth under Circular 698 but also transactions involving the transfer of real property in China and assets owned by an establishment or place, a PRC domestic tax concept which is analogous to the concept of permanent establishment under tax treaties, held under the permanent establishment or fixed place of business, in China of a foreign company through the offshore transfer of a foreign intermediate holding company. Public Notice 7 also interprets the term

"transfer of the equity interest in a foreign intermediate holding company" broadly. In addition, Public Notice 7 provides clearer criteria than Circular 698 on how to assess reasonable commercial purposes and introduces safe harbor scenarios applicable to internal group restructurings. However, it also imposes burdens on both the foreign transferor and the transferee of the Indirect Transfer as they are required to make a self-assessment on whether the transaction should be subject to PRC tax and whether to file or withhold the PRC tax accordingly.

There is little guidance and practical experience as to the application of Circular 698 and Public Notice 7. Where non-resident investors were involved in our private equity financing, if such transactions are determined by the tax authorities to be lacking of reasonable commercial purposes, we and our non-resident investors may be taxed under Circular 698 and Public Notice 7 and may be required to expend valuable resources to comply with Circular 698 and Public Notice 7 or to establish that we should not be taxed under Circular 698 or Public Notice 7, which may have a material adverse effect on our financial condition and results of operations or our non-resident investors' investments in us.

The PRC tax authorities have discretion under SAT Circular 59, Circular 698 and Public Notice 7 to make adjustments to the taxable capital gains based on the difference between the fair value of the equity interests transferred and the cost of investment. We may pursue acquisitions in the future that involve complex corporate structures. If we are considered a non-resident enterprise under the PRC Enterprise Income Tax Law and if the PRC tax authorities make adjustments to the taxable income of these transactions under SAT Circular 59, Circular 698 or Public Notice 7, our income tax expenses associated with such potential acquisitions will be increased, which may have an adverse effect on our financial condition and results of operations.

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

The PRC Labor Contract Law became effective and was implemented on January 1, 2008 and was further amended in 2012. It has reinforced the protection of employees who, under the PRC Labor Contract Law, have the right, among others, to have written labor contracts, to enter into labor contracts with no fixed terms under certain circumstances, to receive overtime wages and to terminate or alter terms in labor contracts. According to the PRC Social Insurance Law, which became effective on July 1, 2011, and the Administrative Regulations on the Housing Funds, which became effective on March 24, 2002, employees are required to participate in pension insurance, work-related injury insurance, medical insurance, unemployment insurance, maternity insurance and housing funds, and the employers must pay all or a portion of the social insurance premiums and housing funds for such employees.

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

§ **Risks Related to This Offering and our American Depositary Shares**

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

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

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

The trading price of our ADSs may be volatile.

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

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

- § regulatory developments affecting us or our industry, customers, suppliers or third-party sellers;
- § announcements of studies and reports relating to the quality of our product and service offerings or those of our competitors;
- § changes in the economic performance or market valuations of other online retail or e-commerce companies;
- § actual or anticipated fluctuations in our quarterly results of operations and changes or revisions of our expected results;
- § changes in financial estimates by securities research analysts;
- § conditions in the online and offline upscale retail market;
- § announcements by us or our competitors of new product and service offerings, acquisitions, strategic relationships, joint ventures, capital raisings or capital commitments;
- § additions to or departures of our senior management;
- § fluctuations of exchange rates between the RMB and the U.S. dollar;
- § release or expiry of lock-up or other transfer restrictions on our outstanding shares or ADSs;
- § sales or perceived potential sales of additional Class A ordinary shares or ADSs; and
- § proceedings instituted by the SEC against five PRC-based accounting firms, including our independent registered public accounting firm, and the subsequent settlements.

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

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

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

If you purchase ADSs in this offering, you will pay more for your ADSs than the amount paid by our existing shareholders for their ordinary shares on a per ADS basis. As a result, you will experience immediate and substantial dilution of US$ per ADS, representing the difference between the initial public offering price of US$ per ADS and our net tangible book value of US$ per ADS as of December 31, 2016, after giving effect to this offering and the Concurrent Private Placements. In addition, you may experience further dilution to the extent that our ordinary shares are issued upon the exercise of share options. See "Dilution."

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

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

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

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

Sales of our ADSs in the public market after this offering, or the perception that these sales could occur, could cause the market price of our ADSs to decline. Upon completion of this offering, we will have ordinary shares outstanding, including Class A ordinary shares represented by ADSs, assuming (i) the underwriters do not exercise their over-allotment option and (ii) we will issue and sell a total of Class A ordinary shares through the Concurrent Private Placements, which number of shares has been calculated based on an assumed initial public offering price of US$ per ADS, the midpoint of the estimated offering price range shown on the front cover page of this prospectus. All ADSs sold in this offering will be freely transferable without restriction or additional registration under the Securities Act. The remaining Class A ordinary shares outstanding after this offering and the Class B ordinary shares will be available for sale, upon the expiration of the 180-day lock-up period beginning from the date of this prospectus, subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act. Any or all of these shares may be released prior to the expiration of the lock-up period at the discretion of the representatives of the underwriters of this offering. To the extent shares are released before the expiration of the lock-up period and sold into the market, the market price of our ADSs may decline.

After completion of this offering, certain holders of our Class A ordinary shares may cause us to register under the Securities Act the sale of their shares, subject to the 180-day lock-up period in connection with

this offering. Registration of these shares under the Securities Act would result in ADSs representing these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the form of ADSs in the public market could cause the price of our ADSs to decline.

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

Holders of ADSs do not have the same rights as our registered shareholders. As a holder of our ADSs, you will not have any direct right to attend general meetings of our shareholders or to cast any votes at such meetings. You will only be able to exercise the voting rights which attach to the Class A ordinary shares underlying your ADSs indirectly by giving voting instructions to the depositary in accordance with the provisions of the deposit agreement. Upon receipt of your voting instructions, the depositary will try, as far as it is practicable, to vote the Class A ordinary shares underlying your ADSs in accordance with your instructions. You will not be able to exercise directly any right to vote with respect to the underlying Class A ordinary shares unless you withdraw the shares and become the registered holder of such shares prior to the record date for the general meeting. Under the post-offering memorandum and articles of association that will become effective immediately upon completion of this offering, the minimum notice period required to be given by our company to our registered shareholders to convene a general meeting will be seven days. When a general meeting is convened, you may not receive sufficient notice of the meeting to enable you to withdraw the Class A ordinary shares underlying your ADSs and become the registered holder of such shares to allow you to attend the general meeting or to cast your vote directly with respect to any specific matter or resolution to be considered and voted upon at the general meeting. In addition, under the post-offering memorandum and articles of association that will become effective immediately upon completion of this offering, for the purposes of determining those shareholders who are entitled to attend and vote at any general meeting, our directors may close our register of members and/or fix in advance a record date for such meeting, and such closure of our register of members or the setting of such a record date may prevent you from withdrawing the Class A ordinary shares underlying your ADSs and becoming the registered holder of such shares prior to the record date, so that you would not be able to attend the general meeting or to vote directly. Where any matter is to be put to a vote at a general meeting, we will make all reasonable efforts to cause the depositary to notify you of the upcoming vote and to deliver our voting materials to you in a timely manner, but there can be no assurance that you will receive the voting materials in time to ensure that you can instruct the depositary to vote the Class A ordinary shares underlying your ADSs. Furthermore, the depositary and its agents will not be responsible for any failure to carry out any instructions to vote, for the manner in which any vote is cast or for the effect of any such vote. As a result, you may not be able to exercise your right to direct how the Class A ordinary shares underlying your ADSs are voted, and you may lack recourse if the underlying Class A ordinary shares are not voted as you requested. In addition, in your capacity as an ADS holder, you will not be able to call a shareholders' meeting.

Except in limited circumstances, the depositary for our ADSs will give us a discretionary proxy to vote the Class A ordinary shares underlying your ADSs if you do not vote at shareholders' meetings, which could adversely affect your interests.

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

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

The effect of this discretionary proxy is that you cannot prevent our Class A ordinary shares underlying your ADSs from being voted, except under the circumstances described above. This may make it more difficult for shareholders to influence the management of our company. Holders of our Class A ordinary shares are not subject to this discretionary proxy.

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

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

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

The depositary will pay cash dividends on the ADSs only to the extent that we decide to distribute dividends on our Class A ordinary shares or other deposited securities, and we do not have any present plan to pay any cash dividends on our Class A ordinary shares in the foreseeable future. To the extent that our company pays any cash dividends or other distributions to our shareholders, we will pay such distributions which are payable in respect of our Class A ordinary shares (or other deposited securities) represented by ADSs to the depositary of our ADSs or the custodian (as the registered holder of such Class A ordinary shares or other deposited securities), and the depositary has agreed to pay the cash dividends or other distributions it or the custodian receives on our Class A ordinary shares or other deposited securities, after deducting its fees and expenses, to the holders of the ADSs. You will receive these distributions in proportion to the number of Class A ordinary shares your ADSs represent. However, the depositary may, at its discretion, decide that it is inequitable or impractical to make a distribution available to any holders of ADSs. For example, the depositary may determine that it is not practicable to distribute certain property through the mail, or that the value of certain distributions may be less than the cost of mailing them. In these cases, the depositary may decide not to distribute such property to you.

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

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

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

We are a company incorporated under the laws of the Cayman Islands. We conduct our operations in China and substantially all of our assets are located in China. In addition, our directors and executive officers, and some of the experts named in this prospectus, reside within China, and most of the assets of these persons are located within China. As a result, it may be difficult or impossible for you to bring an action against us or against these individuals in the United States in the event that you believe that your rights have been infringed under the U.S. federal securities laws or otherwise. Even if you are successful in bringing an

action of this kind, the laws of the Cayman Islands and of the PRC may render you unable to enforce a judgment against our assets or the assets of our directors and officers. For more information regarding the relevant laws of the Cayman Islands and China, see "Enforceability of Civil Liabilities."

Since we are a Cayman Islands company, the rights of our shareholders may be more limited than those of shareholders of a company organized in the United States.

Under the laws of some jurisdictions in the United States, majority and controlling shareholders generally have certain fiduciary responsibilities to the minority shareholders. Shareholder action must be taken in good faith, and actions by controlling shareholders which are obviously unreasonable may be declared null and void. Cayman Islands law protecting the interests of minority shareholders may not be as protective in all circumstances as the law protecting minority shareholders in some U.S. jurisdictions. In addition, the circumstances in which a shareholder of a Cayman Islands company may sue the company derivatively, and the procedures and defenses that may be available to the company, may result in the rights of shareholders of a Cayman Islands company being more limited than those of shareholders of a company organized in the United States.

Furthermore, our directors have the power to take certain actions without shareholder approval which would require shareholder approval under the laws of most U.S. jurisdictions. For example, the directors of a Cayman Islands company, without shareholder approval, may implement a sale of any assets, property, part of the business, or securities of the company. Our ability to create and issue new classes or series of shares without shareholder approval could have the effect of delaying, deterring or preventing a change in control without any further action by our shareholders, including a tender offer to purchase our ordinary shares at a premium over then current market prices.

You must rely on the judgment of our management as to the use of the net proceeds from this offering and the Concurrent Private Placements, and such use may not produce income or increase our ADS price.

A significant portion of the net proceeds of this offering and the Concurrent Private Placements is allocated for general corporate purposes, including funding potential investments in and acquisitions of complementary businesses, assets and technologies. Our management will have considerable discretion in the application of the net proceeds received by us. You will not have the opportunity, as part of your investment decision, to assess whether proceeds are being used appropriately. The net proceeds may be used for corporate purposes that do not improve our efforts to achieve or maintain profitability or increase our ADS price. The net proceeds from this offering and the Concurrent Private Placements may be placed in investments that do not produce income or that lose value.

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

We are an "emerging growth company," as defined in the JOBS Act, and we may take advantage of certain exemptions from various requirements applicable to other public companies that are not emerging growth companies including, most significantly, not being required to comply with the auditor attestation requirements of Section 404 for so long as we are an emerging growth company. As a result, if we elect not to comply with such auditor attestation requirements, our investors may not have access to certain information they may deem important.

The JOBS Act also provides that an emerging growth company does not need to comply with any new or revised financial accounting standards until such date that a private company is otherwise required to comply with such new or revised accounting standards. However, we have elected to "opt out" of this provision and, as a result, we will comply with new or revised accounting standards as required when they are adopted for public companies. This decision to opt out of the extended transition period under the JOBS Act is irrevocable.

The post-offering memorandum and articles of association that we expect to adopt and to become effective immediately prior to the completion of this offering will contain anti-takeover provisions that could discourage a third party from acquiring us and adversely affect the rights of holders of our Class A ordinary shares and ADSs.

We expect to adopt, subject to the approvals by our board of directors and shareholders, an amended and restated memorandum and articles of association that will become effective immediately prior to the completion of this offering. The post-offering memorandum and articles of association will contain certain provisions that could limit the ability of others to acquire control of our company, including a dual-class voting structure that gives disproportionate voting power to the Class B ordinary shares held by Siku Holding Limited, of which our founder, chairman and chief executive officer, Mr. Richard Rixue Li, is the sole shareholder and sole director. We anticipate that Mr. Li will beneficially own % of the aggregate voting power of our company through Siku Holding Limited, immediately following the completion of this offering. In addition, our post-offering memorandum and articles of association will also contain a provision that grants authority to our board of directors to establish and issue from time to time one or more series of preferred shares without action by our shareholders and to determine, with respect to any series of preferred shares, the terms and rights of that series. These provisions could have the effect of depriving our shareholders of the opportunity to sell their shares at a premium over the prevailing market price by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transactions.

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

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

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

We will be required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we intend to publish our results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of the NASDAQ Global Market. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

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

We have applied to list our ADSs on the NASDAQ Global Market. As a Cayman Islands company listed on the NASDAQ Global Market, we will be subject to the NASDAQ Global Market corporate governance listing standards. However, the NASDAQ Global Market rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman

Islands, which is our home country, may differ significantly from the NASDAQ Global Market corporate governance listing standards. For example, neither the Companies Law of the Cayman Islands nor our post-offering memorandum and articles of association that will become effective immediately prior to the completion of this offering requires a majority of our directors to be independent and we could include non-independent directors as members of our compensation committee and nominating committee, and our independent directors would not necessarily hold regularly scheduled meetings at which only independent directors are present. Currently, we do not plan to rely on home country practice with respect to our corporate governance after we complete this offering. However, if we choose to follow home country practice in the future, our shareholders may be afforded less protection than they otherwise would under the NASDAQ Global Market corporate governance listing standards applicable to U.S. domestic issuers.

We may be classified as a passive foreign investment company for U.S. federal income tax purposes, which could result in materially adverse tax consequences to U.S. Holders of our ADSs or ordinary shares.

A non-U.S. corporation, such as our company, will be classified as a passive foreign investment company, a ("PFIC"), for U.S. federal income tax purposes for any taxable year, if either (i) 75% or more of its gross income for such year consists of certain types of "passive"income or (ii) 50% or more of the value of its assets (determined on the basis of a quarterly average) during such year produce or are held for the production of passive income. Passive income generally includes dividends, interest, royalties, rents, annuities, net gains from the sale or exchange of property producing such income and net foreign currency gains. For this purpose, cash and assets readily convertible into cash are categorized as passive asset assets and the company's unbooked intangibles associated with active business activity are taken into account as non-passive assets.

In addition, we will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which we own, directly or indirectly, more than 25% (by value) of the stock. Although the law in this regard is unclear, we treat our variable interest entities as being beneficially owned by us for U.S. federal income tax purposes because we control their management decisions, we are entitled to substantially all of the economic benefits associated with these entities, and, as a result, we consolidate their results of operations in our U.S. GAAP financial statements.

Based on our current income and assets and the expected value of our ADSs and outstanding ordinary shares, we do not believe that we were a PFIC for our previous taxable year and we do not expect to be classified as a PFIC for our taxable year ending December 31, 2017 or in the foreseeable future. While we do not anticipate becoming a PFIC following the year of the offering, changes in the nature of our income or assets, or fluctuations in the market price of our ADSs or ordinary shares, may cause us to become a PFIC for future taxable years. In estimating the value of our goodwill and other unbooked intangibles, we have taken into account our anticipated market capitalization following the close of this offering, which may fluctuate over time. Among other factors, if our market capitalization is less than anticipated or subsequently declines, we may be or become classified as a PFIC for the current or future taxable years. Under circumstances where revenues from activities that produce passive income significantly increase relative to our revenues from activities that produce non-passive income or where we determine not to deploy significant amounts of cash for working capital or other purposes, our risk of becoming classified as a PFIC may substantially increase. In addition, if it were determined that that we are not the beneficial owner of our variable interest entities for U.S. federal income tax purposes, we may be treated as a PFIC for our current taxable year and in future taxable years.

If we are classified as a PFIC for any year during which a U.S. Holder (as defined below) holds our ADSs or ordinary shares, such U.S. Holder may incur significantly increased U.S. federal income tax on gain recognized on the sale or other disposition of our ADSs or ordinary shares and on the receipt of distributions on our ADSs or ordinary shares to the extent such gain or distribution is treated as an "excess distribution" under the U.S. federal income tax rules. If we are so classified during a U.S. Holder's holding period, our ADSs or ordinary shares will generally continue to be treated as shares in a PFIC for all succeeding years

during which such U.S. Holder holds our ADSs or ordinary shares, even if we cease to be a PFIC, unless certain elections are made. See the discussion under "Taxation — United States Federal Income Tax Considerations — *Passive Foreign Investment Company Rules*" concerning the U.S. federal income tax consequences of an investment in our ADSs or ordinary shares if we are or become classified as a PFIC, including the possibility of making certain elections.

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

Upon completion of this offering, we will become a public company and expect to incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act of 2002, as well as rules subsequently implemented by the SEC and the NASDAQ Global Market, impose various requirements on the corporate governance practices of public companies. As a company with less than US$1.07 billion in revenues for our last fiscal year, we qualify as an "emerging growth company" pursuant to the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 of the Sarbanes-Oxley Act of 2002 in the assessment of the emerging growth company's internal control over financial reporting and permission to delay adopting new or revised accounting standards until such time as those standards apply to private companies. However, we have elected to "opt out" of this provision and, as a result, we will comply with new or revised accounting standards as required when they are adopted for public companies. This decision to opt out of the extended transition period under the JOBS Act is irrevocable.

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

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

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that reflect our current expectations and views of future events. The forward looking statements are contained principally in the sections entitled "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business." Known and unknown risks, uncertainties and other factors, including those listed under "Risk Factors," may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements.

You can identify some of these forward-looking statements by words or phrases such as "may," "will," "expect," "anticipate," "aim," "estimate," "intend," "plan," "believe," "is/are likely to," "potential," "continue" or other similar expressions. We have based these forward-looking statements

largely on our current expectations and projections about future events that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements include statements relating to:

- our goals and strategies;
- our future business development, financial conditions and results of operations;
- the expected growth of the online and offline retail markets of upscale products and services market in China;
- our expectations regarding demand for and market acceptance of our products and services;
- our expectations regarding our relationships with customers, suppliers and third-party sellers;
- our plans to invest in our fulfillment infrastructure and technology platform;
- competition in our industry; and
- relevant government policies and regulations relating to our industry.

These forward-looking statements involve various risks and uncertainties. Although we believe that our expectations expressed in these forward-looking statements are reasonable, our expectations may later be found to be incorrect. Our actual results could be materially different from our expectations. Important risks and factors that could cause our actual results to be materially different from our expectations are generally set forth in "Prospectus Summary — Our Challenges," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business," "Regulation" and other sections in this prospectus. You should thoroughly read this prospectus and the documents that we refer to with the understanding that our actual future results may be materially different from and worse than what we expect. We qualify all of our forward-looking statements by these cautionary statements.

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

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

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering and the Concurrent Private Placements of approximately US$, or approximately US$ if the underwriters exercise their over-allotment option in full, after deducting underwriting discounts and the estimated offering expenses payable by us. These estimates are based upon an assumed initial public offering price of US$ per ADS, the midpoint of the price range shown on the front cover page of this prospectus. A US$1.00 change in the assumed initial public offering price of US$ per ADS would, in the case of an increase, increase and, in the case of a decrease, decrease the net proceeds to us from this offering by US$, assuming the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us.

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

- approximately US$ to US$ to invest in our marketing and branding efforts, including enhancing our brand coverage and promotional activities, setting up additional offline experience centers and growing our active customers;
- approximately US$ to US$ to expand our logistics network;
- approximately US$ to US$ to strengthen our IT infrastructure and technology capabilities; and
- the balance for general corporate purposes, which may include working capital needs and potential acquisitions, investments and alliances, although we are not currently negotiating any such transactions.

The foregoing represents our current intentions based upon our present plans and business conditions to use and allocate the net proceeds of this offering and the Concurrent Private Placements. Our management, however, will have significant flexibility and discretion to apply the net proceeds of this offering and the Concurrent Private Placements. If an unforeseen event occurs or business conditions change, we may use the proceeds of this offering and the Concurrent Private Placements differently than as described in this prospectus. See "Risk Factors — Risks Related to This Offering and our American Depositary Shares — You must rely on the judgment of our management as to the use of the net proceeds from this offering and the Concurrent Private Placements, and such use may not produce income or increase our ADS price." Pending any use described above, we plan to invest the net proceeds in short-term, interest-bearing, debt instruments or demand deposits.

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

DIVIDEND POLICY

Our board of directors has discretion on whether to distribute dividends, subject to applicable laws. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our directors. Under Cayman Islands law, a Cayman Islands company may pay a dividend on its shares out of either profit or share premium amount, provided that in no circumstances may a dividend be paid if this would result in the company being unable to pay its debts due in the ordinary course of business. Even if our board of directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant.

We do not have any present plan to pay any cash dividends on our ordinary shares in the foreseeable future after this offering. We currently intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business.

We are a holding company incorporated in the Cayman Islands. We may rely on dividends from our subsidiaries in China for our cash requirements, including any payment of dividends to our shareholders. PRC regulations may restrict the ability of our PRC subsidiaries to pay dividends to us. See "Regulation — Regulations Relating to Dividend Distribution."

If we pay any dividends on our ordinary shares, we will pay those dividends which are payable in respect of the Class A ordinary shares underlying our ADSs to the depositary, as the registered holder of such Class A ordinary shares, and the depositary then will pay such amounts to our ADS holders in proportion to the Class A ordinary shares underlying the ADSs held by such ADS holders, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See "Description of American Depositary Shares." Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

CAPITALIZATION

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

- on an actual basis;
- on a pro forma basis to reflect (i) the redesignation of 6,571,429 ordinary shares held by Siku Holding Limited into [6,571,429] Class B ordinary shares on a one-for-one basis immediately prior to the completion of this offering, and (ii) the redesignation of all of the remaining ordinary shares and the automatic conversion of all of our preferred shares that are issued and outstanding into Class A ordinary shares on a one-for-one basis immediately prior to the completion of this offering.
- on a pro forma as adjusted basis to reflect (i) the redesignation of [6,571,429] ordinary shares held by Siku Holding Limited into [6,571,429] Class B ordinary shares on a one-for-one basis immediately prior to the completion of this offering, and (ii) the redesignation of all of the remaining ordinary shares and the automatic conversion of all of our preferred shares that are issued and outstanding into Class A ordinary shares on a one-for-one basis immediately prior to the completion of this offering, (iii) the sale of Class A ordinary shares in the form of ADSs by us in this offering at an assumed initial public offering price of US$ per ADS, the midpoint of the price range shown on the front cover page of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us, assuming the underwriters do not exercise the over-allotment option and (iv) the issuance and sale of Class A ordinary shares through the Concurrent Private Placements, calculated based on the midpoint of the estimated offering price range shown on the front cover page of this prospectus, with net proceeds of US$ to us.

You should read this table together with our consolidated financial statements and the related notes included elsewhere in this prospectus and the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	As of June 30, 2017					
	Actual		Pro forma		Pro forma as adjusted	
	RMB	US$	RMB	US$	RMB	US$
Series A-1 Redeemable Convertible Preferred Shares (US$0.001 par value, 1,250,000 shares authorized, issued and outstanding on an actual basis, none outstanding on a pro forma or pro forma as adjusted basis)	140,436	20,715	—	—		
Series A-2 Redeemable Convertible Preferred Shares (US$0.001 par value, 1,428,572 shares authorized, issued and outstanding on an actual basis, none outstanding on a pro forma or pro forma as adjusted basis)	157,680	23,259	—	—		
Series B Redeemable Convertible Preferred Shares (US$0.001 par value, 2,380,952 shares authorized, issued and outstanding on an actual basis, none outstanding on a pro forma or pro forma as adjusted basis)	325,133	47,960	—	—		
Series C Redeemable Convertible Preferred Shares (US$0.001 par value, 1,571,973 shares authorized, issued and outstanding on an actual basis, none outstanding on a pro forma or pro forma as adjusted basis)	221,215	32,631	—	—		
Series D Redeemable Convertible Preferred Shares (US$0.001 par value, 3,178,652 shares authorized, issued and outstanding on an actual basis, none outstanding on a pro forma or pro forma as adjusted basis)	486,783	71,804	—	—		
Series E Redeemable Convertible Preferred Shares (US$0.001 par value, 2,925,658 shares authorized, issued and outstanding on an actual basis, none outstanding on a pro forma or pro forma as adjusted basis)	535,170	78,942	—	—		
Redeemable non-controlling interest	5,330	786	5,330	786		
Total mezzanine equity	**1,871,747**	**276,097**	**5,330**	**786**		
Equity (Deficit):						
Ordinary shares (US$0.001 par value; 37,264,193 shares authorized, 7,500,000 shares issued and outstanding on an actual basis, [13,664,378] Class A ordinary shares and [6,571,429] Class B ordinary shares issued and outstanding on a pro-forma basis, and Class A ordinary shares and Class B ordinary shares issued and outstanding on a pro-forma as adjusted basis.)	47	7	133	19		
Accumulated losses	(1,473,916)	(217,414)	(1,473,916)	(217,414)		
Additional paid-in capital	—	—	1,866,331	275,299		
Accumulated other comprehensive loss	(48,337)	(7,130)	(48,337)	(7,130)		
Total equity (deficit) attributable to ordinary shareholders	**(1,522,206)**	**(224,537)**	**344,211**	**50,774**		
Non-redeemable non-controlling interest	1,935	285	1,935	285		
Total equity (deficit)	**(1,520,271)**	**(224,252)**	**346,146**	**51,059**		
Total mezzanine equity and equity (deficit)	**351,476**	**51,845**	**351,476**	**51,845**		

DILUTION

Our net tangible book value as of June 30, 2017 was approximately US$(29.90) per ordinary share and US$ per ADS. Net tangible book value represents the amount of total consolidated tangible assets, minus the amount of total consolidated liabilities and mezzanie equity. As of June 30, 2017, we do not have any intangible assets or goodwill, therefore our total consolidated tangible assets is equivalent to our total consolidated assets. Net tangible book value per ordinary share represents the amount of net tangible value divided by the total number of ordinary shares outstanding. Because the Class A ordinary shares and Class B ordinary shares have the same dividend and other rights, except for voting and conversion rights, the dilution is presented based on all ordinary shares, including Class A ordinary shares and Class B ordinary shares.

Without taking into account any other changes in such net tangible book value after June 30, 2017, other than to give effect to (i) our issuance and sale of ADSs in this offering, at an assumed initial public offering price of US$ per ADS, the mid-point of the estimated public offering price range, and after deduction of underwriting discounts and commissions and estimated offering expenses payable by us (assuming the over-allotment option is not exercised) and (ii) the issuance and sale of Class A ordinary shares through the Concurrent Private Placements, calculated based on the midpoint of the estimated offering price range shown on the front cover page of this prospectus, with net proceeds of US$ million to us, our pro forma net tangible book value as of June 30, 2017 would have been US$ per outstanding ordinary share, including Class A ordinary shares underlying our outstanding ADSs, or US$ per ADS. This represents an immediate increase in net tangible book value of US$ per ordinary share, or US$ per ADS, to existing shareholders and an immediate dilution in net tangible book value of US$ per ordinary share, or US$ per ADS, to purchasers of ADSs in this offering.

The following table illustrates the dilution on a per ordinary share basis assuming that the initial public offering price per Class A ordinary share is US$ and all ADSs are exchanged for Class A ordinary shares:

	Per Class A Ordinary Share		Per ADS
Assumed initial public offering price per Class A ordinary share	US$		US$
Net tangible book value per ordinary share as of June 30, 2017	US$	(29.90)	US$
Pro forma net tangible book value per ordinary share after giving effect to the conversion of our preferred shares	US$	2.52	US$
Amount of dilution in net tangible book value per ordinary share to new investors in the offering	US$		US$
Amount of dilution in net tangible book value per ADS to new investors in the offering	US$		US$
Pro forma as adjusted net tangible book value per share after giving effect to (i) the automatic conversion of all of issued and outstanding redeemable convertible preferred shares into Class A ordinary shares, (ii) the issuance of Class A ordinary shares in the form of ADSs in this offering, and (iii) the Concurrent Private Placements	US$		US$

A US$1.00 change in the assumed public offering price of US$ per ADS would, in the case of an increase, increase and, in the case of a decrease, decrease our pro forma net tangible book value after giving effect to the offering by US$ million, the pro forma net tangible book value per ordinary

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

The following table summarizes, on a pro forma basis as of June 30, 2017, the differences between the shareholders as of June 30, 2017 and the new investors with respect to the number of ordinary shares purchased from us in this offering and the Concurrent Private Placements, the total consideration paid and the average price per ordinary share paid at an assumed initial public offering price of US$ per ADS before deducting estimated underwriting discounts and commissions and estimated offering expenses.

	Ordinary Shares Purchased		Total Consideration		Average Price Per Ordinary Share	Average Price Per ADS
	Number	Percent	Amount	Percent	US$	US$
Existing shareholders						
New investors						
Total						

EXCHANGE RATE INFORMATION

Substantially all of our operations are conducted in China and most of our revenues and most of our expenses are denominated in RMB. This prospectus contains translations of RMB amounts into U.S. dollars at specific rates solely for the convenience of the reader. The conversion of RMB into U.S. dollars in this prospectus is based on the noon buying rate in New York for cable transfers of RMB as certified for customs purposes by the Federal Reserve Bank of New York. Unless otherwise noted, all translations from RMB to U.S. dollars in this prospectus are made at RMB6.7793 to US$1.00, the exchange rate in effect as of June 30, 2017. We make no representation that any RMB or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or RMB, as the case may be, at any particular rate, at the rates stated below, or at all. The PRC government imposes control over its foreign currency reserves in part through direct regulation of the conversion of RMB into foreign exchange and through restrictions on foreign trade. On August 18, 2017, the noon buying rate was RMB6.6700 to US$1.00.

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

	Certified Exchange Rate			
	Period End	Average[1]	Low	High
	(RMB per US$1.00)			
2012	6.2301	6.2990	6.3879	6.2221
2013	6.0537	6.1412	6.2438	6.0537
2014	6.2046	6.1704	6.2591	6.0402
2015	6.4778	6.2869	6.4896	6.1870
2016	6.9430	6.6549	6.9580	6.4480
2017				
February	6.8665	6.8694	6.8821	6.8517
March	6.8832	6.8940	6.9132	6.8687
April	6.8900	6.8876	6.8988	6.8778
May	6.8098	6.8843	6.9060	6.8098
June	6.7793	6.8066	6.8382	6.7793
July	6.7240	6.7694	6.8039	6.7240
August (through August 18, 2017)	6.6700	6.6908	6.7272	6.6460

Source: Federal Reserve Statistical Release

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

ENFORCEABILITY OF CIVIL LIABILITIES

We are incorporated in the Cayman Islands to take advantage of certain benefits associated with being a Cayman Islands exempted company, such as:

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

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

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

Our constituent documents do not contain provisions requiring that disputes, including those arising under the securities laws of the United States, between us, our officers, directors and shareholders, be arbitrated.

Most of our operations are conducted in China, and most of our assets are located in China. Most of our directors and executive officers are nationals or residents of jurisdictions other than the United States and a substantial portion of their assets are located outside the United States. As a result, it may be difficult for a shareholder to effect service of process within the United States upon these persons, or to enforce against us or them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States.

We have appointed Law Debenture Corporate Services Inc., located at 400 Madison Avenue, 4th Floor, New York, NY 10017 as our agent upon whom process may be served in any action brought against us under the securities laws of the United States.

Maples and Calder (Hong Kong) LLP, our legal counsel as to Cayman Islands law, and Han Kun Law Offices, our counsel as to PRC law, have advised us, respectively, that there is uncertainty as to whether the courts of the Cayman Islands and China, respectively, would:

- recognize or enforce judgments of United States courts obtained against us or our directors or officers predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States; or
- entertain original actions brought in each respective jurisdiction against us or our directors or officers predicated upon the securities laws of the United States or any state in the United States.

We have been informed by Maples and Calder (Hong Kong) LLP that there is uncertainty with regard to Cayman Islands law relating to whether a judgment obtained from the United States courts under civil liability provisions of the securities laws will be determined by the courts of the Cayman Islands as penal or punitive in nature. If such a determination is made, the courts of the Cayman Islands will not recognize or enforce the judgment against a Cayman Islands company. Because the courts of the Cayman Islands have yet to rule on whether such judgments are penal or punitive in nature, it is uncertain whether they would be enforceable in the Cayman Islands. Maples and Calder (Hong Kong) LLP has advised us that although there is no statutory enforcement in the Cayman Islands of judgments obtained in the federal or state courts of the United States, a judgment obtained in such jurisdiction will be recognized and enforced in the courts of the Cayman Islands at common law, without any re-examination of the merits of the underlying dispute, by

an action commenced on the foreign judgment debt in the Grand Court of the Cayman Islands, provided such judgment:

- is given by a foreign court of competent jurisdiction;
- imposes on the judgment debtor a liability to pay a liquidated sum for which the judgment has been given;
- is final;
- is not in respect of taxes, a fine or a penalty; and
- was not obtained in a manner and is not of a kind the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands.

Han Kun Law Offices has further advised us that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between China and the country where the judgment is made or on principles of reciprocity between jurisdictions. China does not have any treaties or other form of reciprocity with the United States or the Cayman Islands that provide for the reciprocal recognition and enforcement of foreign judgments. In addition, according to the PRC Civil Procedures Law, courts in the PRC will not enforce a foreign judgment against us or our directors and officers if they decide that the judgment violates the basic principles of PRC law or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the United States or in the Cayman Islands. Under the PRC Civil Procedures Law, foreign shareholders may originate actions based on PRC law against us in the PRC, if they can establish sufficient nexus to the PRC for a PRC court to have jurisdiction, and meet other procedural requirements, including, among others, the plaintiff must have a direct interest in the case, and there must be a concrete claim, a factual basis and a cause for the suit.

CORPORATE HISTORY AND STRUCTURE

In February 2008, Mr. Richard Rixue Li and Ms. Zhaohui Huang, our Founders, formed Hong Kong Secoo Investment Group Limited, or Hong Kong Secoo, in Hong Kong as a holding company. Our Founders also formed Beijing Secoo Trading Limited, or Beijing Secoo, in Beijing, China in April 2009. We commenced our current upscale product retail business under our Secoo brand through Beijing Secoo in 2011. We opened our first offline experience center in Beijing in January 2011 and launched our website in April in the same year. Our mobile application was launched in December 2013. In 2015 and 2016, we opened four more offline experience centers located in Shanghai, Chengdu, Hong Kong and Malaysia. We launched Secoo Check in April 2016, which allows customers to make payments for our merchandise products in installments. In 2016 and 2017, we achieved success in expanding supply arrangements with top global brands. For example, in 2016, we began collaboration with Tod's, under which Tod's makes customized products exclusively for us. In July 2016, we became Gentle Monster's first online retail platform for eyewear products in China. We became an authorized online retailers for Versace and Salvatore Ferragamo in China in November 2016 and February 2017, respectively. In June 2016, we entered into strategic cooperation partnership with China's largest real estate developer, Country Garden, and jointly incorporated Secoo Garden Tradings Sdn. Bhd. and opened our offline experience center in Malaysia to tap into southeast Asian market.

In January 2011, we incorporated Secoo Holding Limited in the Cayman Islands as our offshore holding company in order to facilitate international financing and acquired 100% of the equity interests in Hong Kong Secoo in February 2011. In May 2011, we established, through Hong Kong Secoo, a wholly owned PRC subsidiary, Kutianxia (Beijing) Information Technology Limited, or Kutianxia, which in turn established Beijing Zhiyi Heng Sheng Technology Service Co., Ltd in Beijing, China to conduct our after-sales repair and maintenance services in September 2012.

In September 2013, we incorporated Shanghai Secoo E-commerce Limited in Shanghai, China. Shanghai Secoo E-commerce Limited is wholly owned by Beijing Secoo and primarily operates our e-commerce business in China.

In September 2014, our Founders formed Beijing Wo Mai Wo Pai Auction Co., Ltd, or Beijing Auction, in Beijing, China, to operate the auction business and provide an online marketplace for auction sales of upscale products of Beijing Secoo and third-party vendors.

In January 2014, we incorporated Secoo Inc. in the United States. In March 2015, we incorporated Secoo Italia SRL in Italy. These two subsidiaries conduct business development in those regions.

Through Kutianxia, we obtained control over Beijing Secoo and Beijing Auction in May 2011 and September 2014, respectively, by entering into a series of contractual arrangements with Beijing Secoo and Beijing Auction and their respective shareholders. Beijing Secoo holds our ICP license as an internet information provider and operates our secoo.com website and Beijing Auction holds our license for auction businesses.

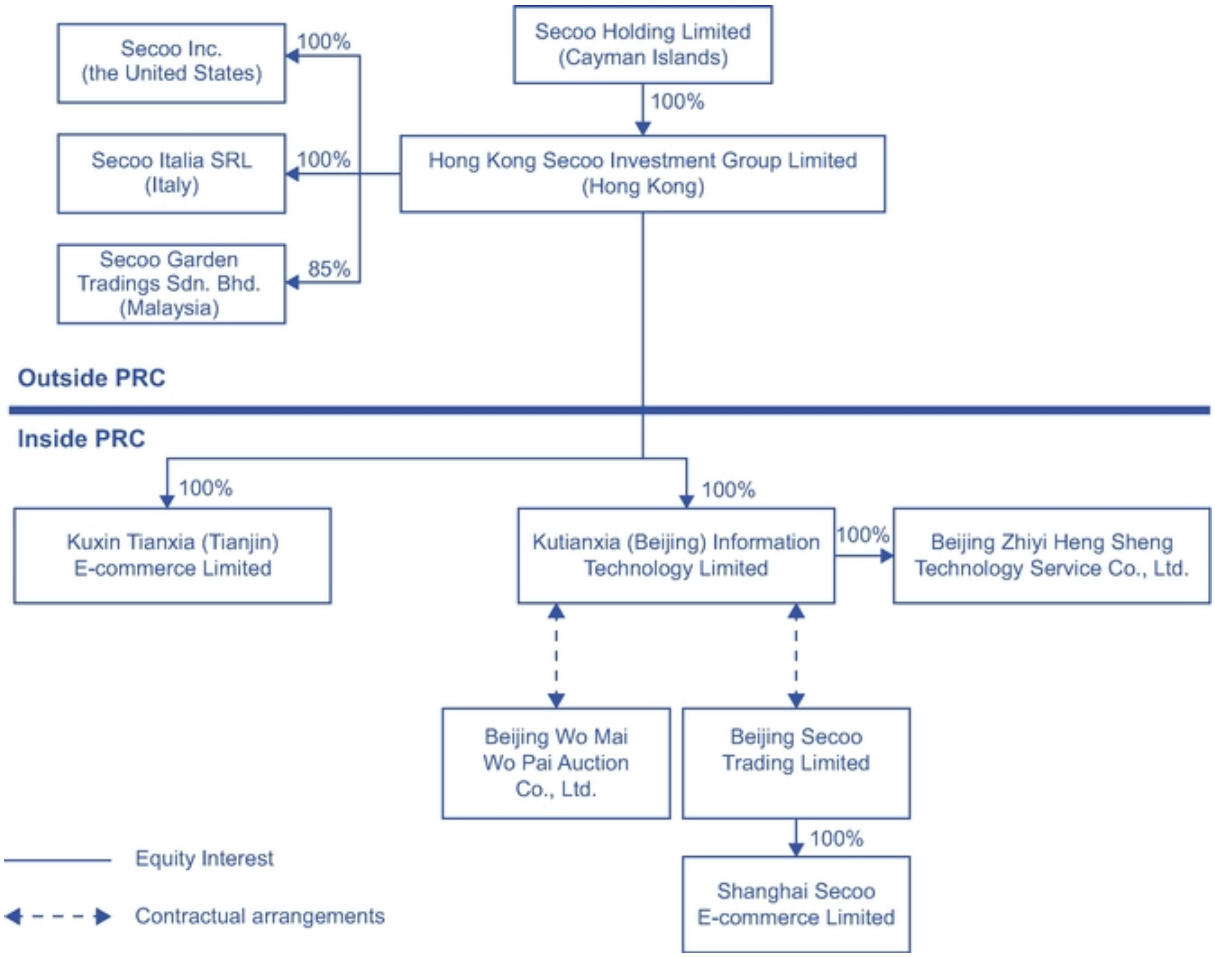
In December 2015, we incorporated Kuxin Tianxia (Tianjin) E-commerce Limited in Tianjin, China. Kuxin Tianxia (Tianjin) E-commerce Limited is wholly owned by Hong Kong Secoo and currently has no operation.

These contractual arrangements allow us to:

- exercise effective control over Beijing Secoo and Beijing Auction;
- receive substantially all of the economic benefits of Beijing Secoo and Beijing Auction; and
- have an exclusive option to purchase all or part of the equity interests in Beijing Secoo and Beijing Auction when and to the extent permitted by PRC law.

As a result of these contractual arrangements, we are the primary beneficiary of Beijing Secoo and Beijing Auction, and we treat them as our variable interest entities under U.S. GAAP. We have consolidated the financial results of Beijing Secoo and Beijing Auction and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. If Beijing Secoo, Beijing Auction or the shareholders of Beijing Secoo and Beijing Auction fail to perform their obligations under these contractual arrangements, which allow us to maintain effective control over Beijing Secoo and Beijing Auction, we may not be able to continue to consolidate the financial results and assets and liabilities of Beijing Secoo and Beijing Auction and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. Furthermore, our inability to exert effective control over Beijing Secoo and Beijing Auction may negatively affect our ability to conduct our business, which could materially and adversely affect our results of operations and financial condition. See "Risk Factors — Risks Related to our Corporate Structure — Any failure by our variable interest entities or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business."

The following diagram illustrates our corporate structure, including our major subsidiaries and variable interest entities, as of the date of this prospectus:



The following is a summary of the currently effective contractual arrangements by and among our wholly owned subsidiary, Kutianxia, our variable interest entities, Beijing Secoo and Beijing Auction, and the shareholders of Beijing Secoo and Beijing Auction.

§ **Agreements that provide us with effective control over Beijing Secoo and Beijing Auction**

Equity Pledge Agreements. On May 24, 2011, Kutianxia, Beijing Secoo and the shareholders of Beijing Secoo entered into equity pledge agreements which was renewed on May 8, 2017. Pursuant to these equity pledge agreements, each of the shareholders of Beijing Secoo pledges all of their equity interests in Beijing Secoo to guarantee Beijing Secoo's performance of its obligations under the exclusive business cooperation agreement. If Beijing Secoo breaches its contractual obligations under the exclusive business cooperation agreement, Kutianxia, as pledgee, will have the right to dispose of the pledged equity interests. The shareholders of Beijing Secoo agree that, during the term of the equity pledge agreements, they will not dispose the pledged equity interests or create or allow any encumbrance on the pledged equity interests, and they also agree that Kutianxia's rights relating to the equity pledge shall not be prejudiced by the legal actions of the shareholders, their successors or their designees. During the term of the equity pledge agreements, Kutianxia is entitled to all of the dividends and profits distributed on the pledged equity interests. The equity pledge agreements have a term of ten years which will be automatically extended corresponding to the extension of the exclusive business cooperation agreement, where applicable. The pledge on Beijing Secoo's equity interests contemplated in the equity pledge agreements became effective on January 11, 2012 when it was registered with Beijing Administration for Industry and Commerce, and the equity pledge registration was subsequently renewed on June 12, 2017. The equity pledge agreements shall be terminated as and when the exclusive business cooperation agreement terminates.

On September 15, 2014, Kutianxia, Beijing Auction and the shareholders of Beijing Auction entered into equity interest pledge agreements. Pursuant to these equity interest pledge agreements, each of the shareholders of Beijing Auction pledges all of their equity interests in Beijing Auction to guarantee their and Beijing Auction's performance of obligations under the exclusive business cooperation agreement and the loan agreements. If Beijing Auction or their shareholders breach their contractual obligations under these agreements, Kutianxia, as pledgee, will have the right to dispose of the pledged equity interests. The shareholders of Beijing Auction agree that, during the term of the equity interest pledge agreements, they will not dispose of the pledged equity interests or create or allow any encumbrance on the pledged equity interests without prior written consent of Kutianxia, and they will notify Kutianxia if its rights relating to the equity interest pledge might be prejudiced by any events. During the term of the equity interest pledge agreements, Kutianxia has the right to receive all of the dividends and profits distributed on the pledged equity interests. The pledge on Beijing Auction's equity interests contemplated in the equity pledge agreements became effective on February 15, 2015 when it was registered with Beijing Administration for Industry and Commerce in accordance with the PRC Property Rights Law, and will remain effective until Beijing Auction and its shareholders discharge all their obligations under the exclusive business cooperation agreement and the loan agreements.

Exclusive Option to Purchase Agreements. On May 24, 2011, Kutianxia, Beijing Secoo and the shareholders of Beijing Secoo entered into exclusive option to purchase agreements. Pursuant to these exclusive option to purchase agreements, each of the shareholders of Beijing Secoo irrevocably grants Kutianxia an exclusive option to purchase, or have its designated person to purchase, at its discretion, to the extent permitted under PRC law, all or part of the shareholders' equity interests in Beijing Secoo at the lowest price permitted by applicable PRC law. Beijing Secoo and its shareholders agree not to undertake any acts which may adversely affect the interests and rights of Kutianxia in Beijing Secoo without the prior consent of Kutianxia. The shareholders of Beijing Secoo commit that without the prior written consent of Kutianxia, they will not sell, pledge or dispose of their equity interests in Beijing Secoo to any other parties. Beijing Secoo commits that without the prior written consent of Kutianxia, it will not increase or decrease its registered capital, amend its articles of association, sell, pledge, dispose of or permit a lien to be created on its assets, commit to any debts or liabilities not arising in the ordinary course of business, grant any loans or credit to any person, enter into any material contracts not in the ordinary course of business, enter into any investments, business acquisitions or combinations, dissolving Beijing Secoo, or distribute dividends to the shareholders. Beijing Secoo and the shareholders of Beijing Secoo shall procure that

individuals recommended by Kutianxia will be appointed as directors of the company. Beijing Secoo shall provide financial information to Kutianxia at the request of Kutianxia and ensure the continuance of the business. The Agreement has an initial term of ten years and is renewable at the election of Kutianxia.

On September 15, 2014, Kutianxia, Beijing Auction and the shareholders of Beijing Auction entered into exclusive option agreements. Pursuant to these exclusive option agreements, each of the shareholders of Beijing Auction irrevocably grants Kutianxia an exclusive option to purchase, or have its designated person to purchase, at its discretion, to the extent permitted under PRC law, all or part of the shareholders' equity interests in Beijing Auction. In addition, the purchase price shall be RMB 1 million in aggregate, which equals the amount that the shareholders contributed to Beijing Auction as registered capital for the equity interests to be purchased, or if the PRC law requires a minimum price higher than the aforesaid price, be the lowest price permitted by applicable PRC law. Beijing Auction and its shareholders agree not to undertake any acts which may adversely affect the interests and rights of Kutianxia in Beijing Secoo without the prior written consent of Kutianxia and must guarantee Beijing Auction's continuance. Without the prior written consent of Kutianxia, Beijing Auction may not increase or decrease the registered capital, dispose of its material assets, enter into any material contract, engage in merger and acquisitions, invest in third parties, distribute dividends to the shareholder, amend its articles of association and provide any loans or credits to any third parties. The shareholders of Beijing Auction agree that, without the prior written consent of Kutianxia, they will not transfer or otherwise dispose of their equity interests in Beijing Auction or create or allow any encumbrance on the equity interests. The exclusive purchase option agreement will remain effective until all equity interests in Beijing Auction held by its shareholders are transferred or assigned to Kutianxia or its designees.

Powers of Attorney. Pursuant to the powers of attorney, each of the shareholders of Beijing Secoo irrevocably appoints Kutianxia as its attorney-in-fact to exercise on its behalf any and all rights that such shareholders have in respect of their equity interests in Beijing Secoo conferred by relevant laws and regulations and the articles of associate of Beijing Secoo. The power of attorney became effective on May 24, 2011 and will remain effective as long as long as these shareholders remain as shareholders of Beijing Secoo.

Pursuant to the powers of attorney, the shareholders of Beijing Auction each irrevocably appointed Kutianxia as their attorney-in-fact in respect of their shareholdings, including voting on their behalf on all matters of Beijing Auction that requires shareholder approval under PRC laws and regulations as well as Beijing Auction's articles of association. The power of attorney became effective on September 15, 2014 and will remain effective until the date the shareholders of Beijing Auction cease to hold any equity interest in Beijing Auction.

Loan Agreements. Under the loan agreements between Kutianxia and each of the shareholders of Beijing Auction dated as of September 15, 2014, Kutianxia made interest-free loans in an aggregate amount of RMB1 million to the shareholders of Beijing Auction exclusively for the purpose of the initial capitalization of Beijing Auction. The loans can only be repaid with the proceeds derived from the sale of all of the equity interests in Beijing Auction to Kutianxia or its designated representatives pursuant to the exclusive option agreements. The term of the loan agreement is ten years from the date of the loan agreement and may be extended upon mutual consent of the parties.

§ **Agreements that allows us to receive economic benefits from Beijing Secoo and Beijing Auction**

Exclusive Business Cooperation Agreement. Under the exclusive business cooperation agreement between Kutianxia and Beijing Secoo dated May 24, 2011, and as amended on March 26, 2015 with a retrospective effect, Kutianxia is appointed as the exclusive service provider for the provision of business support and technology and consulting services to Beijing Secoo. The service fees payable by Beijing Secoo to Kutianxia depend on the amount of services provided and the market value for those services. Beijing Secoo is required to provide its financial statements and all the related records of operations, business

contracts and financial information to Kutianxia within a stipulated period of time subsequent to the financial year end. Kutianxia shall exclusively own the intellectual property rights created by Kutianxia or Beijing Secoo, as a result of the performance of this agreement. The agreement has an initial term of ten years and can be extended at the sole election of Kutianxia. Beijing Secoo is not permitted to terminate the agreement unless Kutianxia commits gross negligence or fraud.

Under the exclusive business cooperation agreement between Kutianxia and Beijing Auction dated September 15, 2014, and as amended on March 26, 2015 with a retrospective effect, Kutianxia is appointed as the exclusive service provider for the provision of business support and technology and consulting services to Beijing Auction. The service fees payable by Beijing Auction to Kutianxia depend on the amount of services provided and the market value for those services. Beijing Auction is required to provide its financial statements and all the related records of operations, business contracts and financial information to Kutianxia within a stipulated period of time subsequent to the financial year end. Kutianxia shall exclusively own the intellectual property. The agreement shall remain effective unless terminated by Kutianxia pursuant to the provisions of the agreement.

Exclusive Option Agreement to Purchase Intellectual Properties. On May 24, 2011, Kutianxia and Beijing Secoo entered into an exclusive option agreement to purchase intellectual properties, pursuant to which Beijing Secoo granted to Kutianxia or its designees an exclusive and irrevocable right to purchase, to the extent permitted by the PRC law, a list of specified intellectual properties at any time Kutianxia would desire. The intellectual properties comprise domain names, copyright of the design or content of the websites, trademarks owned by Beijing Secoo and all intellectual properties purchased or developed by Beijing Secoo during the term of the Agreement, including but not limited to trademarks, trademark applications, patents, patent applications, software copyright, domain names, websites and technology knowhow. The agreement has a term of ten years and is renewable at the option of Kutianxia for another ten years.

In the opinion of Han Kun Law Offices, our PRC legal counsel:

- the ownership structures of Kutianxia Information, our PRC Subsidiary, and our variable interest entities and Beijing Secoo and Beijing Auction, both currently and immediately after giving effect to this offering, will not result in any violation of PRC laws or regulations currently in effect; and

- the contractual arrangements among our PRC Subsidiary, our variable interest entities and their respective shareholders governed by PRC law both currently and immediately after giving effect to this offering are valid, binding and enforceable, and will not result in any violation of PRC laws or regulations currently in effect.

However, there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules. Accordingly, the PRC regulatory authorities may in the future take a view that is contrary to the above opinion of our PRC legal counsel. If the PRC government finds that the agreements that establish the structure for operating our online retail or auction businesses do not comply with PRC government restrictions on foreign investment in e-commerce and related businesses, including but not limited to online retail or auction businesses, we could be subject to severe penalties including being prohibited from continuing operations. See "Risk Factors — Risks Related to Our Corporate Structure — If the PRC government deems that the contractual arrangements in relation to Beijing Auction and Beijing Secoo do not comply with PRC regulatory restrictions on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations." and "Risk Factors — Risks Related to Doing Business in China — Uncertainties with respect to the PRC legal system could adversely affect us."

SELECTED CONSOLIDATED FINANCIAL DATA

The following selected consolidated statements of comprehensive income/(loss) data (other than ADS data and US$ data) for the years ended December 31, 2015 and 2016, selected consolidated balance sheets data (other than US$ data) as of December 31, 2015 and 2016 and selected consolidated statements of cash flows data (other than US$ data) for the years ended December 31, 2015 and 2016 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our consolidated financial statements are prepared and presented in accordance with U.S. GAAP. The following summary consolidated statements of comprehensive income/(loss) data (other than ADS data and US$ data) for the six months ended June 30, 2016 and 2017 and summary consolidated balance sheet data (other than US$ data) as of June 30, 2017 have been derived from our unaudited condensed consolidated financial statements included elsewhere in this prospectus and have been prepared on the same basis as our audited consolidated financial statements and include all adjustments, consisting only of normal and recurring adjustments, that we consider necessary for a fair presentation of our financial position and operating results for the periods presented. Our historical results are not necessarily indicative of results expected for any future periods. You should read this Selected Consolidated Financial Data section together with our consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus.

	Year Ended December 31,			Six Months Ended June 30,		
	2015	2016		2016	2017	
	RMB	RMB	US$	RMB	RMB	US$
	(in thousands, except for share, per share and per ADS data)					
Selected Consolidated Statements of Comprehensive Income/(Loss) Data						
Net revenues:						
Merchandise sales	1,724,739	2,566,872	378,634	1,024,692	1,326,384	195,652
Marketplace and other services	18,389	26,950	3,975	8,425	20,294	2,994
Total net revenues	1,743,128	2,593,822	382,609	1,033,117	1,346,678	198,646
Cost of revenues	(1,526,047)	(2,193,676)	(323,584)	(876,448)	(1,120,180)	(165,235)
Gross profit	217,081	400,146	59,025	156,669	226,498	33,411
Total operating expenses	(428,869)	(429,378)	(63,337)	(228,089)	(174,912)	(25,801)
(Loss)/profit from operations	(211,788)	(29,232)	(4,312)	(71,420)	51,586	7,610
Net (loss)/profit	(222,003)	(44,573)	(6,575)	(74,905)	52,344	7,722
Net loss attributable to ordinary shareholders of Secoo Holding Limited	(435,693)	(640,359)	(94,458)	(330,799)	(110,751)	(16,335)
Net loss per share — Basic and diluted	(81.22)	(89.06)	(13.14)	(52.76)	(14.77)	(2.18)
Net loss per ADS[1] — Basic and diluted						
Weighted average number of shares outstanding used in computing net loss per share — Basic and diluted	5,364,536	7,189,933	7,189,933	6,269,733	7,500,000	7,500,000

Note:

(1) Two ADSs represent one Class A ordinary share.

	As of December 31,			As of June 30, 2017	
	2015	2016			
	RMB	RMB	US$	RMB	US$
	(All amounts in thousands)				
Selected Consolidated Balance Sheets Data					
Cash and cash equivalents	284,622	55,555	8,195	34,897	5,147
Restricted cash	155,584	155,792	22,981	155,610	22,954
Accounts receivable	7,518	20,992	3,096	28,809	4,250
Inventories, net	464,488	752,103	110,941	910,861	134,359
Total assets	983,138	1,045,816	154,266	1,201,519	177,232
Accounts payable	289,061	274,629	40,510	310,700	45,831
Total liabilities	665,466	739,435	109,072	850,043	125,387
Total mezzanine equity	1,079,939	1,754,534	258,808	1,871,747	276,097
Total deficit	762,267	1,448,153	213,614	1,520,271	224,252
Total liabilities, mezzanine equity and deficit	983,138	1,045,816	154,266	1,201,519	177,232
Number of outstanding ordinary shares	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000

	Year Ended December 31,			Six Months Ended June 30,		
	2015	2016		2016	2017	
	RMB	RMB	US$	RMB	RMB	US$
	(All amounts in thousands)					
Selected Consolidated Statements of Cash Flows Data						
Net cash used in operating activities	(126,759)	(250,668)	(36,975)	(265,247)	(64,619)	(9,531)
Net cash used in investing activities	(15,386)	(11,666)	(1,721)	(3,839)	(9,918)	(1,463)
Net cash provided by financing activities	365,179	44,269	6,530	22,205	48,702	7,184
Net increase (decrease) in cash and cash equivalents	223,034	(218,065)	(31,166)	(246,881)	(25,835)	(3,810)
Cash and cash equivalents at the beginning of the year	71,783	284,622	41,984	284,622	55,555	8,195
Cash and cash equivalents at the end of the year	284,622	55,555	8,195	34,427	34,897	5,147

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

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

§ Overview

We are Asia's largest integrated online upscale products and services platform as measured by GMV in 2016, according to the Frost & Sullivan report. We have experienced significant growth since we commenced our business operations in 2011. Our GMV grew from RMB2,572.6 million in 2015 to RMB3,470.2 million (US$511.9 million) in 2016. For the six months ended June 30, 2017, our GMV was RMB1,924.6 million (US$283.9 million), compared to the GMV of RMB1,276.5 million for the six months ended June 30, 2016.

We offer an integrated online and offline shopping platform, which consists of our Secoo.com website, mobile applications and offline experience centers. Our online platform facilitates easy product selection, order processing and convenient payment methods, such as our Secoo Check, which allows customers to make payments for our merchandise products in installments on our online platform directly. We complement our online platform with offline experience centers to provide superior customer and membership services and experience. We have strategically opened five offline experience centers in popular shopping destinations and central business districts in China, Hong Kong and Malaysia which strengthened our Secoo brand creditability and enhanced our brand presence. In addition, we are cooperating with brand boutiques such as Versace boutiques for our customers to pick up products ordered on our online platform in these stores. Our platform brings a world of upscale products and a variety of high-end services to the fingertips of our customers.

We have built a trusted and comprehensive global supply chain for upscale products and lifestyle services. As Asia's largest online integrated upscale products and services platform, we have attracted a broad and large base of suppliers of upscale products, including brands, brand authorized distributors and individual and corporate suppliers. Our comprehensive global supply chain is designed to meet the diverse purchase preferences and needs of our customers, varying from in-season luxury products, to highly sought-after classic styles, and to vintage and rare products. A number of top-tier global brands directly supply us their brand products, such as Tod's, Salvatore Ferragamo and Versace. For products supplied to us by other individual and corporate suppliers, we apply our sophisticated authentication procedures to ensure that every product offered on our platform is authentic and of high quality.

We currently generate substantially all of our net revenues from merchandise sales, whereby we act as principal for the direct sale of upscale products to customers. Merchandise sales revenues are recorded on a gross basis, net of surcharges and taxes. We also generate marketplace services revenues, whereby we act as service provider to third-party merchants and charge fees for the sales of upscale products on our online platform. Marketplace services revenues are recorded on a net basis. Further, we also generate other service revenue from providing repair and maintenance services and advertising service.

Our net revenues grew from RMB1,743.1 million in 2015 to RMB2,593.8 million (US$382.6 million) in 2016, and increased from RMB1,033.1 million for the six months ended June 30, 2016 to RMB1,346.7 million (US$198.6 million) for the six months ended June 30, 2017. We had net losses of

RMB222.0 million and RMB44.6 million (US$6.6 million) in 2015 and 2016, respectively. For the six months ended June 30, 2017, we recorded a net profit of RMB52.3 million (US$7.7 million), compared to a net loss of RMB74.9 million for the six months ended June 30, 2016.

§ **Key Factors Affecting Our Results of Operations**

Our business and operating results are affected by general factors affecting the online retail market in China, including China's overall economic growth, the increase in per capita disposable income, the expansion of the urbanization, the growth of middle and high income classes, the growth in consumer spending and retail industry, governmental policies towards the cross-border e-commerce industry and the expansion of internet and mobile penetration. Unfavorable changes in any of these general factors could affect the demand for the products offered by us and could materially and adversely affect our results of operations.

While our business is influenced by general factors affecting our industry, our operating results are more directly affected by certain company-specific factors, including:

- § our ability to attract and retain customers at reasonable cost;
- § our ability to establish and maintain strong and long-term relationships with suppliers, including top-tier brands, and procure products at favorable terms;
- § our ability to manage our mix of product categories and high-end lifestyle services;
- § our ability to sustain growth and increase revenues while improving operating efficiency;
- § our ability to control marketing and sales expenses through precise and targeted marketing leveraging business intelligence system and big data technology capabilities, while promoting our brand and platform cost effectively; and
- § our ability to compete effectively and to execute our strategies successfully.

§ **Key Components of Results of Operations**

Net Revenues

We derive revenues from the sale of upscale products and services offered on our online platforms and in our offline experience centers. We commenced our current merchandising sales business model in 2011. We currently generate substantially all of our revenues from merchandise sales, whereby we act as principal for the direct sale of upscale products to customers. Merchandise sales revenues are recorded on a gross basis, net of discount, sales return, surcharges and taxes.

We also generate marketplace services revenues, whereby we act as service provider to third-party merchants and charge fees for the sales of upscale products and services on our online platform. We began to expand our marketplace services business in 2014. Our marketplace services revenues are recorded on a net basis. Further, we also generate other service revenue from providing repair and maintenance services and advertising service. Other service revenue is recognized upon provision of the service.

The following table sets forth the key factors that directly affect our net revenues for the periods indicated:

	Year Ended December 31,					Six Months Ended June 30,				
	2015		2016			2016		2017		
GMV (in RMB millions)	RMB	%	RMB	US$	%	RMB	%	RMB	US$	%
Online GMV										
Mobile applications	1,379.5	53.6	2,600.1	383.5	74.9	894.4	70.1	1,612.3	237.8	83.8
Web	645.5	25.1	514.8	75.9	14.8	231.9	18.2	211.0	31.1	11.0
Total online GMV	2,025.0	78.7	3,114.9	459.5	89.7	1,126.3	88.2	1,823.3	269.0	94.7
Offline GMV	547.6	21.3	355.3	52.4	10.3	150.2	11.8	101.3	14.9	5.3
Total GMV (in RMB millions)	2,572.6	100.0	3,470.2	511.9	100.0	1,276.5	100.0	1,924.6	283.9	100.0
Total orders (in thousands)	623.8		953.7			374.3		515.3		

	Year Ended December 31,					Six months Ended June 30,				
	2015		2016			2016		2017		
Revenue (in RMB thousands)	RMB	%	RMB	US$	%	RMB	%	RMB	US$	%
Online Revenue										
Mobile applications	879,994	50.5	1,826,312	269,395	70.4	689,360	66.7	1,083,092	159,765	80.4
Web	396,850	22.8	446,389	65,846	17.2	211,167	20.5	174,961	25,808	13.0
Total online revenue	1,276,844	73.3	2,272,701	335,241	87.6	900,527	87.2	1,258,053	185,573	93.4
Offline revenue	466,284	26.7	321,121	47,368	12.4	132,590	12.8	88,625	13,073	6.6
Total revenue	1,743,128	100.0	2,593,822	382,609	100.0	1,033,117	100.0	1,346,678	198,646	100.0

We monitor and strive to improve the following key business metrics to generate higher revenues:

Total number of orders. Our total number of orders were 623.8 thousand in 2015 and 953.7 thousand in 2016, respectively. Total numbers of orders were 374.3 thousand and 515.3 thousand for the six months ended June 30, 2016 and 2017, respectively. The increases are contributed by our increase of product and service offerings to customers, as well as our targeted and precise marketing that increases customers purchase frequency.

Total GMV. We define GMV as the total value of all orders of products and services, excluding the value of whole car sales, placed on our online platform and in our offline experience centers, regardless of whether the products or services are delivered, returned or cancelled, as applicable. We consider GMV an important indicator of our growth and business performance as it measures the volume of transactions through our merchandise sales as well as marketplace services. Our GMV grew by 34.9% from RMB2,572.6 million in 2015 to RMB3,470.2 million (US$511.9 million) in 2016, which is in line with our growth of total number of orders. Our total online GMV increased by 53.8% from RMB2,025.0 million in 2015 to RMB3,114.9 million (US$459.5 million) in 2016 due to the change of customer's preference to shop online. Our offline GMV decreased by 35.1% from RMB547.6 million in 2015 to RMB355.3 million (US$52.4 million) in 2016. Our GMV increased by 50.8% from RMB1,276.5 million for the six months ended June 30, 2016 to RMB1,924.6 million (US$283.9 million) for the six months ended June 30, 2017. Our total online GMV increased by 61.9% from RMB1,126.3 million for the six months ended June 30, 2016 to RMB1,823.3 million (US$269.0 million) for the six months ended June 30, 2017. Our

total offline GMV decreased by 32.6% from RMB150.2 million for the six months ended June 30, 2016 to RMB101.3 million (US$14.9 million) for the six months ended June 30, 2017.

Our revenue generated from mobile application, which contributed the majority of our revenue, increased from RMB880.0 million in 2015 to RMB1,826.3 million (US$269.4 million) in 2016. For the six months ended June 30, 2016 and 2017, revenue from our mobile application was RMB689.4 million and RMB1,083.1 million (US$159.8 million), respectively. We generated 73.3% and 87.6% of our total revenue through our online platform in 2015 and 2016, respectively. For the six months ended June 30, 2016 and 2017, we generated 87.2% and 93.4%, respectively, of our total revenue from online platform.

The table below sets forth a breakdown of our revenues from our merchandise sales, and marketplace and other services for the periods indicated:

	Year Ended December 31,			Six months Ended June 30,		
	2015	2016		2016	2017	
	RMB	RMB	US$	RMB	RMB	US$
	(in thousands)					
Merchandise sales	1,724,739	2,566,872	378,634	1,024,692	1,326,384	195,652
Marketplace and other services	18,389	26,950	3,975	8,425	20,294	2,994
Total	1,743,128	2,593,822	382,609	1,033,117	1,346,678	198,646

In 2016, we generated approximately 99.0% and 1.0% of our revenue from our merchandise sales, and marketplace and other services, respectively. For the six months ended June 30, 2017, approximately 98.5% and 1.5% of our revenues were generated from our merchandise sales, and marketplace and other services, respectively. Other services mainly include advertising and maintenance services and amounted to RMB7.8 million, RMB11.2 million (US$1.7 million), RMB3.2 million and RMB7.2 million (US$1.1 million) in 2015, 2016 and six months ended June 30, 2016 and 2017, respectively. We expect revenue contribution from our marketplace and other services to increase in the near future.

The table below sets forth the respective revenue contributions of (i) our company and our subsidiaries and (ii) our consolidated variable interest entities and their subsidiaries for the periods indicated as a percentage of total net revenues:

	Year Ended December 31,		Six Months Ended June 30,	
	2015	2016	2016	2017
Our company and our subsidiaries	10%	8%	13%	8%
Our variable interest entities and their subsidiaries	90%	92%	87%	92%
Total net revenues	100%	100%	100%	100%

We expect to continue to generate a substantial majority of our revenues from our consolidated variable interest entities in the near future.

Cost of revenues

Our cost of revenues consists of primarily cost of merchandise sold and inventory write-downs, repair and maintenance staff payroll and related equipment depreciation. Our cost of goods sold does not include payment processing, packaging material and product delivery costs. Therefore, our cost of revenues may not be comparable to other companies which include such expenses in their cost of revenues.

Operating expenses

Our operating expenses consist of (i) marketing expenses, (ii) fulfillment expenses, (iii) technology and content development expenses, and (iv) general and administrative expenses. The following table sets forth the components of our operating expenses both in absolute amount and as a percentage of total net revenues for the periods indicated:

	Year Ended December 31,					Six months Ended June 30,				
	2015		2016			2016		2017		
	RMB	%	RMB	US$	%	RMB	%	RMB	US$	%
	(in thousands, except percentages)									
Fulfillment	66,546	3.8	82,047	12,103	3.2	41,285	4.0	35,750	5,273	2.7
Marketing	243,558	14.0	218,759	32,269	8.4	119,362	11.6	83,451	12,310	6.2
Technology and content development	40,904	2.3	54,262	8,004	2.1	28,686	2.8	25,768	3,801	1.9
General and administrative	77,861	4.5	74,310	10,961	2.9	38,756	3.8	29,943	4,417	2.2
Total operating expenses	428,869	24.6	429,378	63,337	16.6	228,089	22.1	174,912	25,801	13.0

Fulfillment expenses. Fulfillment expenses consist primarily of packaging material costs, shipping costs and costs incurred in operating and staffing our fulfillment/logistics and customer service centers, including costs attributable to receiving, inspecting and warehousing inventories; picking, packaging, and preparing customer orders for shipment; third-party payment platform charges and responding to customer inquiries. Fulfillment expenses also include amounts charged by third parties that assist us in product deliveries and payment collections. Expenses related to our product authentication procedures, including personnel and equipment expenses, are recorded also under fulfillment expenses. We will continue to invest in our fulfillment and delivery network to support our long-term growth and in the meantime seek to achieve lower delivery cost by establishing further cooperation with third party couriers as our bargaining power increases. We expect that our fulfillment expenses will continue to increase in absolute amount with per order fulfillment expenses decreasing as a result of our continued business growth.

Marketing expenses. Marketing expenses consist primarily of advertising expenses, rental charges, public relation costs, office expenses, depreciation costs, brand fee, payroll and related expenses for personnel engaged in marketing activities. Advertising expenses take up the biggest portion in marketing expenses. We expect our marketing expenses to continue to decrease in absolute amount in the near future as a result of our enhanced ability to conduct precise and targeted marketing leveraging our business intelligence system and big data technology.

Technology and content development expenses. Technology and content development expenses consist primarily of technology infrastructure expenses, payroll and related costs for employees involved in application development, category expansion, editorial content production on our online platform and system support expenses, as well as costs associated with computation, storage and telecommunication infrastructures. As we continue to expand our technological capabilities to support our anticipated growth

and enhance customer experience, we expect our technology and content expenses to continue to increase in absolute amount in the foreseeable future.

General and administrative expenses. General and administrative expenses consist primarily of payroll and related costs for employees involved in general corporate functions, including accounting, finance, tax, legal and human resources, professional fees for third parties and other general corporate costs, as well as costs associated with the use of facilities and equipment for these general corporate functions, such as depreciation and rental expenses. As our business further grows and we become a public company after the completion of this offering, we expect our general and administrative expenses to continue to increase in absolute amount in the foreseeable future.

Other expenses / (income)

Other expenses consist of (i) interest expense and (ii) foreign currency exchange losses/(gains). The following table sets forth the components of other expenses both in absolute amount and as a percentage of total net revenues for the periods indicated:

	Year Ended December 31,					Six months Ended June 30,				
	2015		2016			2016		2017		
	RMB	%	RMB	US$	%	RMB	%	RMB	US$	%
	(in thousands, except percentages)									
Interest expense, net	2,790	0.2	3,923	579	0.2	1,458	0.1	3,017	445	0.2
Foreign currency exchange losses/(gains)	7,425	0.4	11,418	1,684	0.4	2,027	0.2	(3,775)	(557)	(0.3)
Total other expenses / (income)	10,215	0.6	15,341	2,263	0.6	3,485	0.3	(758)	(112)	(0.1)

Interest expense. Our interest expense is comprised of interest payments and incidental charges associated with our bank borrowings.

Foreign currency exchange losses/(gains). Foreign currency exchange losses/(gains) are primarily due to the foreign currency exchange losses/(gains) in association with the restricted cash held by our Hong Kong subsidiary.

§ **Taxation**

Cayman Islands

We are incorporated in the Cayman Islands. Under the current law of the Cayman Islands, we are not subject to income or capital gains tax in the Cayman Islands. In addition, our payment of dividends to our shareholders, if any, is not subject to withholding tax in the Cayman Islands.

Hong Kong

Our subsidiary incorporated in Hong Kong is subject to the uniform tax rate of 16.5%. Under the Hong Kong tax laws, it is exempted from the Hong Kong income tax on its foreign-derived income and there are no withholding taxes in Hong Kong on the remittance of dividends. No provision for Hong Kong tax has been made in our consolidated financial statements, as our Hong Kong subsidiary had not generated any assessable income since inception.

PRC

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

relevant PRC income tax laws. Under the PRC Enterprise Income Tax Law and its implementation rules, both of which became effective on January 1, 2008, a uniform 25% enterprise income tax rate is generally applicable to both foreign-invested enterprises and domestic enterprises, unless they qualify for certain exceptions. Our PRC subsidiaries and consolidated variable interest entities are all subject to the tax rate of 25% for the periods presented in the consolidated financial statements included elsewhere in this prospectus.

Under the PRC Enterprise Income Tax Law and its implementation rules, dividends from our PRC subsidiaries paid out of profits generated after January 1, 2008, are subject to a withholding tax of 10%, unless there is a tax treaty with China that provides for a different withholding tax rate. Distributions of profits generated before January 1, 2008 are exempt from PRC withholding tax. Pursuant to the Arrangement between Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Tax Evasion on Income, the withholding tax rate with respect to the payment of dividends by a PRC enterprise to a Hong Kong enterprise is reduced to 5% from a standard rate of 10%, if such Hong Kong enterprise directly holds at least 25% equity interest in the PRC enterprise. Pursuant to the Notice of the State Administration of Taxation on the Issues concerning the Application of the Dividend Clauses of Tax Agreements, or Circular 81, a Hong Kong resident enterprise must meet the following conditions, among others, in order to enjoy the reduced withholding tax rate: (i) it must be a company; (ii) it must directly own the required percentage of equity interest and voting rights in the PRC resident enterprise; and (iii) it must have directly owned such required percentage in the PRC resident enterprise throughout the 12 months prior to receiving the dividends. Furthermore, the Administrative Measures for Tax Convention Treatment for Non-resident Taxpayers, which became effective in November 2015 and replaced the Administrative Measures for Non-Resident Enterprises to Enjoy Treatments under Tax Treaties (For Trial Implementation), provide that any non-resident enterprise meeting conditions for enjoying the convention treatment may be entitled to the convention treatment itself when filing a tax return or making a withholding declaration through a withholding agent, subject to the subsequent administration by the tax authorities. There are also other conditions for enjoying the reduced withholding tax rate according to other relevant tax rules and regulations. Accordingly, Hong Kong Secoo may be able to benefit from the 5% withholding tax rate for the dividends it receives from Kutianxia, if it satisfies the conditions prescribed under Circular 81 and other relevant tax rules and regulations, and obtains the approvals as required. However, according to Circular 81, if the relevant tax authorities consider the transactions or arrangements we have are for the primary purpose of enjoying a favorable tax treatment, the relevant tax authorities may adjust the favorable withholding tax. Under the PRC Enterprise Income Tax Law, an enterprise established outside of the PRC with "de facto management bodies" within the PRC is considered a resident enterprise and will be subject to the enterprise income tax at the rate of 25% on its global income. The implementation rules define the term "de facto management bodies" as the body that exercises full and substantial control and overall management over the business, production, personnel, accounts and properties of an enterprise. Circular 82 provides certain specific criteria for determining whether the "de facto management body" of a Chinese-controlled offshore-incorporated enterprise is located in China. Although Circular 82 only applies to offshore enterprises controlled by PRC enterprises, not those controlled by PRC individuals, the determining criteria set forth in Circular 82 may reflect the SAT's general position on how the "de facto management body" test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises, non-PRC enterprises, or individuals. Although we do not believe that our legal entities organized outside of the PRC constitute PRC resident enterprises, it is possible that the PRC tax authorities could reach a different conclusion. See "Risk Factors — Risks Related to Doing Business in China — If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders." However, even if one or more of our legal entities organized outside of the PRC were characterized as PRC resident enterprises, we do not expect any material change in our net current tax payable balance and the net deferred tax balance as none of these entities generated any profit during the periods presented in the consolidated financial statements included elsewhere in this prospectus.

§ **Internal Control Over Financial Reporting**

Prior to this offering, we have been a private company with limited accounting personnel and other resources with which to address our internal controls and procedures. Our independent registered public accounting firm has not conducted an audit of our internal control over financial reporting.

However, in connection with the audits of our consolidated financial statements as of and for the years ended December 31, 2015 and 2016, we and our independent registered public accounting firm identified one material weakness in our internal control over financial reporting, as defined in the standards established by the Public Company Accounting Oversight Board of the United States. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The material weakness identified related to the lack of sufficient financial reporting and accounting personnel with appropriate knowledge to implement key controls over period end financial reporting and to properly prepare and review financial statements and related disclosures in accordance with U.S. GAAP and SEC reporting requirements. We have implemented a number of measures to address the material weakness that has been identified, including (i) hiring additional professional staff, including a finance director who is a certified public accountant in the United States and a member of the American Institution of Certified Public Accountants with more than ten years of financial planning, analysis and reporting experience with US-listed public companies, a senior reporting manager who is a member of the Chinese Institution of Certified Public Accountants with over six years of experience in an international accounting firm and (ii) designating more resources to perform period-end closing procedures to ensure sales data generated and maintained by various business applications are complete and accurate and can be reconciled with the financial reporting system on time. In addition, we will continue to take other steps to strengthen our internal control over financial reporting, including (i) establishing a formal and regular training program for accounting personnel, including attending external U.S. GAAP training and (ii) implementing and formalizing comprehensive internal controls over financial reporting, including developing a comprehensive policy and procedure manual, to allow for prevention, early detection and resolution of potential compliance issues. We will continue to recruit experienced personnel to build a strong accounting and finance team. However, we cannot assure you that we will complete such implementation in a timely manner. See "Risk Factors — Risks Related to Our Business — If we fail to implement and maintain an effective system of internal controls or fail to remediate the material weakness in our internal control over financial reporting that has been identified, we may be unable to accurately report our results of operations or prevent fraud, and investor confidence and the market price of our ADSs may be materially and adversely affected."

§ **Results of Operations**

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

	Year Ended December 31,					Six months Ended June 30,				
	2015		2016			2016		2017		
	RMB	%	RMB	US$	%	RMB	%	RMB	US$	%
	(in thousands, except percentages)									
Net revenues										
Merchandise sales	1,724,739	98.9	2,566,872	378,634	99.0	1,024,692	99.2	1,326,384	195,652	98.5
Marketplace and other services	18,389	1.1	26,950	3,975	1.0	8,425	0.8	20,294	2,994	1.5
Total net revenues	1,743,128	100.0	2,593,822	382,609	100.0	1,033,117	100.0	1,346,678	198,646	100.0
Cost of revenues	(1,526,047)	(87.5)	(2,193,676)	(323,584)	(84.6)	(876,448)	(84.8)	(1,120,180)	(165,235)	(83.2)
Gross profit	217,081	12.5	400,146	59,025	15.4	156,669	15.2	226,498	33,411	16.8
Operating expenses										
Fulfillment expenses	(66,546)	(3.8)	(82,047)	(12,103)	(3.2)	(41,285)	(4.0)	(35,750)	(5,273)	(2.7)
Marketing expenses	(243,558)	(14.0)	(218,759)	(32,269)	(8.4)	(119,362)	(11.5)	(83,451)	(12,310)	(6.2)
Technology and content development expenses	(40,904)	(2.3)	(54,262)	(8,004)	(2.1)	(28,686)	(2.8)	(25,768)	(3,801)	(1.9)
General and administrative expenses	(77,861)	(4.5)	(74,310)	(10,961)	(2.9)	(38,756)	(3.8)	(29,943)	(4,417)	(2.2)
Total operating expenses	(428,869)	(24.6)	(429,378)	(63,337)	(16.6)	(228,089)	(22.1)	(174,912)	(25,801)	(13.0)
(Loss)/profit from operations	(211,788)	(12.1)	(29,232)	(4,312)	(1.1)	(71,420)	(6.9)	51,586	7,610	3.8
Other income/(expenses)										
Interest expense, net	(2,790)	(0.2)	(3,923)	(579)	(0.2)	(1,458)	(0.1)	(3,017)	(445)	(0.2)
Foreign currency exchange gains/(losses)	(7,425)	(0.4)	(11,418)	(1,684)	(0.4)	(2,027)	(0.2)	3,775	557	0.3
(Loss)/profit before income tax	(222,003)	(12.7)	(44,573)	(6,575)	(1.7)	(74,905)	(7.2)	52,344	7,722	3.9
Income tax expense	—	—	—	—	—	—	—	—	—	—
Net (loss)/profit	(222,003)	(12.7)	(44,573)	(6,575)	(1.7)	(74,905)	(7.2)	52,344	7,722	3.9

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

Net revenues

Our total net revenues increased by 30.4% from RMB1,033.1 million for the six months ended June 30, 2016 to RMB1,346.7 million (US$198.6 million) for the six months ended June 30, 2017. The increase in net revenues primarily reflected the increase in the total number of orders. The total number of orders increased by approximately 37.7% from approximately 374.3 thousand for the six months ended June 30, 2016 to approximately 515.3 thousand for the six months ended June 30, 2017. Our GMV grew from RMB1,276.5 million for the six months ended June 30, 2016 to RMB1,924.6 million (US$283.9 million) for the six months ended June 30, 2017.

Cost of revenues

Our cost of revenues increased by 27.8% from RMB876.4 million for the six months ended June 30, 2016 to RMB1,120.2 million (US$165.2 million) for the six months ended June 30, 2017, primarily attributable to a significant increase in merchandising sales, which is in line with our revenue growth.

Gross profit

As a result of the foregoing, our gross profit increased by 44.5% from RMB156.7 million for the six months ended June 30, 2016 to RMB226.5 million (US$33.4 million) for the six months ended June 30, 2017. Our gross margin increased from 15.2% for the six months ended June 30, 2016 to 16.8% for the six months ended June 30, 2017. The increase in our gross margin was primarily due to (i) our improved product mix with higher margin, (ii) our ability to source the products at a lower price due to the scale and reputation of our platform, and (iii) reduced discount and promotion scale.

Operating expenses

Our operating expenses decreased by 23.3% from RMB228.1 million for the six months ended June 30, 2016 to RMB174.9 million (US$25.8 million) for the six months ended June 30, 2017.

Fulfillment expenses. Our fulfillment expenses decreased by 13.3% from RMB41.3 million for the six months ended June 30, 2016 to RMB35.8 million (US$5.3 million) for the six months ended June 30, 2017. The decrease was primarily attributable to (i) the significant decrease in delivery expenses paid to third-party delivery companies by obtaining lower rates from those delivery companies through economies of scale and choosing more cost-effective third-party delivery companies, and (ii) the decrease in staff compensation and benefits expenses. The decrease was partially offset by the slight increase in warehouse rental expenses and third-party payment platform charges. Delivery expenses paid to third-party delivery companies decreased from RMB15.6 million for the six months ended June 30, 2016 to RMB10.8 million (US$1.6 million) for the six months ended June 30, 2017. Staff compensation and benefits expense for our fulfillment personnel decreased from RMB12.2 million for the six months ended June 30, 2016 to RMB10.8 million (US$1.6 million) for the six months ended June 30, 2017. Third-party payment platform charges increased slightly from RMB6.6 million for the six months ended June 30, 2016 to RMB7.0 million (US$1.0 million) for the six months ended June 30, 2017. Warehouse rental expense increased from RMB3.4 million for the six months ended June 30, 2016 to RMB3.7 million (US$0.5 million) for the six months ended June 30, 2017.

Marketing expenses. Our marketing expenses decreased by 30.1% from RMB119.4 million for the six months ended June 30, 2016 to RMB83.5 million (US$12.3 million) for the six months ended June 30, 2017. The decrease was primarily due to a decrease in our advertising expenditures because we were able to conduct precise and targeted marketing leveraging our business intelligence system and data analytic capabilities, and the results of our branding effort in the past years, and to a lesser extent, the decrease in the staff compensation and benefit expenses. Our advertising expenses decreased from RMB64.8 million for the six months ended June 30, 2016 to RMB38.2 million (US$5.6 million) for the six months ended June 30, 2017. Staff compensation and benefits expense decreased from RMB35.8 million for the six months ended June 30, 2016 to RMB28.4 million (US$4.2 million) for the six months ended June 30, 2017.

Technology and content development expenses. Our technology and content development expenses decreased by 10.1% from RMB28.7 million for the six months ended June 30, 2016 to RMB25.8 million (US$3.8 million) for the six months ended June 30, 2017. The decrease in our technology and content development expenses was primarily attributable to lower spending on several of our technological projects as well as decreased expenditures on our technology and content development personnel due to average headcount decrease. Staff compensation and benefits expense decreased from RMB24.1 million for the six months ended June 30, 2016 to RMB20.9 million (US$3.1 million) for the six months ended June 30, 2017.

General and administrative expenses. Our general and administrative expenses decreased by 22.9% from RMB38.8 million for the six months ended June 30, 2016 to RMB29.9 million (US$4.4 million) for the six months ended June 30, 2017. The decrease in our general and administrative expenses was primarily attributable to the decrease in travelling expenses, a one-time termination payment to a former senior management in March 2016 as well as the decrease in the staff compensation and benefit expenses. Staff

compensation and benefits expense decreased from RMB18.2 million for the six months ended June 30, 2016 to RMB11.1 million (US$1.6 million) for the six months ended June 30, 2017.

Other income/(expenses)

We incurred other income of RMB0.8 million (US$0.1 million) for the six months ended June 30, 2017, compared to our other expenses of RMB3.5 million for the six months ended June 30, 2016.

Interest expenses. Our interest expenses increased by 100.0% from RMB1.5 million in the six months ended June 30, 2016 to RMB3.0 million (US$0.4 million) for the six months ended June 30, 2017. The increase in interest expenses was mainly due to higher bank and other borrowings for the six months ended June 30, 2017.

Foreign currency exchange gains/(losses). We recorded a gain in foreign currency exchange of RMB3.8 million (US$0.6 million) in six months ended June 30, 2017, as compared to a loss of RMB2.0 million in six months ended June 30, 2016. The change in foreign currency exchange gains/(losses) was mainly due to the appreciation of RMB against US$ for the six months ended June 30, 2017, compared to depreciation of RMB against US$ for the six months ended June 30, 2016.

Net (loss)/profit

We recorded a net profit of RMB52.3 million (US$7.7 million) in the six months ended June 30, 2017, as compared to a net loss of RMB74.9 million for the six months ended June 30, 2016.

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

Net revenues

Our total net revenues increased by 48.8% from RMB1,743.1 million in 2015 to RMB2,593.8 million (US$382.6 million) in 2016. The increase in net revenues primarily reflected the increase in the total orders. The total orders increased by 52.9% from approximately 623.8 thousand in 2015 to approximately 953.7 thousand in 2016. Our GMV increased by 34.9% from RMB2,572.6 million in 2015 to RMB3,470.2 million (US$511.9 million) in 2016.

Cost of revenues

Our cost of revenues increased by 43.8% from RMB1,526.0 million in 2015 to RMB2,193.7 million (US$323.6 million) in 2016, primarily attributable to the increase in our volume of merchandise sales, which is in line with our revenue growth.

Gross profit

As a result of the foregoing, our gross profit increased by 84.3% from RMB217.1 million in 2015 to RMB400.1 million (US$59.0 million) in 2016. Our gross margin increased from 12.5% in 2015 to 15.4% in 2016. The increase in our gross margin was primarily due to (i) our improved product mix with higher margin, including a greater proportion of sales of apparel, accessories and jewelry, (ii) our ability to source the products at a lower price due to the scale and reputation of our platform, (iii) reduced discount and promotion scale.

Operating expenses

Our operating expenses increased by 0.1% from RMB428.9 million in 2015 to RMB429.4 million (US$63.3 million) in 2016.

Fulfillment expenses. Our fulfillment expenses increased by 23.3% from RMB66.5 million in 2015 to RMB82.0 million (US$12.1 million) in 2016. The increase was primarily attributable to the significant increase in the number of orders fulfilled resulting in higher delivery expenses paid to third-party delivery companies, partially offset by our choice of cost-effective third-party delivery companies, higher third-party payment platform charges, higher warehouse rental expense, as well as higher staff compensation and benefits due to average headcount increase. Delivery expenses paid to third-party delivery companies

increased from RMB25.8 million in 2015 to RMB28.2 million (US$4.2 million) in 2016. Third-party payment platform charges increased from RMB10.7 million in 2015 to RMB14.4 million (US$2.1 million) in 2016. Warehouse rental expense increased from RMB3.9 million in 2015 to RMB7.3 million (US$1.1 million) in 2016. Staff compensation and benefits expense for our fulfillment personnel increased from RMB20.6 million in 2015 to RMB23.4 million (US$3.5 million) in 2016.

Marketing expenses. Our marketing expenses decreased by 10.2% from RMB243.6 million in 2015 to RMB218.8 million (US$32.3 million) in 2016. This decrease was primarily due to a decrease in our advertising expenditures because we were able to conduct precise and targeted marketing leveraging our business intelligence system and data analytic capabilities, and because we were able to leverage the results of our branding effort in the past years. The decrease was partially offset by the increase in the staff compensation and benefit expense. Our advertising expenses decreased from RMB149.5 million in 2015 to RMB113.7 million (US$16.8 million) in 2016. Staff compensation and benefits expense increased from RMB49.5 million in 2015 to RMB66.6 million (US$9.8 million) in 2016.

Technology and content development expenses. Our technology and content expenses increased by 32.8% from RMB40.9 million in 2015 to RMB54.3 million (US$8.0 million) in 2016. The increase in our technology and content development expenses was primarily attributable to higher compensation and benefits for our technology and content development personnel due to average headcount increase and increase in average salary. Staff compensation and benefits expense increased from RMB32.7 million in 2015 to RMB44.4 million (US$6.5 million) in 2016.

General and administrative expenses. Our general and administrative expenses decreased by 4.6% from RMB77.9 million in 2015 to RMB74.3 million (US$11.0 million) in 2016. The decrease in our general and administrative expenses was primarily attributable to the expenses of our proposed initial public offering and related costs of RMB19.4 million which were expensed when our previously proposed IPO was suspended in 2015. Staff compensation and benefits expense increased from RMB15.4 million in 2015 to RMB27.1 million (US$4.0 million) in 2016.

Other expenses

Other expenses increased by 50.0% from RMB10.2 million in 2015 to RMB15.3 million (US$2.3 million) in 2016.

Interest expense. Our interest expense increased by 39.3% from RMB2.8 million in 2015 to RMB3.9 million (US$0.6 million) in 2016. The increase in interest expense was mainly due to interest cost in association with a new bank loan in the amount of RMB50.0 million (US$7.4 million) from SPD Silicon Valley Bank Co., Ltd. in 2016.

Foreign currency exchange losses. Total foreign currency exchange losses increased by 54.1% from RMB7.4 million in 2015 to RMB11.4 million (US$1.7 million) in 2016, respectively. The increase in foreign currency exchange losses were mainly due to the continued depreciation of RMB against US$ in 2016. Foreign currrency exchange losses were primarily due to the restricted cash in the amount of RMB155.3 million (US$22.9 million) held by our Hong Kong subsidiary.

Net loss

We recorded a net loss of RMB44.6 million (US$6.6 million) in 2016, as compared to RMB222.0 million in 2015.

Selected Quarterly Results of Operations

The following table presents our unaudited consolidated results of operations for the three-month periods ended on the dates indicated. You should read the following table in conjunction with our audited consolidated financial statements and related notes included elsewhere in this prospectus. We have prepared the unaudited consolidated quarterly financial information on the same basis as our audited consolidated financial statements which includes all adjustments, consisting only of normal and recurring adjustments, that we consider necessary for a fair representation of our operating results for the quarters presented.

	Three Months Ended								
	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016	March 31, 2017	June 30, 2017
	(in thousands of RMB)								
Net revenues									
Merchandise sales	358,936	551,976	653,310	438,463	586,228	672,737	869,444	552,718	773,667
Marketplace and other services	3,827	5,885	6,966	3,646	4,780	8,609	9,915	9,234	11,058
Total net revenues	362,763	557,861	660,276	442,109	591,008	681,346	879,359	561,952	784,725
Cost of revenues	(311,262)	(486,039)	(587,813)	(382,046)	(494,403)	(571,186)	(746,041)	(465,139)	(655,040)
Gross profit	51,501	71,822	72,463	60,063	96,605	110,160	133,318	96,813	129,685
Operating expenses									
Fulfillment expenses	(12,669)	(18,277)	(23,742)	(20,975)	(20,310)	(20,377)	(20,385)	(15,302)	(20,448)
Marketing expenses	(43,706)	(74,376)	(90,491)	(60,657)	(58,705)	(52,790)	(46,607)	(33,829)	(49,622)
Technology and content development expenses	(9,019)	(10,591)	(12,717)	(13,243)	(15,443)	(15,075)	(10,501)	(11,222)	(14,546)
General and administrative expenses	(14,915)	(22,515)	(17,938)	(22,302)	(16,454)	(15,303)	(20,251)	(12,542)	(17,401)
Total operating expenses	(80,309)	(125,759)	(144,888)	(117,177)	(110,912)	(103,545)	(97,744)	(72,895)	(102,017)
(Loss)/profit from operations	(28,808)	(53,937)	(72,425)	(57,114)	(14,307)	6,615	35,574	23,918	27,668
Other income/(expenses)									
Interest income/(expense), net	(740)	(936)	(575)	(712)	(746)	(1,157)	(1,308)	(1,188)	(1,829)
Others, net	343	(4,022)	(3,199)	2,696	(4,723)	(2,097)	(7,294)	814	2,961
(Loss)/profit before tax	(29,205)	(58,895)	(76,199)	(55,130)	(19,776)	3,361	26,972	23,544	28,800
Income tax expenses	—	—	—	—	—	—	—	—	
Net (loss)/profit	(29,205)	(58,895)	(76,199)	(55,130)	(19,776)	3,361	26,972	23,544	28,800

We have experienced general growth in our quarterly total net revenues and gross profit for the nine quarters in the period from April 1, 2015 to June 30, 2017, except for decrease between the fourth quarter of 2015 and the first quarter of 2016, as well as the decrease between the fourth quarter of 2016 and the first quarter of 2017, in both cases due to seasonality. Our historical total net revenues and gross profit were generally significantly higher in the fourth quarter than the other quarters. Sales in the traditional retail industry are significantly higher in the fourth quarter of each calendar year than in the preceding three quarters. E-commerce companies in China, including us, hold special promotional campaigns on festivals or days popular among young people, many of which falls in the fourth quarter. We also hold a special promotional campaign in December each year. These special promotional campaigns typically increase the net revenues in the relevant quarters. Due to our limited operating history, the seasonal trends that we have experienced in the past may not apply to, or be indicative of, our future operating results. Our future operating results will be affected by the timing of promotional or marketing campaigns that we may launch from time to time.

We recorded net profits consecutively for the third and fourth quarters of 2016 and the first and second quarter of 2017. For the six months ended June 30, 2017, we recorded a net profit of RMB28.8 million (US$4.2 million), compared to a net loss of RMB19.8 million for the six months ended June 30, 2016. Our net profit increased for four consecutive quarters from July 1, 2016 to June 30, 2017, which were

mainly attributable to an increase in gross profit with aforementioned reasons and decreased operating expenses, including fulfillment expenses, marketing expenses, technology and content development expenses, and general and administrative expenses. The overall decreased operating expenses testify the improved operating efficiency of our company.

See "Risk Factors — Risks Related to Our Business — Our results of operations are subject to seasonal fluctuations."

§ **Liquidity and Capital Resources**

To date, we have financed our operations primarily through the issuance of preferred shares through private placements and short-term bank borrowings. As of December 31, 2015 and 2016 and June 30, 2017, we had RMB 284.6 million, RMB55.6 million (US$8.2 million) and RMB34.9 million (US$5.1 million) in cash and cash equivalents, respectively. Our cash and cash equivalents consist of cash on hand and time deposits, which have original maturities of three months or less and are readily convertible to decidable amounts of cash. As of June 30, 2017, we had RMB155.6 million (US$23.0 million) in restricted cash, which consisted of cash deposits associated with one bank loan with principal amounts of RMB 150.0 million (US$22.1 million). The use of cash deposit and its interest is restricted by the bank until the corresponding loan is fully repaid.

In September 2015, Xiamen International Bank granted a two-year credit line of RMB150.0 million to us at a fixed interest of 1.62% and 1.68% per annum each year. In relation to this facility, we placed a cash deposit of RMB155.3 million in Xiamen International Bank, the use of which and the related interest is restricted by Xiamen International Bank until the loan is fully repaid. In May 2016, SPD Silicon Valley Bank Co., Ltd., or SPD, granted us a one-year bank facility in the amount of RMB50.0 million, which would mature in May 2017 and bears an interest rate of 5.75% per annum. In May 2017, we entered into an amendment to the facility agreement with SPD. Pursuant to the amendment, the facility in the amount of RMB50.0 million was extended for one year with an interest rate of 7.35% and will mature in May 2018. SPD granted us another facility in the amount of RMB20.0 million with an interest rate of 6.75% and will mature in May 2019. The facility in the amount of RMB50.0 million is subject to 1% of deduction in interest rate if we reach certain financing target. The facility in total amount of RMB70.0 million is collateralized by the inventories and equipment held by Beijing Secoo. In addition, a guarantee is provided to the bank by Hong Kong Secoo and us. On May 5, 2017, we entered into a short-term borrowing agreement to borrow RMB45 million at an interest rate of 9.35% per annum. The borrowing is payable in five monthly installments starting in May 2017. The loan is guaranteed by Beijing Secoo. We believe that our current cash and cash equivalents will be sufficient to meet our anticipated working capital requirements and capital expenditures for the 12 months following this offering. We may, however, need additional cash resources in the future if we experience changes in business conditions or other developments. We may also need additional cash resources in the future if we wish to pursue opportunities for investment, acquisition, capital expenditure or similar actions. If we determine that our cash requirements exceed the amount of cash and cash equivalents we have on hand, we may seek to obtain additional credit facilities or issue debt or equity securities. See "Risk Factors — Risks Related to Our Business — Inability to obtain additional financing on commercially reasonable terms in the future may materially and adversely affect our business, results of operations and financial condition."

In the future, we may rely significantly on dividends and other distributions paid by our PRC subsidiaries for our cash and financing requirements. There may be restrictions on the dividends and other distributions by our PRC subsidiaries. The PRC tax authorities may require us to adjust our taxable income under the contractual arrangements that our PRC subsidiary currently has in place with our variable interest entities in a way that could materially and adversely affect the ability of our PRC subsidiary to pay dividends and make other distributions to us. In addition, under PRC laws and regulations, our PRC subsidiaries may pay dividends only out of their accumulated profits as determined in accordance with PRC accounting standards

and regulations. Our PRC subsidiaries are required to set aside at least 10% of their after-tax profits each year, if any, to fund a statutory reserve fund, until the aggregate amount of such fund reaches 50% of their respective registered capital. At their discretion, our PRC subsidiaries may allocate a portion of their after-tax profits based on PRC accounting standards to staff welfare and bonus funds. The reserve fund and the staff welfare and bonus funds cannot be distributed as cash dividends. See "Risk Factors — Risks Related to Our Corporate Structure — We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business." Furthermore, our investments made as registered capital and additional paid-in capital in our PRC subsidiaries, variable interest entities and their subsidiaries are also subject to restrictions on their distribution and transfer according to PRC laws and regulations.

As an offshore holding company, we are permitted under PRC laws and regulations to provide funding from the proceeds of our offshore fund raising activities to our PRC subsidiaries only through loans or capital contributions, and to our variable interest entities and their subsidiaries only through loans, in each case subject to the satisfaction of the applicable government registration and approval requirements. See "Risk Factors — Risks Related to Doing Business in China — PRC regulation on loans to and direct investment in PRC entities by offshore holding companies and government control in currency conversion may delay or prevent us from using the proceeds of this offering to make loans to our PRC subsidiaries and consolidated variable interest entities or make additional capital contributions to our wholly foreign-owned subsidiaries in China, which could materially and adversely affect our liquidity and our ability to fund and expand our business." As a result, there is uncertainty with respect to our ability to provide prompt financial support to our PRC subsidiaries and variable interest entities when needed. Notwithstanding the forgoing, our PRC subsidiaries may use their own retained earnings (rather than RMB converted from foreign currency denominated capital) to provide financial support to our variable interest entities either through entrusted loans from our PRC subsidiaries to our variable interest entities or direct loans to such variable interest entities' nominee shareholders, which would be contributed to the consolidated variable entities as capital injections. Such direct loans to the nominee shareholders would be eliminated in our consolidated financial statements against the variable interest entities' share capital.

As of June 30, 2017, cash and cash equivalents and restricted cash in an aggregate amount of RMB155.4 million, HK$0.4 million and MYR2.7 million were held by Secoo Holding Limited and its non-PRC subsidiaries in Hong Kong and overseas. As of June 30, 2017, our subsidiaries in China held cash and cash equivalents in the amount of RMB0.9 million (US$0.1 million), and our variable interest entities and their subsidiaries held cash and cash equivalents in the amount of RMB28.9 million (US$4.3 million). We would need to accrue and pay withholding taxes if we were to distribute funds from our subsidiaries in China to our offshore subsidiaries. We do not intend to repatriate such funds in the foreseeable future, as we plan to use existing cash balance in China for general corporate purposes.

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

	Year Ended December 31,			Six months Ended June 30,		
	2015	2016		2016	2017	
	RMB	RMB	US$	RMB	RMB	US$
	(in thousands)					
Net cash used in operating activities	126,759	250,668	36,975	265,247	64,619	9,531
Net cash used in investing activities	15,386	11,666	1,721	3,839	9,918	1,463
Net cash provided by financing activities	365,179	44,269	6,530	22,205	48,702	7,184
Cash and cash equivalents at the beginning of the year/period	71,783	284,622	41,984	284,622	55,555	8,195
Cash and cash equivalents at the end of the year/period	284,622	55,555	8,195	34,427	34,897	5,147

Operating activities

Net cash used in operating activities amounted to RMB64.6 million (US$9.5 million) for the six months ended June 30, 2017, primarily resulted from RMB1,394.5 million (US$205.7 million) of cash from the sale of upscale brand products and offering of marketplace and other services, offset by cash payment to suppliers of RMB1,419.4 million (US$209.4 million), our employee salaries and welfare payment of RMB24.8 million (US$3.7 million), our payments for taxes of RMB6.6 million (US$1.0 million) and other general operating costs of RMB8.3 million (US$1.1 million).

Net cash used in operating activities amounted to RMB250.7 million (US$37.0 million) in 2016, primarily resulted from RMB2,798.6 million (US$412.8 million) of cash from the sale of upscale brand products and offering of marketplace and other services, offset by cash payment to suppliers of RMB2,865.0 million (US$422.6 million), our employee salaries and welfare payment of RMB154.3 million (US$22.8 million), our payments for taxes of RMB13.4 million (US$2.0 million) and other general operating costs of RMB16.6 million (US$2.4 million).

Net cash used in operating activities amounted to RMB126.8 million in 2015, primarily resulted from RMB2,046.9 million of cash we received from the sale of upscale brand products and offering of marketplace and other services, offset by cash payment to suppliers of RMB2,023.5 million, our employee salaries and welfare payment of RMB104.9 million, our payments for taxes of RMB40.8 million and other general operating costs of RMB4.5 million.

Investing activities

Net cash used in investing activities for the purchase of property and equipment amounted to RMB15.4 million, RMB11.7 million (US$1.7 million) and RMB10.8 million (US$1.6 million) in 2015 and 2016 and for the six months ended June 30, 2017, respectively.

Financing activities

Net cash provided by financing activities amounted to RMB48.7 million (US$7.2 million) for the six months ended June 30, 2017, primarily attributable to the proceeds from our short-term and other borrowings.

Net cash provided by financing activities amounted to RMB44.3 million (US$6.5 million) in 2016, which was attributable to net proceeds from short-term borrowing of RMB25.2 million and capital contributions from non-controlling interest in the amount of RMB19.4 million.

Net cash provided by financing activities amounted to RMB365.2 million in 2015, which was attributable to proceeds from our issuance of preferred shares to investors in the amount of RMB338.8 million and net short-term borrowings.

§ **Capital Expenditures**

Our capital expenditures amounted to RMB15.4 million in 2015, RMB11.7 million (US$1.7 million) in 2016 and RMB10.8 million (US$1.6 million) for the six months ended June 30, 2017, respectively. Between January 1, 2015 and June 30, 2017, our capital expenditures were principally used for our leasehold improvements, as well as purchases of office and other operating equipment and motor vehicles.

In 2017, we plan to open new offline experience centers globally. The capital expenditure for the new offline experience centers is expected to be approximately RMB20 million, and the remaining amount will be used for our general corporate purposes.

§ **Contractual Obligations**

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

	Total	Payment due by period			
		Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years
		(in RMB thousands)			
Operating lease obligations[(1)]	75,527	15,643	50,942	8,942	—
Borrowings[(2)]	241,769	241,769	—	—	—
Total	317,296	257,412	50,942	8,942	—

Notes:

(1) We lease logistics centers, offline experience centers and office space under non-cancelable operating lease agreements that expire at various dates through 2021. These lease agreements provide for periodic rental increases based on both contractually agreed upon incremental rates and on the general inflation rate as agreed upon by us and our lessors. We incurred rental expenses of RMB28.5 million in 2015 and RMB35.8 million (US$5.3 million) in 2016. For the six months ended June 30, 2016 and 2017, we incurred rental expenses of RMB1.7 million and RMB1.8 million, respectively.

(2) In September 2015, Xiamen International Bank granted a two-year credit line of RMB150.0 million to us at a fixed interest of 1.62% and 1.68% per annum each year. In relation to this facility, we placed a cash deposit of RMB155.3 million in Xiamen International Bank, the use of which and the related interest is restricted by Xiamen International Bank until the loan is fully repaid.

In May 2016, we borrowed from SPD Silicon Valley Bank Co., Ltd. a one-year bank loan in the amount of RMB50.0 million, which was due in May 2017 and bears an interest rate of 5.75% per annum. In May 2017, we entered into an amendment to the facility agreement with SPD. Pursuant to the amendment, the loan in the amount of RMB50.0 million was extended for one year with an interest rate of 7.35% and will become due in May 2018. SPD granted us another loan in the amount of RMB20.0 million with an interest rate of 6.75% and will become due in May 2019. The loan in the amount of RMB50.0 million is subject to 1% of deduction in interest rate if we reach certain financing target. The loan in total amount of RMB70.0 million is collateralized by the inventories and equipment in the total value of RMB250.9 million held by Beijing Secoo. In addition, a guarantee is provided to the bank by Hong Kong Secoo and us. On May 5, 2017, we entered into a short-term borrowing agreement to borrow RMB45 million at an interest rate of 9.35% per annum. The borrowing is payable in five monthly installments starting in May 2017. The loan is guaranteed by Beijing Secoo.

§ **Holding Company Structure**

Secoo Holding Limited is a holding company with no material operations of its own. We conduct our operations primarily through our subsidiaries and our consolidated variable interest entities in China. As a result, our ability to pay dividends depends upon dividends paid by our subsidiaries. If our subsidiaries or any newly formed subsidiaries incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends to us. In addition, our wholly-owned subsidiaries in China are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Under PRC law, each of our wholly owned PRC subsidiaries in China and our variable interest entities required to set aside at least 10% of their after-tax profits each

year, if any, to fund a statutory reserve until such reserve reaches 50% of their registered capital. Although the statutory reserves can be used, among other ways, to increase the registered capital and eliminate future losses in excess of retained earnings of the respective companies, the reserve funds are not distributable as cash dividends except in the event of liquidation. As of December 31, 2016 and June 30, 2017, we did not provide any statutory reserves as all of our entities had posted cumulative losses.

§ **Off-balance Sheet Commitments and Arrangements**

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

§ **Inflation**

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

§ **Critical Accounting Policies and Estimates**

We prepare our consolidated financial statements in conformity with U.S. GAAP, which requires us to make estimates and assumptions that affect our reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the end of each reporting period, and the reported amounts of revenues and expenses during each reporting period. We continually evaluate estimates and assumptions based on the most recently available information, our historical experiences and various other assumptions that we believe to be reasonable under the circumstances. Use of estimates is an integral component of the financial reporting process, actual results could differ from our expectations as a result of changes in facts and circumstances leading to a change in our estimates.

The following are descriptions of our critical accounting policies and estimates. They should be read in conjunction with our consolidated financial statements and other disclosures included in this prospectus.

Consolidation of Variable Interest Entities

We operate a website through which we distribute products and communicate with our customers. In order to ensure our internet operation complies with PRC laws and regulations, the necessary PRC operating license which we require for operating our website is held by Beijing Secoo, our affiliated PRC entity. The equity interests of Beijing Secoo are held by our founders, who are PRC individuals. A series of contractual arrangements have been entered into between our PRC subsidiary, Kutianxia, Beijing Secoo and the shareholders of Beijing Secoo. As a result of the contractual agreements, which include powers of attorney, an exclusive business cooperation agreement, an equity pledge agreement and exclusive option agreements, we have the ability to exercise control over Beijing Secoo and the subsidiaries of Beijing Secoo, direct their activities, receive substantially all of their economic benefits and have an option to purchase all of the equity interests and assets in Beijing Secoo when and to the extent permitted by PRC law at a minimum price. We consider that we are the primary beneficiary of Beijing Secoo and its subsidiaries, and accordingly these entities are our variable interest entities under U.S. GAAP. As such, we consolidate the results and financial position of Beijing Secoo and its subsidiaries in our consolidated financial statements.

We launched our online auction sales format in July 2014. The current PRC laws and regulations also restrict foreign ownership in auction sales business. In order to comply with the PRC laws and regulations, the necessary PRC license for our auction business is held by Beijing Auction, our PRC affiliated entity. The equity interests of Beijing Auction are held by our founders. A series of contractual arrangements have been entered into between our PRC subsidiary, Kutianxia, Beijing Auction and its shareholders. Through the contractual arrangements which include powers of attorney, an exclusive business cooperation agreement, an equity pledge agreement, exclusive option agreement and loan agreements, we consider we are able to exercise effective control over, bear the risks of, enjoy substantially all of the economic benefits of Beijing Auction, and have an exclusive option to purchase all or part of the equity interests in Beijing Auction when and to the extent permitted by PRC law at the minimum price possible. We conclude that we are the primary beneficiary of Beijing Auction, and accordingly Beijing Auction is our variable interest entity under U.S. GAAP. As such, we consolidate the results and financial position of Beijing Auction in our consolidated financial statements with effect from September 15, 2014, the date on which the series of contractual agreements between Kutianxia, Beijing Auction and the shareholders of Beijing Auction become effective.

Any changes in PRC laws and regulations that affect our ability to control Beijing Secoo and/or Beijing Auction might preclude us from consolidating the two entities and their subsidiaries in the future. We will continuously evaluate whether we are the primary beneficiary of our variable interest entities as facts and circumstances change.

Revenue Recognition

Our revenues are generated primarily from merchandise sales, marketplace services and other services.

Revenues are recognized when the following four criteria are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the selling price is fixed or determinable; and (4) collectability is reasonably assured.

Sales allowances for returns, which reduce revenues, are estimated based on historical experience. Revenues are recorded net of value-added taxes, business taxes and surcharges.

In accordance with ASC 605-45, *Revenue Recognition: Principal Agent Considerations*, we consider several factors in determining whether we act as the principal or as an agent in the arrangement of merchandise sales and provision of various related services and thus whether it is appropriate to record the revenue and the related cost of sales on a gross basis or record the net amount earned as service fees.

Merchandise Sales

Revenues are from merchandise sales when we act as principal for the sales of brand products to end customers online through our own internet platforms and offline at the offline experience centers. Online sales include sales through our online shopping mall, flash sales, auction and overseas sales.

We consider ourselves as a principal for the following reasons: (1) we are the primary obligor and are responsible for the acceptability of the products and the fulfillment of the delivery services; (2) we are responsible to compensate end customers if the products are counterfeit or defective goods; (3) we are also responsible for the loyalty program benefits offered in conjunction with the merchandise sales to the buyers; (4) we have latitude in establishing selling prices and selecting suppliers; (5) we assume credit risks on receivables; and (6) we have legal ownership of the inventory and have significant inventory risks even for those inventory with payment deferred until the following month after the inventory is sold as it has physical loss risk after acceptance of all the goods purchased from suppliers. Accordingly, we consider ourselves as the principal in the arrangement with the end customers and record revenue earned from merchandise sales on a gross basis.

With respect to proceeds from merchandise sales, before determining the timing of revenue recognition, we allocate proceeds from merchandise sales among sales of the products and customer loyalty program benefits based on vendor specific objective evidence of the deliverables applying the guidance in ASC 605-25, *Revenue Recognition—Multiple-Element Arrangements*. Proceeds allocated to sales of goods are recognized as merchandise sales upon acceptance of delivery of products by buyers. Proceeds allocated to customer loyalty program benefits are recorded as deferred revenues.

We collect cash from end customers before or upon deliveries of products mainly through banks, third party online payment platforms or delivery companies. Cash collected from end customers before product delivery is recognized as advances from customers.

Marketplace and other services

Service revenues include marketplace service revenue and other services revenue through the internet platform. Marketplace service revenue refers to the commission fee earned by the Group when the Group acts as an agent for sales of vendors' goods and lifestyle services.

In addition, the other services revenue mainly consists of service fees from the provision of repair and maintenance services to products such as handbags and watches and advertising service revenue.

With respect to the marketplace service revenue, we do not have general inventory risk or latitude in establishing prices. Accordingly, we record the net amount as marketplace service fees earned.

We recognize other service revenue when the services are rendered. We recognize marketplace service revenue at the time that we have provided the service and are entitled to payment.

Fair Value of Our Ordinary Shares

We are a private company with no quoted market prices for our ordinary shares. We therefore need to make estimates of the fair value of our ordinary shares at various dates for the purposes of (i) determining the fair value of our ordinary shares at the date of issuance of convertible instruments as one of the inputs into determining the intrinsic value of the beneficial conversion features, if any; (ii) determining the fair value of preferred shares and ordinary shares at the respective issuance date and period end; and (iii) determining the fair value of our ordinary shares at the date of grant of a share-based compensation award to our employees as one of the inputs into determining the grant date fair value of the award.

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

Date	Fair Value per Share (US$)	Discount Rate	DLOM	Type of Valuation
March 31, 2015	12.3	19.5%	10.0%	Retrospective
July 8, 2015	14.4	18.5%	10.0%	Retrospective
September 30, 2015	17.8	18.5%	5.0%	Retrospective
December 31, 2015	14.1	19.0%	15.0%	Retrospective
March 31, 2016	15.0	19.0%	15.0%	Retrospective
June 30, 2016	17.0	19.0%	10.0%	Retrospective
September 30, 2016	18.6	18.5%	10.0%	Retrospective
December 31, 2016	19.6	18.5%	10.0%	Retrospective
March 31, 2017	21.6	18.0%	5.0%	Contemporary
June 30, 2017	24.7	18.0%	5.0%	Contemporary

In determining the fair value of our ordinary shares, we applied the income approach/discounted cash flow analysis based on our projected cash flow using our best estimate as of the valuation date. The

determination of the fair value of our ordinary shares requires complex and subjective judgments to be made regarding our projected financial and operating results, our unique business risks, the liquidity of our shares and our operating history and prospects at the time of valuation.

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

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

Comparable companies. In deriving the weighted average cost of capital used as the discount rates under the income approach, twelve publicly traded companies were selected for reference as our guideline companies. The guideline companies were selected based on the following criteria: (i) they either operate in the e-commerce industry or engage in the buy and sale of luxury products; and (ii) their shares are publicly traded in developed capital markets, including the United States, Hong Kong, UK and Italy.

Discount for lack of marketability, or DLOM. DLOM was quantified by the Finnerty's (2012) Average-Strike Put Option model. This model estimates a discount for lack of marketability (DLOM) as a function of restricted transferability, using the value of an average-strike put option. This option pricing method is one of the methods commonly used in estimating DLOM as it can take into consideration factors like timing of a liquidity event, such as an initial public offering, and estimated volatility of our shares. The farther the valuation date is from an expected liquidity event, the higher the put option value and thus the higher the implied DLOM. The lower DLOM is used for the valuation, the higher is the determined fair value of the ordinary shares.

The income approach involves applying appropriate discount rates to estimated cash flows that are based on earnings forecasts. Our revenues and earnings growth rates, as well as major milestones that we have achieved, contributed to the increase in the fair value of our ordinary shares from March 2015 to June 2017. However, these fair values are inherently uncertain and highly subjective. The assumptions used in deriving the fair values are consistent with our business plan. These assumptions include: no material changes in the existing political, legal and economic conditions in the PRC; our ability to retain or recruit competent management, key personnel and staff to support our ongoing operations; and no material deviation in market conditions from economic forecasts. These assumptions are inherently uncertain.

Option pricing method was used to allocate the total equity value to preferred and ordinary shares, taking into account the guideline prescribed by the AICPA Audit and Accounting Practice Aid, "Valuation of Privately-Held Company Equity Securities Issued as Compensation." The method treats common stock and preferred stock as call options on the company's total equity value, with exercise prices based on the liquidation preference of the preferred stock.

The option pricing method involves making estimates of the anticipated timing of a potential liquidity event, such as a sale of our company or an initial public offering, and estimates of the volatility of our equity securities. The anticipated timing is based on the plans of our board of directors and management. Estimating the volatility of the share price of a privately held company is complex because there is no readily available market for the shares. We estimated the volatility of our shares to range from 33% to 53% based on the historical volatilities of comparable publicly traded companies engaged in similar lines of business. Had we used different estimates of volatility, the allocations between preferred and ordinary shares would have been different.

The fair value of our ordinary shares increased from US$12.3 per share as of March 31, 2015 to US$17.8 per share as of September 30, 2015. We expanded our cross border e-commerce in early 2015. We increased direct sourcing from an increased number of European brand vendors to offer more product choices to our China customers; and revenue contribution from cross border e-commerce increased. We completed our fifth round of private placement in July 2015, issuing Series E preferred shares at the price

of approximately US$18.80 per share, raising new funds to support our growth. Discount rate used for valuation of our equity decreased as our initial public offering process progressed and we expected to complete this offering by the end of 2015.

The fair value of our ordinary shares decreased from US$17.8 per share as of September 30, 2015 to US$14.1 per share as of December 31, 2015. At the end of 2015, we voluntarily suspended our initial public offering process as our board of directors decided to wait for a more favorable market environment. As a result of the delay in initial public offering, DLOM increased from 5% to 15%.

The fair value of our ordinary shares increased from US$14.1 per share as of December 31, 2015 to US$19.6 per share as of December 31, 2016. We continued our significant growth during the period that our total net revenues in 2016 increased by approximately 49% to RMB2,594 million from RMB1,743 million in 2015. The increase in the fair value of ordinary shares in 2016 was mainly attributable to (i) our fast expansion in offering new product categories; (ii) entering into direct cooperation with global top-tier brands; (iii) established new cooperation model for our offline experience centers; (iv) enhanced our big data technology providing efficient and target marketing; and (v) upgraded warehouse and finance backstage support. Our loss from operations narrowed to RMB29 million in 2016 from RMB212 million in 2015. We sourced and offered more upscale products and lifestyle services to our customers. Our board of directors decided to relaunch our initial public offering process in October 2016.

The fair value of our ordinary shares increased from US$19.6 per share as of December 31, 2016 to US$24.7 per share as of June 30, 2017. We entered into direct cooperation with additional global top-tier brands. We hired our Chief Operating Officer to strengthen the Company's operation functions. We recorded four consecutive profitable quarter that our profit from operations reached RMB6.6 million, RMB35.6 million, RMB23.9 million and RMB27.7 million in the third quarter and fourth quarter in 2016 and the first and second quarter in 2017, respectively.

Income taxes

Current income taxes are provided on the basis of net income/loss for financial reporting purposes, adjusted for income and expense items which are not assessable or deductible for income tax purposes, in accordance with the regulations of the relevant tax jurisdictions. We follow the liability method in accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized on temporary differences between financial statements carrying amounts and tax bases of assets and liabilities by applying enacted statutory rates that will be in effect in the period in which the temporary differences are expected to reverse. The effect on deferred taxes as a result of a change in tax rate is recognized in the consolidated statement of comprehensive loss in the period of change. A valuation allowance is recorded to reduce the amount of deferred tax assets if based on the weight of available evidence, it is considered more likely than not that some portion of, or all of the deferred tax assets will not be realized.

We have not been profitable since our inception. Based on the financial and operating information currently available to our management, we estimate it is more likely than not that we will not be able to realise any benefit from our existing deferred tax assets in the foreseeable future; and accordingly, we have provided full valuation allowances for our deferred tax assets as of December 31, 2015 and 2016. We will continue to regularly review our deferred tax assets position to determine if a full valuation allowance is still applicable in light of changes in our operation and financial performance.

§ **Recent Accounting Pronouncements**

In May 2014, the FASB issued ASU No. 2014-09, "*Revenue from Contracts with Customers*" (Topic 606). This guidance supersedes current guidance on revenue recognition in Topic 605, *Revenue Recognition*. In addition, there are disclosure requirements related to the nature, amount, timing, and uncertainty of revenue recognition. In August 2015, the FASB issued ASU No. 2015-14 to defer the effective date of ASU No. 2014-09 for all entities by one year. For public business entities that follow U.S. GAAP, the deferral

results in the new revenue standard are being effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2017, with early adoption permitted for interim and annual periods beginning after December 15, 2016. We are currently evaluating the impact of adopting this standard on consolidated financial statements.

In July 2015, the FASB issued ASU 2015-11, "*Inventory (Topic 330)*," which modifies the accounting for inventory. Under this ASU, the measurement principle for inventory will change from lower of cost or market value to lower of cost and net realizable value. The ASU defines net realizable value as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The ASU is effective for reporting periods after December 15, 2016, with early adoption permitted. We elected to early adopt this ASU in 2016 and applied it prospectively. The adoption of ASU 2015-11 did not have material impact on the consolidated financial statements.

In November 2015, the FASB issued ASU No. 2015-17 ("ASU 2015-17"), *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*. ASU 2015-17 simplifies the presentation of deferred income taxes by eliminating the separate classification of deferred income tax liabilities and assets into current and noncurrent amounts in the consolidated balance sheet statement of financial position. The amendments in the update require that all deferred tax liabilities and assets be classified as noncurrent in the consolidated balance sheet. The amendments in this update are effective for fiscal years beginning after December 15, 2016, and interim periods therein and may be applied either prospectively or retrospectively to all periods presented. Early adoption is permitted. We elected to early adopt the ASU 2015-17 in 2016 on a retrospective basis. The adoption of ASU 2015-17 did not have material impact on the consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02 ("ASU 2016-02"), *Leases*. ASU 2016-02 specifies the accounting for leases. For operating leases, ASU 2016-02 requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, in its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. ASU 2016-02 is effective for public companies for annual reporting periods, and interim periods within those years beginning after December 15, 2018. Early adoption is permitted. We are currently evaluating the impact of adopting this standard on its consolidated financial statements.

In March, 2016, the FASB issued ASU 2016-09, *Compensation—Stock Compensation: Improvements to Employee Share-Based Payment Accounting*, which relates to the accounting for employee share-based payments. This standard addresses several aspects of the accounting for share-based payment award transactions, including: (a) income tax consequences; (b) classification of awards as either equity or liabilities; and (c) classification on the statement of cash flows. This standard will be effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. We adopted this Update upon its effectiveness in first quarter of 2017, and the adoption did not have material impact on our financial position, statement of operations or cash flow.

In November, 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. This Update requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amendments in this Update apply to all entities that have restricted cash or restricted cash equivalents and are required to present a statement of cash flows under Topic 230. The amendments in this Update are effective for public business entities for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. For all other entities, the amendments are effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. Early adoption is permitted, including adoption in an

interim period. If an entity early adopts the amendments in an interim period, any adjustments should be reflected as of the beginning of the fiscal year that includes that interim period. We are currently evaluating the impact of this amendment on cash flow.

§ **Quantitative and Qualitative Disclosures about Market Risk**

Foreign Exchange Risk

We earn most of our revenues and incur most of our expenses in RMB. As the impact of foreign currency risk on our operations was not material in the past, we have not used any forward contracts, currency borrowings or derivative instruments to hedge our exposure to foreign currency exchange risk.

The value of the RMB against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and China's foreign exchange policies, among other things. The conversion of RMB into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. The PRC government allowed the RMB to appreciate by more than 20% against the U.S. dollar between July 2005 and July 2008. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the U.S. dollar remained within a narrow band. Since June 2010, the RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably, and in recent years the RMB has depreciated significantly against the U.S. dollar. Since October 1, 2016, the RMB has joined the International Monetary Fund (IMF)'s basket of currencies that make up the Special Drawing Right (SDR), along with the U.S. dollar, the Euro, the Japanese yen and the British pound. In the fourth quarter of 2016, the RMB has depreciated significantly in the backdrop of a surging U.S. dollar and persistent capital outflows of China. With the development of the foreign exchange market and progress towards interest rate liberalization and Renminbi internationalization, the PRC government may in the future announce further changes to the exchange rate system and there is no guarantee that the RMB will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

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

Interest Rate Risk

Our exposure to interest rate risk primarily relates to interest income generated by excess cash, which is mostly held in interest-bearing bank deposits. We generated immaterial amounts of interest income in 2015, 2016 and for the six months ended June 30, 2017, respectively. Interest-earning instruments carry a degree of interest rate risk. We obtain loans from commercial banks from time to time to meet our working capital expenditure requirements. All of our bank borrowings as of June 30, 2017 bear fixed interest rates. However, our bank borrowings as of June 30, 2017 were all short-term loans with maturity of one year or less. If we were to renew any of these loans, we might be subject to interest rate risk.

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

§ **Change in Registrant's Certifying Accountant**

On October 31, 2015, we dismissed PricewaterhouseCoopers Zhong Tian LLP, or PricewaterhouseCoopers, as our independent registered public accounting firm, and, on November 23, 2016, engaged KPMG

Huazhen LLP, or KPMG, as our independent registered public accounting firm in connection with the audit of our consolidated financial statements for the years ended December 31, 2015 and 2016.

PricewaterhouseCoopers's audit report on our company's consolidated financial statements as of December 31, 2013 and 2014, and for each of the years ended December 31, 2013 and 2014, did not contain any adverse opinion or disclaimer of opinion and was not qualified or modified as to uncertainty, audit scope or accounting principles. PricewaterhouseCoopers did not audit any financial statements of our company as of any date or for any period subsequent to December 31, 2014.

Our decision to dismiss PricewaterhouseCoopers and engage KPMG Huazhen LLP was approved by our Board of Directors.

During the years ended December 31, 2013 and 2014 and the subsequent interim period through our dismissal of PricewaterhouseCoopers on October 31, 2015, there were no disagreements between us and PricewaterhouseCoopers on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of PricewaterhouseCoopers, would have caused PricewaterhouseCoopers to make references thereto in their reports on the financial statements for such years. There are no "reportable events" requiring disclosure pursuant to Item 16F(a)(1)(v) of Form 20-F.

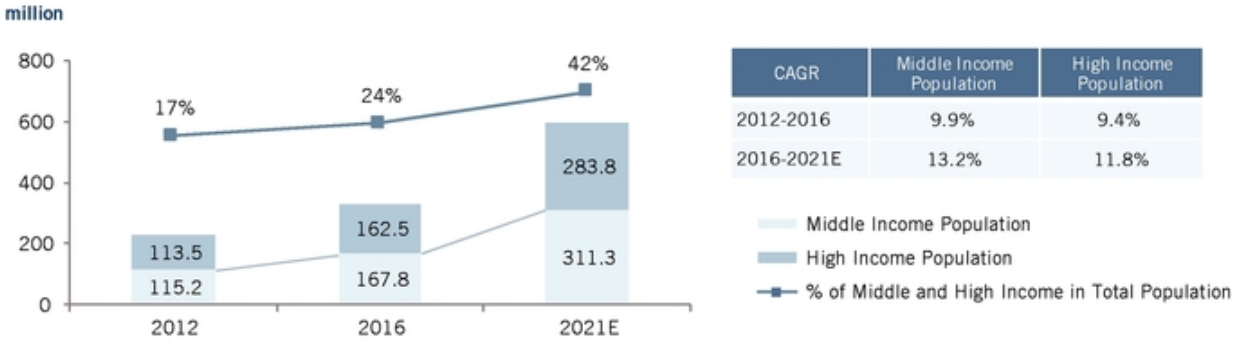
INDUSTRY OVERVIEW

The upscale products and services market in China has experienced significant growth within the past few years and is expected to continue in the near future, mainly attributable to the emerging bigger population with high purchasing power. Furthermore, the consumption of upscale products and services has been moving from offline to online in China, the consumption volumes of third- and fourth-tier cities has been increasing significantly, and domestic retailers have dominating advantages over the overseas players.

Emerging Bigger Population with High Purchasing Power in China

According to the Frost & Sullivan report, the per capita disposable income of Chinese people increased rapidly along with the steady increase of China's nominal GDP, accompanied by the optimization of income structure. As a result, the middle and high income segment of Chinese population with an annual income of or above RMB120,000 has experienced remarkable growth from 2012 to 2016, increasing from 228.6 million to 330.3 million, representing a CAGR of 9.6%. With the continuous development of China's economy, the middle and high income class is expected to further increase at a CAGR of 12.5% in next five years to represent 42% of the total Chinese population in 2021.

Middle and High Income Population (China), 2012-2021E



CAGR	Middle Income Population	High Income Population
2012-2016	9.9%	9.4%
2016-2021E	13.2%	11.8%

Note: Middle income population refers to the persons whose annual income are between RMB120,000 and RMB300,000; high income population refers to the persons whose annual income are above RMB300,000

Source: Frost & Sullivan report

According to the Frost & Sullivan report, the increase in the per capita disposable income led to an increase of the per capita consumption expenditure of Chinese people. The middle and high income class with high purchasing power, or the high-purchasing-power consumer population, has become the major consumers of upscale products and services. Their consumption behaviors have the following features:

- *Sophisticated consumption decisions.* The high-purchasing-power consumer population tend to be more capable in making informed and sophisticated decisions in upscale products and services consumption due to their brand-awareness and aesthetic appreciation.

- *Diversified and personalized consumption demands.* Besides upscale apparel, bags and watches, the high-purchasing-power consumer population begin to focus on a wider range of upscale products, such as jewelry, skincare and cosmetics and accessory, and high-end lifestyle services, such as high-end travels, hotels, restaurants, automobiles and arts. Apart from established brands, consumers more and more prefer trendy private labels to show their personal status and tastes.

- *Wide acceptance of online shopping.* The high-purchasing-power consumer population are making a considerable amount of consumption through online channels every year, especially in large-scale promotional campaigns of online platforms.

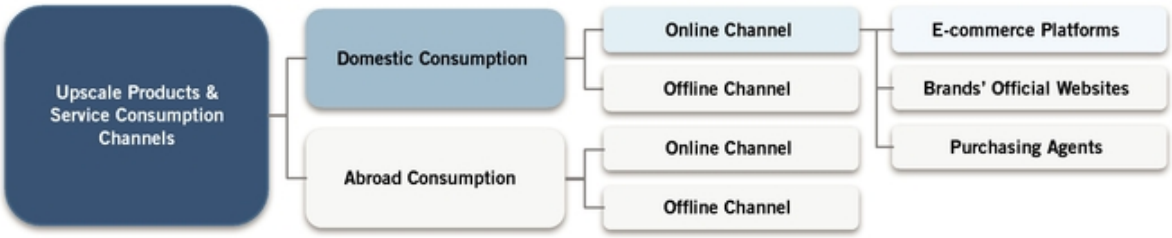
As a result, the high-purchasing-power consumer population shows a high propensity to purchase upscale products and services.

Online Retail Market of Upscale Products and Services in China

Overview

According to the Frost & Sullivan report, as illustrated in the chart below, consumption channels of upscale products and services of Chinese consumers can be generally divided into offline channels and online channels of domestic consumption and abroad consumption, respectively.

Consumption Channels of Upscale Products and Services of Chinese Consumers

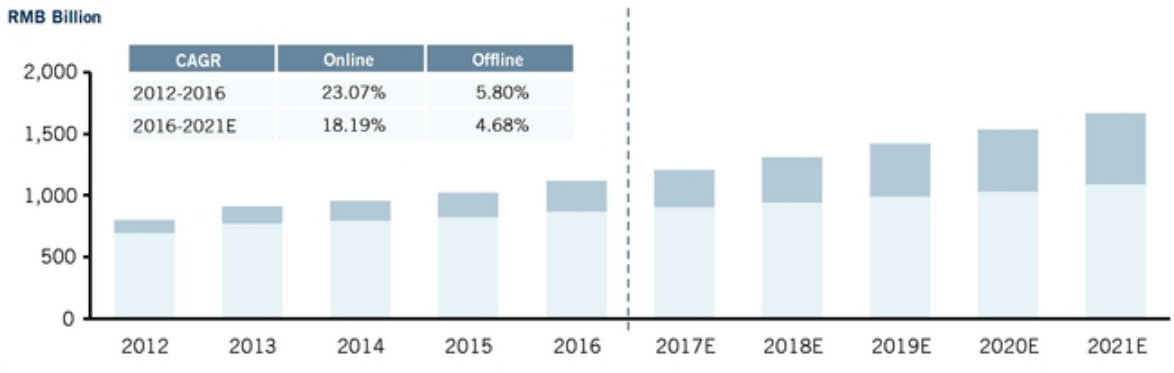


Source: Frost & Sullivan report

Offline channels mainly consist of high-end shopping malls, brand franchised retail stores and other physical stores selling upscale products or providing upscale services. Online channels mainly consist of e-commerce platforms, official websites of brands and purchasing agents, including online upscale goods platforms operated by Chinese and overseas players, and Chinese e-commerce platform giants.

According to the Frost & Sullivan report, along with the rapid growth of upscale products and services market, the online retail sales of upscale products and services have witnessed a significant growth in China in recent years, at a growth rate much higher than the offline retail sales. Total online retail sales of upscale products and services in China reached RMB250.1 billion (US$36.3 billion) in 2016, representing a CAGR of 23.1% from 2012, while the CAGR of offline retail sales is merely 5.8% during the same period. The following chart sets forth the historical and expected upscale products and services online and offline retail sales for the periods indicated:

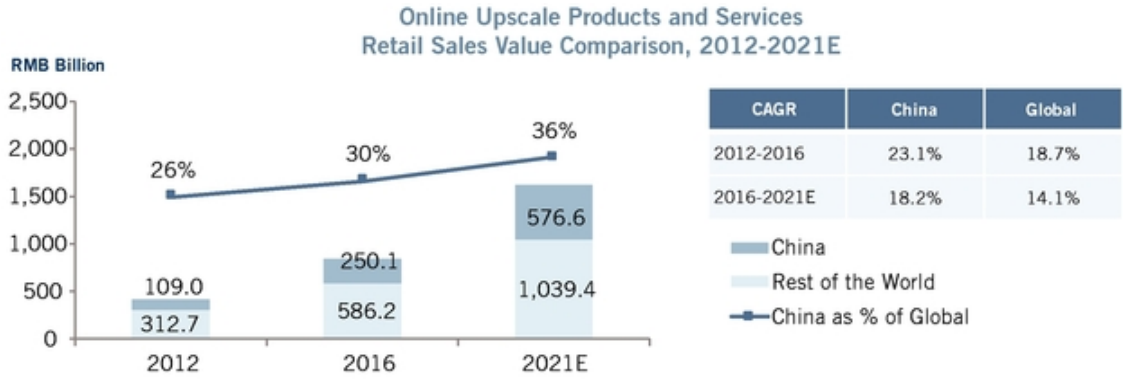
Retail Sales Value of Upscale Products and Services (China), 2012-2021E



	2012	2013	2014	2015	2016	2017E	2018E	2019E	2020E	2021E
Online	109.01	139.46	161.85	197.19	250.05	303.59	361.83	429.26	500.74	576.57
Offline	694.72	773.30	794.77	825.91	870.60	906.54	945.46	989.52	1,033.70	1,094.21

Source: Frost & Sullivan report

According to the Frost & Sullivan report, the massive target consumer base of upscale products and services in China laid the foundation for the long-term growth of the upscale products and services market. Such target consumer base expanded rapidly and represented 31.0% of the global consumers of upscale products and services in 2016. Furthermore, according to the Frost & Sullivan report, the target consumer base of Chinese market has the highest growth potential as compared to those in other countries or regions worldwide. The following chart sets forth the historical and expected percentage of the consumption of online upscale products and services by Chinese consumers in value among major countries or regions worldwide for the periods indicated:



CAGR	China	Global
2012-2016	23.1%	18.7%
2016-2021E	18.2%	14.1%

Source: Frost & Sullivan report

Key Growth Drivers

The key growth drivers of online retail market of upscale products and services in China include:

- *Shift in shopping channel choices.* According to the Frost & Sullivan report, the number of online retail consumers has increased from 242.0 million in 2012 to 466.7 million in 2016, representing a CAGR of 17.8%, and is expect to reach 682.2 million in 2021. Meanwhile, the penetration rate of online retail consumers is expect to increase to 70.7% in total internet users by 2021. This presents a tremendous opportunity for upscale products and services retailers to expand their business from offline to online.

- *Upgraded consumption demands and preferences.* According to the Frost & Sullivan report, consumers in China are increasingly shifting their consumption preference of upscale products and services from well-established luxury brands to other designer and trendy labels/brands. Such brands tend to have limited offline retail presence in selected metropolitan cities in China. Chinese consumers are increasing their spending on upscale products and services other than apparel, watches and handbags, such as skincare and cosmetics and customized tourism services, according to the Frost & Sullivan report. Such products and services can generally be purchased with significantly greater ease online.

- *Growing demands from third- and fourth-tier cities.* According to the Frost & Sullivan report, the retail sales value of upscale products in third- and fourth-tier cities grew at a CAGR of 27.4% from 2012 to 2016, and is expected to grow at a CAGR of 20.5% from 2016 to 2021, and which is more than twice of that of the first- and second-tier cities. The retail sales value of upscale services in third- and fourth-tier cities grew at a CAGR of 14.0% from 2012 to 2016, and is expected to grow at a CAGR of 12.1% from 2016 to 2021, which is almost twice of that of the first-and second-tier cities. Meanwhile, unlike those consumers in first- and second-tier cities, the high-purchasing consumer population in third- and fourth-tier cities have limited access to physical stores of upscale brands because upscale brands usually would not be able to operate and maintain their boutiques in these cities in a cost-effective way. The mismatch between supply end and potential great demands opens an enormous growth opportunity for online retail channels in the upscale products and services market.

Domestic Players Enjoy Dominant Positions in China

Furthermore, according to the Frost & Sullivan report, domestic players dominated online upscale products and services retail market in China over the past years, with a percentage of 71.1% in the total retail sales value of online upscale products and services in 2016. Only 28.9% of the retail sales value in the upscale products and services market was contributed by the foreign players in 2016. The advantages of domestic plays could be attributed to following:

- *Mix of products and services offering.* Domestic players offer not only a wide range of upscale products as their foreign competitors do, but they also offer comprehensive upscale lifestyle services and pre- and after-sales services to optimize consumers' shopping experience.

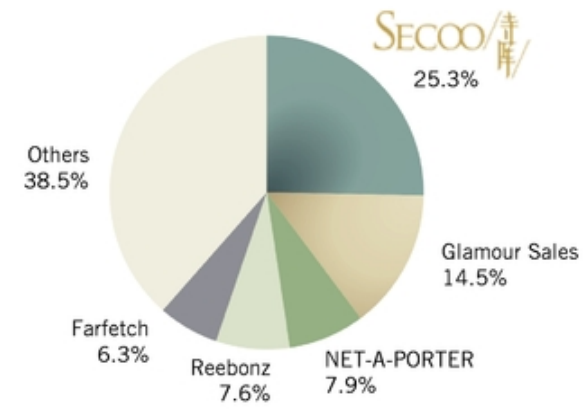
- *Localized business operations.* Domestic players usually have strong business relationship with local suppliers, procurement and logistics service companies, and enjoy a good reputation among an established consumer base in China. It takes foreign players considerable time and money to build up similar localized operations and reputation.

- *Immediate reaction to the market.* With rich experience in Chinese market and access to big data on consumer online shopping behaviors, domestic players have a deeper understanding of the market trends and are better positioned to adopt the most suitable business strategy in reaction to Chinese consumers' changing shopping preferences.

Competition

According to the Frost & Sullivan report, among the major players of China's online pure upscale products e-commerce platforms, Secoo ranked the highest by GMV with a market share of 25.3% in 2016. The following chart sets forth the market share of major players in China in 2016:

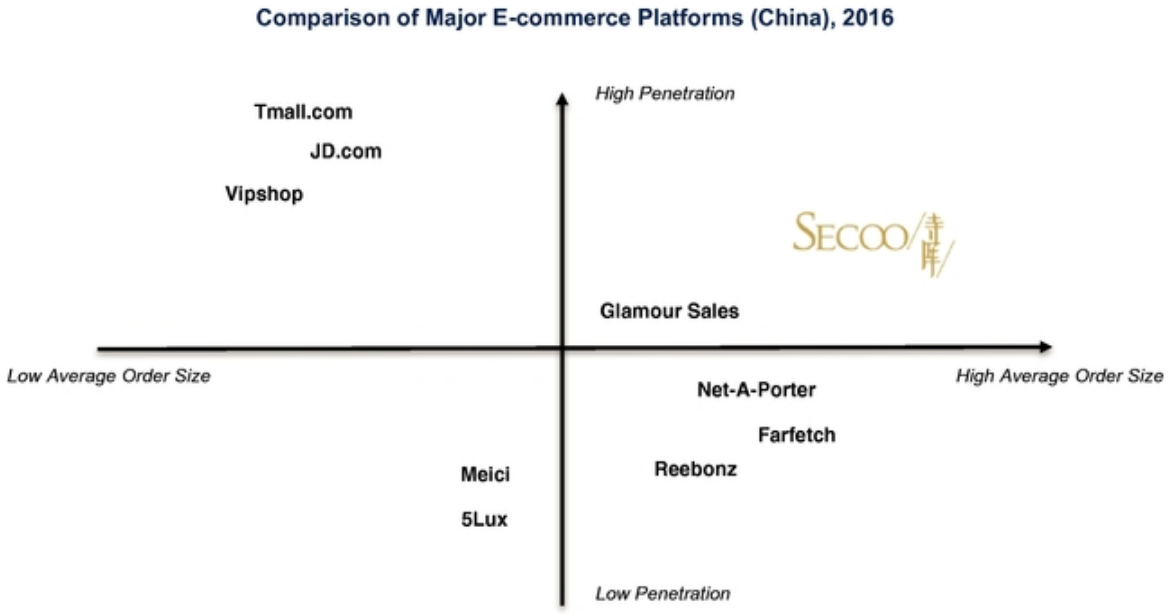
Ranking and Market Share of Online Pure Upscale Products E-Commerce Platforms by GMV (China), 2016



Source: Frost & Sullivan report

According to the Frost & Sullivan report, Secoo is well positioned in China online upscale products and services industry because (i) it has a high penetration rate in upscale products and services market and

(ii) it has higher average sales per order. The following chart sets forth its position in both market penetration and averages sales per order:

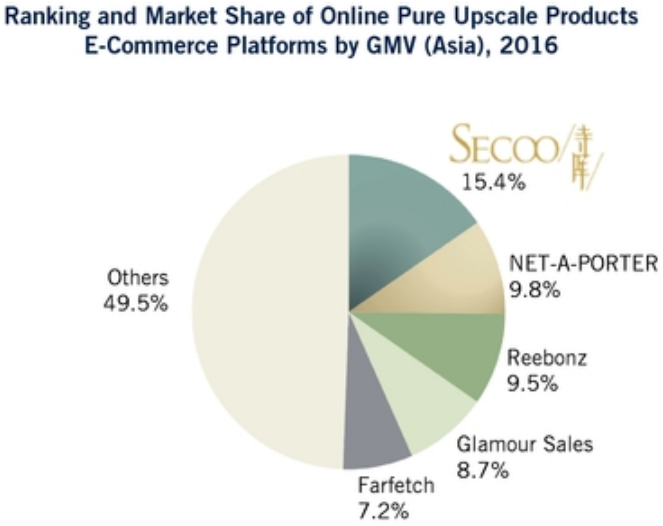


Source: Frost & Sullivan Report

Online Retail Market of Upscale Products and Services in Asia

According to the Frost & Sullivan report, Asia's major geographic markets include China, Hong Kong, Malaysia, Japan, Singapore and Korea. Asia's online retail market of upscale products and services has entered into a growth stage of the industry life cycle, which is characterized by further market expansion, accelerated industry consolidation and increasing technology innovation. Total online retail sales of upscale products and services in Asia reached RMB408.6 billion (US$59.4 billion) in 2016, representing a CAGR of 21.8% from 2012.

According to the Frost & Sullivan report, among the major players of Asian online pure upscale products e-commerce platforms, Secoo ranked the highest by GMV with a market share of 15.4% in 2016. The following chart sets forth the market shares of major players in Asia in 2016:



Source: Frost & Sullivan report

BUSINESS

§ OUR MISSION

Our mission is to serve valued customers with style anywhere around the world. In 2008, we commenced our operations in serving our valued customers with authentication, consignment and after-sales maintenance of the pre-owned products. In the future, we intend to develop into the best and most comprehensive online platform offering upscale products and services.

§ OUR CORPORATE VALUES

Our corporate values are fundamental to the way we operate our business and how we recruit, evaluate and compensate our employees.

Our three core corporate values are to:

- § be noble in character: we believe that our employees uphold a high standard of character.
- § be authentic in offerings: we believe that we ensure the authenticity and quality of every products offered on our platform.
- § be ethical in culture: we believe that our company never gives up on doing what we believe is right.

We are dedicated to build a company that lasts for more than 109 years. The number "9" in Chinese connotates the meaning of long lasting and prosperity. The number of "109" reflects the Company's goal to build a long lasting operation. We aim to build a successful long-lasting operation supported by our corporate culture, business model and technology system for more than 100 years.

§ OUR BUSINESS

We are Asia's largest online integrated upscale products and services platform as measured by GMV in 2016, according to the Frost & Sullivan report. Our GMV grew by 34.9% from RMB2,572.6 million in 2015 to RMB3,470.2 million (US$511.9 million) in 2016. For the six months ended June 20, 2017, our GMV was RMB1,924.6 million (US$283.9 million), compared to the GMV of RMB1,276.5 million for the six months ended June 30, 2016. The average sales per order on our online platform was over RMB3,500 (US$516.3) for the six months ended June 30, 2017, which is higher than other major e-commerce online platforms in Asia, according to the Frost & Sullivan report. We value our customers and members as our greatest asset. Since our inception in 2011, we have attracted a large and loyal customer base with high purchasing power and accumulated 15.1 million registered members as of June 30, 2017, and approximately 0.3 million active customers in 2016.

Our members and customers are our greatest assets. We believe the majority of our customers belong to the middle and high income population in China. The middle and high income population in China have shown a high increasing propensity to purchase luxury products and services on online platforms with diversified and personalized demand, according to the Frost & Sullivan report. We offer them a wide selection of authentic upscale products and lifestyle services to satisfy different needs of the modern lifestyle. We currently offer over 300,000 SKUs, covering over 3,000 global and domestic brands on our platform. Supported by our proprietary database of upscale products, our authentication procedures and brand cooperation, we are able to ensure the authenticity and quality of every product offered on our platform. With the goal of providing one-stop shopping experience, we have expanded into providing high-end lifestyle services since 2014. Leveraging our business intelligence system and dedication to customer service, we are able to maximize our customer lifetime value by targeted and precise marketing and realizing cross-selling opportunities and increasing our customers' purchase frequency on our platform.

We offer an integrated online and offline shopping platform, which consists of our Secoo.com website, mobile applications and offline experience centers. Our online platform facilitates easy product selection, order processing and convenient payment methods, such as our Secoo Check, which allows customers to

make payments for our merchandise products in installments on our online platform directly. We complement our online platform with offline experience centers to provide superior customer and membership services and experience. We have strategically opened five offline experience centers in popular shopping destinations and central business districts in China, Hong Kong and Malaysia which strengthened our Secoo brand creditability and enhanced our brand presence. In addition, we are cooperating with brand boutiques such as Versace boutiques for our customers to pick up products ordered on our online platform in these stores. Our platform brings a world of upscale products and a variety of high-end services to the fingertips of our customers.

We have built a trusted and comprehensive global supply chain for upscale products and lifestyle services. As Asia's largest online integrated upscale products and services platform, we have attracted a broad and large base of suppliers of upscale products, including brands, brand authorized distributors and individual and corporate suppliers. Our comprehensive global supply chain is designed to meet every purchase preferences and needs of our customers, varying from in-season luxury products, to highly sought-after classic styles, and to vintage and rare products. A number of top-tier global brands directly supply us their brand products, such as Tod's, Salvatore Ferragamo and Versace. For products supplied to us by other individual and corporate suppliers, we apply our sophisticated authentication procedures to ensure that every product offered on our platform is authentic and of high quality.

We have experienced significant growth in recent years. Our net revenues increased by 48.8% from RMB1,743.1 million in 2015 to RMB2,593.8 million (US$382.6 million) in 2016, and increased from RMB1,033.1 million for the six months ended June 30, 2016 to RMB1,346.7 million (US$198.6 million) for the six months ended June 30, 2017. Our GMV grew by 34.9% from RMB2,572.6 million in 2015 to RMB3,470.2 million (US$511.9 million) in 2016. For the six months ended June 30, 2017, our GMV was RMB1,924.6 million (US$283.9 million), compared to the GMV of RMB1,276.5 million for the six months ended June 30, 2016. Our total orders grew from 623.8 thousand in 2015 to 953.7 thousand in 2016. Total number of orders was 374.3 thousand and 515.3 thousand for the six months ended June 30, 2016 and 2017, respectively. We had net losses of RMB222.0 million and RMB44.6 million (US$6.6million) in 2015 and 2016, respectively. For the six months ended June 30, 2017, we recorded a net profit of RMB52.3 million (US$7.7 million), compared to a net loss of RMB74.9 million for the six months ended June 30, 2016.

§ **COMPETITIVE STRENGTHS**

We believe the following key competitive strengths have contributed to our growth and success to date:

§ **Leading Upscale Products and Services Online Integrated Platform Well-Positioned to Capture Enormous Industry Opportunities**

We are Asia's largest online integrated upscale products and services online platform as measured by GMV in 2016, according to the Frost & Sullivan report. Our GMV grew by 34.9% from RMB2,572.6 million in 2015 to RMB3,470.2 million (US$511.9 million) in 2016. For the six months ended June 30, 2017, our GMV was RMB1,924.6 million (US$283.9 million), compared to the GMV of RMB1,276.5 million for the six months ended June 30, 2016. The average sales per order on our online platform was over RMB3,500(US$516.3) for the six months ended June 30, 2017, which is higher than other major e-commerce online platforms in Asia, according to the Frost & Sullivan report. Since our inception in 2011, we have attracted a large and loyal customer base with high purchasing power. Compared to brand official online websites, brand boutiques and high-end department stores, our strengths lie in our integrated online and offline business model, our ability to provide a full range of upscale authentic products and lifestyle services, our access to big data to better understand consumer online shopping behavior and preferences and domestic maintenance and after-sales services for global top-tier brands. We attribute our leading market position to large and loyal customer base with high purchasing power, proprietary business intelligence system and big data technology, global supply chain, authentication, quality control and after-sales services capabilities and our brand reputation.

Our competitive edges enable us to best capture the emerging online luxury consumption opportunities. We have witnessed a rising income level of Chinese consumers and an increasing propensity to spend on luxury products in recent years, which have been a major driving force behind the increased demand for luxury products. There has been a strong trend of luxury products consumption moving from offline consumption to online consumption, according to Frost & Sullivan report. The growth of luxury online consumption is particularly significant in third- or fourth-tier cities in China because luxury brands usually would not be able to operate and maintain their boutiques in these cities in a cost-effective way. In 2016, our consumers from third- or fourth-tier cities had the highest purchase frequency per person. We have greatly benefited from this industry growth opportunity through building our brand reputation as a trustworthy market leader in the online luxury consumption industry in China. According to the Frost & Sullivan report, our market shares among the online pure upscale products and services e-commerce platforms in 2016 were approximately 25.3% and 15.4% in China and Asia, respectively, as measured by GMV in 2016.

§ **Large and Loyal Customer Base with High Purchasing Power and Tremendous Cross-Selling Opportunities**

We have experienced significant growth and accumulated 15.1 million registered members as of June 30, 2017 and approximately 0.3 million active customers in 2016. We believe the majority of our customers belong to the middle and high income population in China. The customer experience and comprehensive services provided by our dedicated customer service and sales representatives, as well as by our after-sales repair and maintenance professionals, contribute to our customers' trust and loyalty. Our customer service representatives function as complimentary personal butlers, anticipating and addressing a broad range of the varying upscale products and spending needs of our customers. Our sales representatives at our offline experience centers also strive to establish close relationships with our customers and provide customized ordering of brand products and luxury pre-owned products resale services. Our sophisticated membership management system enhances our customer loyalty and fully utilize our platform to fulfil their all-round high-end lifestyle needs. Premier members enjoy a variety of exclusive services, such as exclusive use of our offline experience centers for personal events and dedicated one-to-one customer representative services.

Our sophisticated business intelligence system modeled on SaaS system enables us to efficiently attract new customers as well as new purchases from existing customers utilizing our large customer database to make targeted and precise marketing. Our large and loyal customer base with high purchasing power lays a solid foundation for future cross-selling opportunities. Leveraging our business intelligence system big data capabilities and dedication to customer service, we are able to maximize our customer lifetime value by realizing cross-selling opportunities. We are able to exert strong influence over our customers' purchase decisions while guiding their shopping preferences. By increasing our product offerings in both product category and lifestyle services, we have continued to realize cross-selling opportunities from our existing customer base. For example, when we expanded our product offerings from watches and bags to apparel, jewelry and accessories, we successfully marketed to existing customers and contributed to their highest growth in 2016. We also launched Coo LIVE to expand into high-end lifestyle services in 2016. Together, these are testaments to our cross-selling strategy and capabilities.

§ **Highly Reputable Platform Trusted by Brands and Customers**

We believe we are a highly reputable integrated online upscale products and services platform trusted by domestic and global top-tier brands. Our brand "Secoo" represents luxury, authenticity and high-end life style. We are recognized as a preferred online business cooperation partner in China by many global and domestic top-tier brands, such as Tod's, Salvatore Ferragamo and Versace. We provide Versace with online consignment services, including online operation/maintenance services and advertisement and promotion services on our online platform for Versace products and Versace agrees to pay service fees to us. Ferragamo granted us a non-exclusive right to sell and distribute its products at retail in China (excluding Hong Kong, Macau and Taiwan) through our online platform. We provide online operation and advertisement services with Tod's authorized distributor in China, Italiantouch Trading (Shanghai) Co., Ltd., or Italiantouch, for Tod's products and Italiantouch agrees to pay service fees to the Company. We are cooperating with brand boutiques operating in

department stores for our customers to pick up products our online platform in these stores and take advantage of our after-sales maintenance services. To achieve business cooperation with these brands, we have undergone stringent supply chain tests and screening from these brands. Recognition and cooperation with these top-tier brands evidence our reputation and capabilities in upscale products online retail industry in China. We believe that our collaborations with brands are mutually beneficial as it enhances brands' reputation and expand their reach into Asian market. For example, we are collaborating with overseas high-end brands to provide domestic after-sales services for their products in China so that these brands becomes more preferable to Chinese customers. Building on our foundation as a reputable and trusted brand, we continue to use word-of-mouth marketing and expand cost-effective branding initiatives nationwide to reinforce our reputation in the online luxury consumption industry. We believe that our China Luxury E-commerce Whitebook published in 2016 has been recognized as an authority in luxury product retail industry in China.

Our core strength as a reputable platform lies in our strong capabilities to conduct authentication, utilizing our large proprietary database on luxury products, experienced authentication professionals and stringent product sourcing and examination protocols. Almost all products sold on our platform are subject to our multi-layered and ISO-9001 certified authentication process. In recognition of the quality of our pre-sales authentication and after-sales maintenance services, we have been working with China National Leather Products Quality Supervision and Examination Center in Beijing since 2012 and established a work station in November 2014 to jointly develop the authentication and maintenance technologies and database for leather products in order to meet the tremendous demand for such upscale products in China. Some of our luxury product authentication standards have been recognized as national standards by the Ministry of Commerce. Customers come to us for upscale authentic products and high-end lifestyle services, and our comprehensive customer services. Since our inception in 2011, we have not been involved any disputes relating to the authenticity of our products. Our reputation, customer experience and loyalty are evidenced by our one-year customer retention rate of 30% in 2016. Our repeat customers represented 49% of all active customers in 2016.

§ **Leveraging our Comprehensive Global Supply System to Optimize the Shopping Experience**

We have established a comprehensive global supply system to optimize our customers' shopping experience, including a large base of suppliers and our own global subsidiaries for products sourcing purposes. Our suppliers include brands, brand authorized distributors and other individual and corporate suppliers (including professional shoppers). We provide more than 3,000 domestic and international brands on our platform. We directly source from brands and brand authorized distributors covering over 1,000 brands, which enable us to provide more diversified products and stock availability. Furthermore, we have established subsidiaries in Hong Kong, Italy and the United States, which enables us to source products that are only available locally and make limited products accessible to our Chinese customers without going abroad. Our comprehensive global supply system is designed to enable us to meet all sorts of purchase preferences and needs of our customers, varying from in-season luxury products directly from brands, to highly sought-after classic styles from distributors, to vintage and rare products from individual and corporate suppliers, and to overstock products with deeply discounted price from brands and distributors.

We offer an extensive selection of product categories covering a full range of upscale products for everyone's needs on our platform. We believe that expanding our product offerings helps optimize customers' shopping experience, diversify our revenue sources and further improve our economies of scale. In addition, we have expanded our offerings of high-end lifestyle services since 2014. As we grow rapidly and expand our product selection aggressively, we have substantially increased the number of our suppliers to approximately 2,000 as of December 31, 2016. With our extensive network of suppliers, we are able to obtain a wide selection of product categories and services at favorable terms. We also leverage on our market position to gain exclusive cooperation with top global brands. More importantly, we strive to maintain strong and long term relationship with our trusted suppliers that have successfully passed our stringent and continuous suppliers' screening and review.

§ **Proprietary Business Intelligence System and Strong Data Analytics Capabilities**

We have developed a sophisticated business intelligence system modeled on SaaS system that leverages our large customer database to create customized product recommendations to support targeted marketing, allowing us to efficiently attract new customers as well as new purchases from existing customers. Through the business intelligence system, we are able to accurately forecast our sales and adjust our procurement strategy to minimize the inventory risks and enhance relationships with suppliers. Our business intelligence system is built with cloud computing infrastructure providing decision-making intelligence, such as dashboard operation, operational analysis, market analysis, sales forecasts and products, precision marketing, and other application-oriented intelligent products.

Leveraging our big data technology, we are able to create customized product recommendations to support push and targeted marketing that facilitate data-driven decision-making and increase our product sales. Our extensive user data originates from our expanding large customer base. Our experienced data analytics engineers collect and analyze large amount of consumer behavior data to develop comprehensive customer profiles, which enables us to enhance segmentation and personalization capabilities. In 2016, we began to cooperate with a leading internet company in China, through which we exchanged non-sensitive customer information to further enhance our understanding of consumers' online behavior and patterns. Through this collaboration, we are able to backtrack our customers' online habits and behavior in addition to their online shopping preferences. Leveraging on big data technology, we can use precise marketing to efficiently attract new customers and retain existing customers.

Visionary Founder, Experienced Management Team

Our founder, chairman and chief executive officer, Mr. Richard Rixue Li, is a pioneer in the luxury product retail industry in China with over 20 years of market experience. Under Mr. Li's leadership, we have introduced many innovative initiatives, such as our integrated online and offline business model, Secoo Check payment and online to offline cooperation.

Our senior management has rich management experience, who have on average more than 15 years of management and operation experience. With the goal to build an unique upscale products and services platform, our management operate our company with an international horizon. More than a quarter of our employees studied overseas and are well versed in international corporate operations and management.

§ **GROWTH STRATEGIES**

Our goal is to become a one-stop platform offering a full range of upscale lifestyle products and services. We intend to achieve our goal by pursuing the following growth strategies:

§ **Further Improve Customers and Premier Members' Experience to Maximize Customer Lifetime Value**

We are dedicated to improving customer experience to attract new customers and enhancing existing customers' loyalty, especially for our premier members. We intend to further develop a superior customer experience through enhanced online functionality and deluxe customer services, supported by technological innovation. We plan to further:

- § refine our business intelligence system and big data technology to provide more effective targeted and precise marketing, provide personalized customization services for our members and lower customer acquisition cost;
- § engage in brand promotion campaigns and other marketing activities to enhance our brand recognition throughout China;
- § enhance customer engagement by developing an online community featuring user-generated content to increase customers' online participation and to further enhance the features of our customer loyalty;
- § make the offline shopping experience more seamlessly integrated with our online platform by enhancing the technological infrastructure of our offline experience centers, selectively launch new

offline experience centers in popular shopping destinations and expand our customer services in overseas offline experience centers;

- enhance our capability to manage mix of upscale products and service offerings to facilitate cross-selling, including private designer labels and high-end lifestyle services, to expand our cross-selling capabilities; and
- strengthen membership management and enhance members' loyalty through providing exclusive benefits to our valued premier members, such as personal delivery services to our diamond and black card members.

Our customers and premier members are valuable to us and essential to our growth and success. To maximize customer lifetime value, we design our platform to increase our customers' spending and purchase frequency with us through building brand loyalty, upgrading customer services, maintaining long term relationship with our customers and expanding cross-selling opportunities.

- **Strengthen Brand Relationships and Expand Products Offerings**

We intend to work closely with our existing brand partners and increasingly form direct supply relationships with domestic and global brands and their authorized distributors to guarantee product authenticity from the sources by helping brands reach a broader base of customers. In addition to established brands, we intend to increase our cooperation with more exclusive and aspirational brands, as well as new and trendy brands, in order to meet the shifting consumption preferences and fashion trends in China. We plan to work with a broader range of domestic brands with proven track records that offer traditional Chinese apparel, jewelry and other upscale products in order to expand the range of choices available to our consumers.

We plan to further expand our product offerings with a broader selection of product categories, which is a process guided by our knowledge of consumer spending patterns and behavior. For example, we intend to expand offering and exportation of high-end Chinese original products, such as furniture, Chinese art, artisan products, Chinese designer apparel and famous Chinese brand products. We are also planning to significantly expand fine dining, travel package and other lifestyle service offerings on our platform to provide one-stop shopping that meets our customers' all high-end lifestyle needs. We intend to further expand cooperative relationships with leading Chinese offline upscale product retailers in major metropolitan cities in China, pursuant to which we will establish online stores on our platform offering products from such offline retailers. We will provide customer services, including after-sales product repair and maintenance services, for products sourced by such offline retailers and sold on our platform.

- **Further Strengthen Big Data Capabilities**

We will continue to strengthen our technology infrastructure in pursuit of operational excellence, especially our big data technology, to effectively utilize the large amount of user behavioral data generated through our website and mobile applications. We intend to apply our big data technology to explore upscale products and services consumers' online behavior and patterns so that we can expand our advertising, marketing and promotion cooperation with other major online platforms and brands.

We intend to develop our scalable cloud-based IT infrastructure to support our future business growth. In terms of customer service, we are developing technology that allows us to track the condition of individual products sold and to provide reminders to customers for routine product maintenance. We are also designing luxury companion products such as smartwatch bands and other smart accessories that could track and monitor the luxury products that we sold in order to provide better customer service.

- **Expand International Coverage**

Leveraging our extensive experience in China, we may pursue strategic initiatives to expand our business overseas, including by setting up websites, warehouses and payment systems in the European Union, the United States and South East Asia and promoting our Secoo brand to new overseas customers. We intend to

establish and expand warehouses overseas and prepare for our international expansion to directly supply to overseas customers. We may pursue strategic acquisition to expand our global footprint and also increase our business scale in the near future.

We may selectively pursue strategic alliances that are complementary to our business and operations, including opportunities that can help us extend our customer and brand reach, expand our product and service offerings and improve our technology infrastructure.

§ **OUR BUSINESS MODEL**

Our business model focuses on an integrated online and offline platform offering a full range of high-end lifestyle products and services to better serve our customers and members. Our integrated platform consists of our Secoo.com website, mobile applications and offline experience centers. Our online platform facilitates easy product selection, order processing and convenient payments for our customers. We have opened five offline experience centers in popular shopping destinations and central business districts in China, Hong Kong and Malaysia to provide in-store shopping experience and comprehensive customer services, which we believe bolstered our customer satisfaction, strengthened our Secoo brand creditability and enhanced our brand presence.

We offer an extensive selection of upscale products for everyone's needs on our platform, including watches, bags, clothing, footwear, jewelery and accessories. In addition, we have expanded our offerings of high-end lifestyle services to satisfy the needs of modern lifestyle since 2014. We believe that expanding our product offerings helps optimize customers' shopping experience, diversify our revenue sources and further improve our economies of scale. With our extensive network of suppliers, we are able to obtain a wide selection of product categories and services at favorable terms. Our "Coo Sir" channel also serves as a forum for users for information related to fashion trends and lifestyle news. Our user-generated contents covers a variety of topics, such as sartorial tips for various occasions and product reviews. We thrive to enhance our reputation as the destination for luxury products and lifestyle in China. Our business model creates significant value to our business partners, including third-party sellers and suppliers, cooperation brands, and ultimately benefit our business and customers.

§ **OUR PLATFORM**

Our platform consists of our online platform, including *Secoo.com* website and mobile applications, and our offline experience centers. Our offline experience centers complement our online platform to provide superior customer services and experience.

§ **Online Platform**

We offer a full range of upscale products and services through our online platform. We generated 78.7% and 89.7% of our total GMV through our online platform in 2015 and 2016, respectively. Integrating convenience, aesthetics and functionality, our online platform aims to actively drive consumer spending by featuring a strategically selected catalog of popular items. We focus on creating an enjoyable online shopping experience for our customers whereby their purchase decisions are guided by detailed product descriptions, multi-angle picture illustrations and educational fashion literature. Our online platform interface is fully integrated with our warehouse management system, or WMS, enabling us to track order and delivery status of each individual product on a real-time basis.

Our website and mobile applications feature the following user-friendly functionalities that enhance customer experience and convenience:

- *Comprehensive product information*: Each product page contains product pictures, price, discount from the suggested retail price, detailed product parameters, customer reviews and payment and delivery options. Depending on the product, we provide additional information such as brand story

and product condition to help customers make informed purchase decisions (to steer customers towards additional products in which they may be interested.)

- *Product recommendations*: Our business intelligence system generates recommendations of additional products in which our customers may be interested. These recommendations come in two forms: each product page typically includes recommendations for complimentary products that are often purchased together; and our website offers tailored product recommendations to customers based on their browsing and purchase histories. On our mobile application, we carefully select products that we believe are better suited for mobile commerce to cater to the faster purchase decision-making speed of mobile users. We periodically notify our mobile application users of sales events and promotions through text messages and mobile push notifications.
- *Sales Functionalities*: Our customers can conveniently leave their reviews of the products at the end of the product page based on their feedback of the products. Our customers can also share their shopping experiences with us on various social media platforms and networking websites through links on the product page. We have launched some of our sales events a few hours earlier on our mobile applications and offered selected products and sales events exclusively on our mobile applications to further boost mobile traffic and purchases. To enhance customer loyalty, increase cross-selling opportunities and help customers make informed purchase decisions, our online platform also features literature on fashion trends, wardrobe tips and product recommendations, such as Tiaoli.
- *Personalized Services*: We offer personalized services via our account management system, which allows our customers to customize their payment and delivery preferences. To facilitate the ease of the checkout process for our repeat customers, our database keeps track of their preferred delivery address, shipping method and payment option based on information they previously provided. Additionally, the direct dial feature on our mobile applications allows our mobile application users to call our customer service representatives with a single click.

To satisfy our existing customers' shopping preferences and attract new customers with more unique shopping experience, we offer a variety of online sales formats, including customization, flash sales and auction.

- Through customization, we offer our customers with custom-made products that are specially made according to our customers' needs and tastes. Our personalized customization services is a testament of our dedication to serve our customers.
- Our flash sales embody value, quality and convenience that are well-suited to brand-conscious consumers in China seeking upscale products at competitive price. Through our flash sales, we offer limited quantities of deeply discounted upscale products for limited periods of time. In addition to being an effective sales channel, our flash sales are also a key entry point for attracting online user traffic and allow us to efficiently gauge the marketability of different products by analyzing sales data.
- Through auction, we offer a mix of new and used upscale products, watches, using auction sales to provide our customers with a more varied and exciting shopping experience. Our auction sales have been proven an effective channel for our SKUs management.

- **Offline Experience Centers**

Our offline experience centers complement our online platform to provide superior customer and membership services and experience. We generated 21.3% and 10.3% of our total GMV through our offline experience centers in 2015 and 2016, respectively.

With our experienced customer service team and latest technologies, our offline experience centers provide one-stop service that addresses customers' varying needs for luxury products. Our offline experience centers feature a comprehensive suite of customer services, including product curation, pick-up, return, authentication and maintenance. Assisted by our sales representatives, customers may purchase products on display directly or make purchases on our website seamlessly using our tablets. Our sales representatives

establish close relationships with our customers and provide them with continuing after-sales service. Furthermore, our offline experience centers serve warehousing functions, allowing customers to pick-up or return products they ordered online. Owners may also bring their new or used products to our offline experience centers for auction on our platform.

We currently have five offline experience centers located in Beijing, Shanghai, Chengdu, Hong Kong and Malaysia. As of December 31, 2016, our five offline experience centers occupied a total of approximately 5,100 square meters in area and were staffed with over 90 sales representatives. To enhance our customer experience and to further broaden our brand awareness, we intend to selectively launch new offline experience centers in popular shopping destinations, domestic cities with significant consumption demand for luxury products and third- and fourth-tier cities with potential market for luxury products. We intend to expand our customers services in overseas offline experience centers, such as free concierge services to our members when they travel to these cities. In addition, we also collaborated with major players in other industries to expand offline experience centers and our brand reach. For example, in June 2016, we entered into strategic cooperation partnership with one of China's largest real estate developers, Country Garden, and jointly incorporated Secoo Garden Tradings Sdn. Bhd., or Secoo Garden, and opened our offline experience center in Malaysia to tap into southeast Asian market. Pursuant to the joint venture agreement between Country Garden and us, Country Garden holds 15% of the equity share capital of Secoo Garden, whereas we hold 85%. We provide technical knowledge, operate the duty free business, bring in high-end brand products, and agree to operate the business for at least three years. Country Garden is responsible for obtaining necessary approvals for the operation of the duty free business in Malaysia.

§ **Omni-Channel Commerce Solutions**

Our omni-channel commerce solutions connect our customers and offline retailers in China, through which physical stores offer their products on our online platform and our customers have the options to either receive their orders sending directly from our partner stores or pick up their orders at the physical stores conveniently located in the shopping destinations of these cities, such as Versace boutiques. We are currently cooperating with brand physical stores by integrating our online shopping services by capitalizing on our strong online presence and our established fulfillment infrastructure.

§ **OUR CUSTOMERS**

Since our inception in 2011, we have built a large and loyal customer base with high purchasing power. The average sales per order on our online platform is over RMB3,500 (US$516.3) for the six months ended June 30, 2017, which is higher than other major e-commerce online platforms in Asia, according to the Frost & Sullivan report. We have accumulated more than 15.1 million as of June 30, 2017 and approximately 0.3 million customers in 2016. We believe that the majority of our customers are well-educated professionals belonging to middle and high income population in China.

Our position as a market leader and economies of scale enables us to provide our customers with a seamless and compelling shopping experience to build loyalty and trust. Our one-year customer retention rate was 30% in 2016. Our repeat customers represented 49% of all active customers in 2016.

§ **CUSTOMER SERVICES AND MEMBERSHIP PROGRAM**

§ **Customer Services**

Customer service representatives. We believe our strong emphasis on customer service enhances our brand image and customer trust and loyalty. Our customer service center provides real-time and butler-style assistance to our customers. Leveraging insight into customer behavior, our customer service representatives provide targeted product recommendations, product purchasing and sourcing assistance, as well as reminders to customers for routine product maintenance. Our sales representatives at our offline experience centers establish close relationships with our customers and provide customers with continuing after-sales service, such as paid cleaning and maintenance services. We recruit customer service representatives with substantial experience in the luxury retail product industry. Each representative is required to complete mandatory training on product knowledge, complaint handling and communication skills. We regularly monitor and evaluate the performance of each representative to ensure superior quality.

Product after-sales maintenance service. We believe our after-sales maintenance service is among the best in the e-commerce industry in China. Different from brand after-sales services, our after-sales services have the advantage of shorter service time, and integrate domestic and multi-brand maintenance services. We currently provide such service for three categories of products, namely watches, leather products and jewelry, at our offline experience centers.

Return policy. We generally allow customers to return or exchange unopened products within seven days upon receipt of the product by submitting a return request online. Our customer service representatives will review and process the request and contact the customer by e-mail or by phone if there are any follow-up questions. Customers have the option to mail the products to our logistics center or bring them to one of our offline experience centers. Upon receipt of the returned or to-be-exchanged product, we credit the customer's member or payment account with the purchase price or deliver the replacement product to customers after inspection.

§ **Membership Program**

We have established a membership system to cultivate customer loyalty and encourage additional purchases by offering a variety of exclusive membership benefits and awards. Our membership program features five membership levels, i.e., regular, silver, gold, diamond and black, and customers will be automatically upgraded to higher levels based on their total spending with us annually. Our members receive a variety of exclusive benefits according to their membership levels, such as product coupons and discounts, Secoo Check installment payments services, free gift packing and domestic delivery, cleaning and maintenance services, fast return and refund services and customized ordering of brand products. Our premier members, i.e., diamond and black members, enjoy a variety of premium services, such as exclusive birthday presents, priority ordering of our new, rare and popular products, tryout-first-and-buy-later privilege, exclusive use of our offline experience centers for personal events and expanded access to offline experience center lounges and dedicated one-to-one customer representative services, who are familiar with their shopping tastes and preferences. We also select and offer premier members exclusive access to brand collaboration and art events hosted by us. In addition, we provide personalized customization services for our customers through our online platform. In addition, we award membership points to members who take part in special promotions or recommend our Secoo online platform to friends. Members can convert their membership points into store credits towards future purchases with us.

PAYMENT

We provide our customers with a variety of payment options on our online platform, including Secoo Check, online payments with credit cards and debit cards issued by major banks in China, payment through major third-party online payment platforms, such as Alipay, UnionPay and Wechat Pay, bank transfers, cash on delivery (for products with low purchase prices) and payment using our store credits. Recognizing our brand reputation as an upscale products and services platform, Wechat Pay allows our platform to process up to RMB15,000 per order, which we believe is higher than that allowed for most other e-commerce platforms.

In 2016, we launched Secoo Check at our online platform, through which our customers can make payments for our merchandise products in one, three, six or twelve monthly installments. Currently, the Company does not charge installment service fees or interests to our customers. Secoo Check gives our customers more convenience and faster approval speed. For the year ended December 31, 2016, the transaction volume of our installment payment services reached approximately RMB30.6 million. In addition, through the collaboration with us, Shanghai Pudong Development Bank issues co-branded credit cards and has received more than 40,000 applications as of the date of this prospectus. We believe that the co-branded credit cards would not only facilitate our customers' payment on our website, but also increase our brand reputation and credibility.

PRODUCT OFFERINGS

§ Product Categories

We offer a full range of upscale products and services on our platform. Since we commenced our current business operations in 2011, we have sold over 300,000 SKUs of upscale products, and we currently offer over 300,000 SKUs of such products on our platform. In 2016, sales of watches and bags accounted for 28.3% and 26.6% of our total GMV, respectively. The following table illustrates the categories of upscale lifestyle products we offer:

Product category	Product description
Bags	Top-handle bags, shoulder bags, cross-body bags, evening bags, purses, clutches, wristlets, wallets, cosmetics bags, satchels, rucksacks, luggage and waist bags
Watches	Automatic self-wind, mechanical hand-wind and quartz wrist watches for men and women with leather or metal bands for social, outdoors and various other occasions, as well as watch accessories
Womenswear	A variety of apparel and styles, including gowns, dresses, coats, casual wear, jeans, outerwear, swimsuits and lingerie
Menswear	A variety of apparel and styles, including formal suits, coats, casual and smart-casual T-shirts, polo shirts, jackets, pants and underwear
Footwear	Designer shoes for women and men for both casual and formal occasions
Children's wear	Apparel and footwear for boys, girls, infants and toddlers
Sportswear	Sports apparel, gear and footwear
Cosmetics and skin care	Lip gloss, nail polish, perfume, makeup remover, cosmetic applicators, facial cleansers, moisturizers, facial masks, lotions, toners, shampoos, conditioners and body washes
Jewelry	Fashion jewelry in a variety of styles and materials, including ear-rings, brooches, necklaces and pendants, bracelets, charms, rings, gold bullions and gold derivative products for investment purpose
Accessories	Belts, scarfs, eyewear, gloves, ties, hats and umbrella
Automobile	Luxury sedans, sports cars, SUVs, MPVs, trucks and jeeps
Home goods	Home furnishings, including bedding and bath products, home decor, dining and tabletop items, kitchenware, electronics and small household appliances, lighting, maternity products, toys and games, musical instruments and wine
Fine food and beverage	High-end chocolate, tea, coffee, soft drinks, soda water and wine
lifestyle services	Fine dining, vacation packages, hotel stays, chartered flights, private jet rentals and drones
Art	Paintings, drawings and sculptures, and related services, such as customization, authentication and certification
High-end Chinese original products	Handcraft, Chinese designer apparel, furniture, tea, and famous Chinese brand products

§ General Pricing Policy

We set our prices based on the retail prices set by brands and distributors to be competitive with those on other major online retail websites and in physical stores in China. Benefiting from our economies of scale,

we are able to negotiate with our suppliers for prices that are competitive with those they offer to other sales channels.

§ **AUTHENTICATION AND QUALITY CONTROL PROCEDURES**

We believe we have one of the most stringent authentication and quality control procedures in the Chinese e-commerce industry. Almost all products sold on our platform are subject to our ISO-9001 certified authentication process. We are the first online upscale products and services platform that was authorized to jointly establish a work station with the Chinese National Leather Products Quality Supervision and Examination Center to authenticate leather products in Beijing, China.

Product sourcing. We diligently examine the product sourcing channels and qualification of our suppliers. Our form supply agreement requires suppliers to represent that the products they supply are authentic, are from legitimate sources and do not infringe upon rights of third parties, and to indemnify us for any damages resulting from any breach of such representations.

Inspection. After the products arrive at our logistics centers, we carefully inspect the exterior of the products and immediately reject or return products that do not meet the purchase order specifications or our quality standards, such as products with broken or otherwise compromised packaging.

Authentication. After the products have been inspected, they generally undergo our standard authentication procedures.

For our first-level authentication, our experienced authentication professionals carefully examine the physical traits of products according to our standard authentication protocols to ensure their authenticity. Our authentication professionals, a number of whom hold senior engineer titles and governmental certifications, have an average of 15 years of work experience in the luxury retail product industry. Our authentication professional team is one of the largest full-time authentication teams in Asia among online upscale products retail platforms. Our second-level authentication leverages our sophisticated laboratory equipment to examine the chemical characteristics of the products. Additionally, products that have been determined to be authentic by the first two levels of authentication remain subject to our random selection for further testing in order to ensure the genuineness of the products we offer.

Proprietary database. Leveraging our rich experience in the luxury product retail industry, we have built a comprehensive database featuring detailed product information covering a wide range of brands, which, as of December 31, 2016, contained detailed product information covering over 3,000 domestic and international brands. Our proprietary database guides every step of our authentication procedures. We continuously update our database by gathering information on the latest products debuted by luxury brands.

Online authentication. Building on our big data technology and proprietary database, we are able to provide online authentication services of luxury products to our customers and customs offices throughout China. Online authentication services are used as a preliminary authentication check against our authentication standards and additional physical authentication will be conducted before we accepted the products or send the products to our customers.

§ **FULFILLMENT**

We have established a logistics and delivery network with nationwide coverage. We engage reputable global and domestic third-party delivery companies to ensure reliable and timely delivery. We offer free shipping on all products fulfilled domestically. Customers also have the option to pick up products at one of our offline experience centers or partnered brand stores. For overseas direct sales, we incentivize customers to pick up the products at our overseas offline experience center by offering special discounts or perks.

Logistics Network and Warehouse Management System

Our logistics network consists of logistics centers strategically located in Beijing, Shenzhen, Hong Kong and Milan. Our Beijing logistics center handles essentially all products sold through our online shopping mall, flash sales and auction formats. Our Hong Kong logistics center processes all orders placed through our overseas direct sales format. Our offline experience centers in Shanghai and Chengdu also perform certain warehousing functions.

Our WMS enables us to closely monitor each step of the fulfillment process from the time a purchase order is confirmed and the product arrives in one of our logistics centers to the time the product is packaged and picked up by delivery service providers for delivery to a customer. Shipments from suppliers generally first arrive at or are first directed to one of our logistics centers. At each logistics center, each product is bar-coded and tracked through our WMS, allowing real-time monitoring of inventory levels across our logistics network and item tracking at each logistics center. We repackage all products to our standardized boxes before the products are shipped to our customers.

§ **Delivery Services**

We believe that timely and convenient delivery is essential towards customer satisfaction. We deliver orders placed on our online platform across China through reputable third-party delivery companies with global and nationwide coverage, including S.F. Express, DHL, YTO Express and China Post EMS. For higher-priced products, we offer customers with delivery addresses within the urban areas of Beijing, Shanghai and Chengdu the option to have their products delivered by our own employees in order to ensure product safety and to provide product introductions upon delivery. Alternatively, our customers, who prefer to pick up their order themselves, can also pick up products they ordered online at our conveniently located offline experience centers. Also, they may pick up certain products from collaborater branded store.

We typically negotiate and enter into service agreements with delivery service providers on an annual basis. We regularly monitor and evaluate the performance of our delivery partners and their compliance with our contractual terms.

§ **SUPPLIERS**

We have built a trusted global supply chain for upscale products and services, for which we provide a variety of technological and service support. Since we commenced our current business operation, we have attracted a broad group and large base of suppliers of upscale products, including brands, brand authorized distributors and individual and corporate suppliers. We believe our ability to generate significant sales and to provide high-quality after-sales customer service helps us attract new suppliers and build stronger relationship with our existing ones. Our comprehensive global supply system is designed to meet the diverse purchase preferences and needs of our customers, varying from in-season luxury products to highly sought-after classic styles and vintage and rare products.

We have established direct product sourcing relationships with a broad range of brands around the world, including Europe, the United States, Japan and South Korea, as well as Hong Kong. Leveraging our scale in China, we have also become the first e-commerce partner with a number of global brands in order to help such brands establish a presence in the China market. Our overseas direct sourcing offer Chinese consumers convenient access to luxury products sourced at attractive prices and fulfilled directly from overseas, without the need to travel abroad, and allow our consumers to make payments in Renminbi. We synchronize our order and logistics information with the local customs bureau in China, which together with our expertise in overseas direct products sourcing and logistics, enable us to provide fast and convenient delivery and customs clearance services for our customers.

Maintaining strong relationships with our suppliers is important to the growth of our business. Any negative developments in our relationships with our existing suppliers could materially and adversely affect our

business and growth prospects. If we fail to attract new suppliers and third-party merchants, our business and growth prospects may be materially and adversely affected. See "Risk Factors — Risks Related to Our Business — If we fail to manage and expand our relationships with suppliers, or otherwise fail to procure products at favorable terms, our business and growth prospects may suffer."

§ **Supplier Selection**

Our merchandizing team is responsible for identifying potential suppliers based on our supplier selection guidelines. For brand suppliers, we consider their industry positions since we aim to prioritize selling top brands, whereas for brand authorized distributor suppliers, we favor level one distributors because level one distributors usually guarantee the authenticity of their products. Additionally, we follow an internal suppliers selection system that considers pricing, profits, credibility, services and potential long-term collaboration. Once a potential supplier is identified, we conduct regular due diligence reviews on its qualifications based on our selection criteria.

For other individual and corporate suppliers who apply to have their products on our online platform, our merchandizing team first determines whether to accept the application based on the marketability of such products and their compatibility with our auction sales format. For approved applications, we require the owners to deliver the products to us for authentication. Once the products have been authenticated, we determine the initial bidding prices in consultation with the owners based on a number of factors such as marketability, the initial purchase price, brand and wear and tear.

§ **Supply Arrangements**

For products fulfilled domestically, we generally enter into standard supply agreements with suppliers. We stock the products at our warehouses before orders are placed on such products by our customers. Our suppliers can monitor the inventory level of the products they supplied using our system and timely respond to our sales demands. In anticipation of major sales events, we provide advance notice to the relevant suppliers so that they can reserve sufficient stock to meet potential surge in demand.

For products fulfilled overseas and sold through our overseas direct sales format, we only purchase a product from our supplier when an order has been placed and paid for by a customer.

§ **Product Selection**

Our merchandizing team possesses insights and deep understanding of our existing and potential customers' evolving needs and preferences. Before selecting a product to be offered on our platform, we consider and analyze historical sales data, latest fashion trends, seasonality and customer reviews and feedbacks to estimate the quantity sales format for a particular product. We carefully plan our product mix to achieve a balanced and complementary product offering across different upscale product categories.

§ **Inventory Management**

While we pay for products fulfilled from overseas at the time we purchase them, we generally do not pay in advance for other upscale products that we purchase or source from our domestic suppliers. For some of our suppliers, we only have to settle payment after the products we sourced from such suppliers are sold.

Our WMS allows us to efficiently manage our inventories, track products, and deliver products to our customers on a timely basis. We use an ERP system to monitor and actively track sales data. This system helps us make timely adjustments to our procurement plan and minimize excess inventory.

§ **MARKETING**

We believe that the most effective form of marketing is to continuously enhance our customer experience, as customer satisfaction leads to word-of-mouth referrals and recurring purchases. We have been able to build a large and loyal customer base primarily through comprehensive customer services and a variety of advertising and brand promotion activities.

For our most loyal customers and members, we host periodic online and offline events, including seminars, aimed at providing them with useful information about fashion trends and wardrobe tips, which serve as cross-selling opportunities for us. We provide various incentives to our customers and members to increase their spending and loyalty, and we send targeted e-mails and text messages to our customers periodically with product recommendations and promotions based on their online shopping habits and behavior. For example, we offer a selection of deeply discounted products on special occasions, such as our annual Luxury Festival beginning on December 17 of each year and Secoo anniversary sales on July 7 each year and Double 11 singles day shopping festival, and on major holidays, such as Christmas and Chinese New Year. We also hold daily sales events for selected brands and products for a limited period of time through our flash sales. We have continued to realize cross-selling opportunities from our existing customer base by creating more diversified sales formats and increasing our product offerings.

Leveraging our sophisticated business intelligence system and big data technology, we are able to generate a deep understanding of the characteristics of our target customer group. With this knowledge, we precisely direct our marketing efforts through both online and offline channels in order to efficiently reach our new customers. We also collaborate with other major online platforms in China to innovate current online marketing model. For example, in December 2016, we began to cooperate with a leading internet company in China to through which we exchanged non-sensitive customer information to further enhance understanding of our consumers' online behavior and patterns. Through our collaboration, we are able to backtrack our customers' online habits and behavior in addition to their online shopping preferences. We work with prestigious brands, to use our innovative marketing model. If this innovative marketing model proves to be successful, we will not only be able to more precisely improve and upgrade our marketing model, but also transfer ourselves into a marketing data and model provider and generate revenues through feeding valuable marketing data to brands and other companies. We intend to further apply our big data technology to explore upscale products and services consumers' online behavior and patterns so that we can expand our advertising, marketing and promotion cooperation with other major online platforms and brands.

Building on our foundation as a reputable and trusted brand, we continue to use cost-effective and expanded branding initiatives nationwide to reinforce our reputation in the online luxury consumption industry. We believe that our China Luxury E-commerce Whitebook published in 2016 has been recognized as an authority in luxury product retail industry in China. We conduct online marketing activities through major social networks, social media portals, online video, search engines and other major websites in China. To enhance our brand awareness, we have also engaged in brand promotion activities such as advertising on national television networks and on billboards in residential and commercial complexes in major cities in China. Additionally, our cooperation with luxury brands, omni-channel commerce solutions, entertainment stars and other major industry players also greatly enhanced our brand credibility and reputation in the market.

§ **TECHNOLOGY**

We have built our technology platform relying primarily on software and systems that we have developed in-house and to a lesser extent on third-party software that we have modified and incorporated. Our strong technology platform is vital in supporting our pursuit of a continually improving customer experience, including the customer experience of our mobile users. From our website, the primary customer interface, to the back end management systems, our technology platform supports smooth and accurate operational execution as well as seamless information flow, data consistency and analytics. We have adopted a

service-oriented architecture supported by big data technology, which consist of front-end and back-end modules. Our network infrastructure is built on self-owned servers located in data centers operated by a major PRC internet data center provider. We are implementing enhanced cloud architecture and infrastructure for our core data processing system to augment our existing virtual private network as we continue to expand our operations, enabling us to achieve significant operational efficiency through a virtual and centralized network platform. The principal components of our technology platform include:

Website and mobile applications. Our website, together with our mobile applications, is our primary customer interface , which mainly include product display, account management, category browsing, shopping cart, order processing and payment functions.. Our website and mobile applications are supported by our proprietary content distribution network, dynamic and distributed cluster and two core databases on merchandise and customers, providing our customers with quicker access to the product display in which they are interested, and facilitating faster check outs. We have designed our systems to cope with our maximum peak concurrent visitors at all times. As a result, we are able to provide our customers constantly smooth online shopping experience.

Business intelligence system. Our business intelligence systems enable us to effectively collect, analyze and make use of internally generated customer behavioral and transaction data. We use this information for merchandizing, product sourcing, customer profiling, recommendation and marketing. Our business intelligence system is built with the proprietary cloud computing infrastructure, providing decision-making intelligence such as dashboard operation, operational analysis, market analysis, sales forecasts and products such as anti-fraud filters, precision marketing, and other application-oriented intelligent products that facilitate data-driven decision-making and increase our product sales. We will continue to develop and upgrade our sophisticated business intelligence system to effectively utilize the large amount of user behavioral data generated through our website and mobile applications.

Big data technology. We have developed our consumer behavior data analysis capabilities, which enable us to conduct customer profiling to enhance segmentation and personalization. Leveraging our big data technology, we are able to create customized product recommendations to support push and targeted marketing, allowing us to efficiently attract new customers as well as new purchases from existing customers. We have collaborated with other online platform to further apply our big data technology to precise and targeted marketing in the luxury product retail industry. Leveraging this consumer behavior data, we are able to more precisely target our potential customers through online marketing.

CRM, ERP and WMS. Our customer service system mainly consists of our CRM and our customer data analysis and membership management system. Our customer relationship management system tracks customer information, including customers' outstanding orders, order and payment history, and settings and preferences, as well as all interaction between our customer service representatives and our customers, to ensure consistent and high quality customer service. Through our membership management system, we are able to increase our customers' loyalty and fully utilize our platform to fulfil their all high-end lifestyle needs. Our ERP system integrates our management of suppliers, accounting and product distribution information. We use our ERP system to monitor and actively track sales and inventory data. This system helps us make timely adjustments to our procurement plan and minimize excess inventory. Our WMS allows us to efficiently manage our inventories, track products, and deliver products to our customers on a timely basis. Our WMS allows us to efficiently manage our inventories, track products, and deliver products to our customers on a timely basis.

We have developed most of the key business platform through our in-house IT department. We also license certain software from reputable third-party providers and work closely with them to customize the software for our operations. We have implemented a number of measures to protect against system failure and data loss. We have developed a disaster tolerant system for our key business modules which includes real-time data mirroring, daily off-line data back-up and redundancy and load balancing.

We believe that our module-based systems are highly scalable, which enable us to quickly expand system capacity and add new features and functionality to our systems in response to evolving business needs and customer demands without affecting the operation of existing modules. We have also adopted rigorous security policies and measures, including encryption technology, to safeguard our proprietary data and customer information.

For our offline experience centers, we have developed a suite of smart and innovative technology that enhances shopping experience and our customer service. Our Bluetooth smart devices track customer locations and behavior throughout the offline experience centers. When a customer scans the QR code of a product with our mobile application or simply moves a smart phone close to the product, it will show up in the online shopping cart of the customer. This facilitates one-click check-outs later on.

§ **INTELLECTUAL PROPERTY**

We consider our patents, trademarks, software copyrights, service marks, domain names, trade secrets, proprietary technologies and similar intellectual property rights as critical to our success, and we rely on patents, trademark, copyright and trade secret protection laws in the PRC and overseas, as well as confidentiality procedures and contractual provisions with our employees, service providers, suppliers and others to protect our intellectual proprietary rights. As of December 31, 2016, we owned nine patents, 165 registered trademarks, copyrights to 18 software programs developed by us relating to various aspects of our operations and 51 registered domain names, including *secoo.com*. Of the 165 registered trademarks, 135 are registered in the PRC, 16 are registered in Hong Kong, 16 are registered in Hong Kong, four are registered in the US, four are registered in Spain, and four are registered in Europe. We are in the process of applying for 14 patents in the PRC.

§ **COMPETITION**

We face competition from traditional offline upscale products retailers and their online platforms, domestic and global brand online platforms, major domestic e-commerce platforms and global online upscale products retailers, such as *Net-A-Porter.com*.

We anticipate that the retail market of upscale products will continually evolve and will continue to experience rapid technological change, evolving industry standards, shifting customer requirements, and frequent innovation. We must continually innovate to remain competitive. We believe that we compete primarily on the basis of large and loyal customer base with high purchasing power, proprietary business intelligence system and big data technology, global supply chain, authentication, quality control and after-sales services capabilities and our brand reputation.

§ **EMPLOYEES**

As of December 31, 2015 and 2016, we had 738 and 544 full-time employees, respectively. The following table sets forth the number of our full-time employees categorized by areas of operations as of December 31, 2016:

Function	Number of employees
Business development, sales and marketing	206
Technology support	117
Fulfillment	125
Administration and management	96
Total	544

Our success depends to a large extent on our ability to attract, train, motivate and retain qualified personnel. We believe we offer our employees competitive compensation packages and an environment that encourages self-development and, as a result, have generally been able to attract and retain qualified personnel and maintain a stable core management team.

As required by laws and regulations in China, we participate in various employee social security plans that are organized by municipal and provincial governments, including pension, unemployment insurance, childbirth insurance, work-related injury insurance, medical insurance and housing insurance. We are required under PRC law to make contributions to employee benefit plans at specified percentages of the salaries, bonuses and certain allowances of our employees, up to a maximum amount specified by the local government from time to time. To date, we have not been involved in any significant labor disputes.

§ FACILITIES

We are headquartered in Beijing, where we have leased an aggregate of approximately 9,200 square meters of office, offline experience centers, customer service center and logistics center space. As of the date of this prospectus, we have also leased an aggregate of approximately 12,300 square meters of offline experience centers, office and logistics center space in Chengdu, Shanghai, Shenzhen, Tianjin, Yichun, Hong Kong, Milan, Malaysia and New York. A summary of our leased properties as of the date of this prospectus is shown below:

Location	Space (in square meters)	Use	Lease Term (years)
Beijing	9,200	Office, offline experience center, customer service center and logistics center space	1 - 5
Chengdu	1,110	Offline experience center and office	5
Shanghai	1,550	Offline experience center and office	1 - 10
Shenzhen	4,370	Warehouse and office	1 - 2
Tianjin	70	Office	1
Yichun	2,000	Office	4
Hong Kong	2,080	Office, offline experience center	2 - 3
Milan	60	Office	6
Malaysia	800	Offline experience center	3
New York	60	Office	1

We typically enter into leasing agreements renewable every one or five years with independent third parties. We believe our existing facilities are sufficient for our near-term needs.

§ INSURANCE

We maintain certain insurance policies to safeguard against risks and unexpected events. We have purchased property insurance covering our high-valued inventory in our logistics centers. We also purchased property insurance to cover our products sold under our cash-on-delivery payment method while in transit. We also provide social security insurance including pension insurance, unemployment insurance, work-related injury insurance and medical insurance for our employees. We consider our insurance coverage to be sufficient for our business operations in China.

§ LEGAL PROCEEDINGS

From time to time, we may in the future become a party to various legal or administrative proceedings arising in the ordinary course of our business, including actions with respect to intellectual property infringement, violation of third-party licenses or other rights, breach of contract, labor and employment claims. We are currently not a party to, and we are not aware of any threat of, any legal or administrative proceedings that, in the opinion of our management, are likely to have any material and adverse effect on our business, financial condition, cash-flow or results of operations.

REGULATION

This section sets forth a summary of the most significant rules and regulations that affect our business activities in China or our shareholders' rights to receive dividends and other distributions from us.

§ Regulations Relating to Foreign Investment

Industry Catalog Relating to Foreign Investment. Investment activities in the PRC by foreign investors are principally governed by the Guidance Catalog of Industries for Foreign Investment, or the Catalog, which was promulgated and is amended from time to time by the Ministry of Commerce and the National Development and Reform Commission. The Catalog divides industries into three categories: encouraged, restricted and prohibited. Industries not listed in the Catalog are generally open to foreign investment unless specifically restricted by other PRC regulations.

Establishment of wholly foreign-owned enterprises is generally permitted in encouraged industries. Some restricted industries are limited to equity or contractual joint ventures, and in some cases the Chinese partners are required to hold the majority interests in such joint ventures. In addition, industries in the restricted category of the Catalog are subject to higher-level government approvals. Foreign investors are not allowed to invest in industries in the prohibited category. The latest amended Catalog, which took effect on April 10, 2015, further relaxes market access through regulatory reforms such as allowing foreign investors to have complete ownership of equity interest in e-commerce businesses.

On October 8, 2016, the Ministry of Commerce issued the Interim Measures for Record-filing Administration of the Establishment and Change of Foreign-invested Enterprises, or FIE Record-filing Interim Measures, which became effective on the same day and was further amended in July 2017. Pursuant to FIE Record-filing Interim Measures, the establishment and change of FIEs are subject to record filing procedures, instead of prior approval requirements, provided that the establishment or change does not involve special entry administration measures. If the establishment or change of FIE matters is subject to the special entry administration measures, the approval of the Ministry of Commerce or its local counterparts is still required. Pursuant to the Announcement (2016) No. 22 of the National Development and Reform Commission and the Ministry of Commerce issued on October 8, 2016, the special entry administration measures for foreign investment apply to restricted and prohibited categories specified in the Catalog and the encouraged categories which are subject to certain requirements relating to equity ownership and senior management.

Currently, the business scope of our wholly-owned subsidiary in the PRC, Kutianxia contains the business of development of computer software and technology, which falls within the encouraged category under the Catalog.

Foreign Investment in Value-Added Telecommunications Businesses. The Regulations for Administration of Foreign-invested Telecommunications Enterprises, which was promulgated by the PRC State Council in December 2001 and subsequently amended in September 2008 and February 2016, respectively, set forth detailed requirements with respect to capitalization, investor qualifications and application procedures in connection with the establishment of a foreign-invested telecommunications enterprise. These regulations prohibit a foreign entity from owning more than 50% of the total equity interest in any value-added telecommunications service business in China and require the major foreign investor in any value-added telecommunications service business in China to have a good and profitable record and operating experience in this industry.

In July 2006, the Ministry of Information Industry, the predecessor of the MIIT, issued the Circular on Strengthening the Administration of Foreign Investment in the Operation of Value-added Telecommunications Business, pursuant to which a domestic PRC company that holds an ICP License is prohibited from leasing, transferring or selling the ICP License to foreign investors in any form and from providing any assistance, including resources, sites or facilities, to foreign investors that conduct a value-

added telecommunications business illegally in China. Further, the domain names and registered trademarks used by an operating company providing value-added telecommunications services must be legally owned by that company or its shareholders. In addition, the company's operational premises and equipment must comply with the approved coverage region on its ICP License, and the company must establish and improve its internal internet and information security policies and standards and emergency management procedures. If an ICP License holder fails to comply with the above requirements and also fails to remediate such non-compliance within a specified period of time, the MIIT or its local counterparts have the discretion to impose administrative measures on such license holder, including revoking its ICP license.

To comply with the PRC regulations discussed above, we operate our website and commercial value-added telecommunications services through Beijing Secoo and Beijing Auction, our PRC consolidated variable interest entities, each of which holds an ICP License. Beijing Secoo and Beijing Auction, the operator of our website, *secoo.com, secoo.cn, siku.cn*, *secooing.com* and etc., also owns the relevant domain names and trademarks used in our value-added telecommunications businesses.

On June 19, 2015, the MIIT issued the Circular on Lifting the Restriction to Foreign Shareholding Percentage in Online Data Processing and Transaction Processing Business (Operational E-commerce), or the New E-commerce Circular, pursuant to which, foreign investors are allowed to hold up to 100% equity interest of an entity operating online data processing and transaction processing business (operational e-commerce) in China. Although the New E-commerce Circular relieved shareholding percentage restriction for foreign investors in the online data processing and transaction processing business (operational e-commerce), such "operational e-commerce" is not defined in either the New E-commerce Circular or other relevant laws and regulations, and meanwhile relevant requirements provided by the Regulations for Administration of Foreign-invested Telecommunications Enterprises shall still apply. For example, the requirement that the major foreign investor needs to have a good track record and operating experience in the value-added telecommunications service industry will still apply when applying for the license for online data processing and transaction processing business (operational e-commerce). So far, there remain significant uncertainties with respect to the interpretation and implementation of the New E-commerce Circular by the competent authorities and the application for the licence regarding online data processing and transaction processing business (operational e-commerce) by a wholly owned foreign invested enterprise in practice.

Considering the uncertainty of the implementation of the New E-Commerce Circular, we have kept on operating our website and commercial value-added telecommunications services through Beijing Secoo.

§ **Licenses and Permits**

We are required to hold a variety of licenses and permits in connection with various aspects of our business, including the following:

ICP License. The Telecommunications Regulations promulgated by the State Council and its related implementation rules, including the Catalog of Classification of Telecommunications Business issued by the MIIT, categorize various types of telecommunications and telecommunications-related activities into basic or value-added telecommunications services, and internet information services, or ICP services, are classified as value-added telecommunications businesses. Under the Telecommunications Regulations, commercial operators of value-added telecommunications services must first obtain an ICP License from the MIIT or its provincial level counterparts. In September 2000, the State Council also issued the Administrative Measures on Internet Information Services, which was amended in January 2011. According to these measures, a commercial ICP service operator must obtain an ICP License from the relevant government authorities before engaging in any commercial ICP service in China. When the ICP service involves areas of news, publication, education, medical treatment, health, pharmaceuticals and medical equipment, and if required by law or relevant regulations, specific approval from the respective regulatory authorities must be obtained prior to applying for the ICP License from the MIIT or its provincial level counterpart. In March 2009, the MIIT promulgated the Administrative Measures on Telecommunications Business Operating Licenses ("Administrative Measures on Telecommunications Business Operating Licenses (2009 version)"),

which set forth the specific types of licenses required to operate value-added telecommunications services, the qualifications and procedures for obtaining such licenses and the administration and supervision of such licenses. In June 2017, the MIIT promulgated a new version of the Administrative Measures on Telecommunications Business Operating Licenses, which will take effect on September 1, 2017 and supersede the Administrative Measures on Telecommunications Business Operating Licenses (2009 version). The new Administrative Measures on Telecommunications Business Operating Licenses simplifies the procedures to apply for telecommunications business operating license and strengthen the supervision of daily operation of telecommunications business. Each of Beijing Secoo and Beijing Auction, as our ICP operator, holds an ICP License issued by the Beijing Telecommunications Administration for the operation in Beijing of our telecommunication business. See "Risk Factors — Any lack of requisite approvals, licenses or permits applicable to our business may have a material and adverse impact on our business, financial condition and results of operations."

Auction License. Pursuant to the Auction Law of the PRC, an enterprise engaging in the bidding and auction of various products as permitted by auction-related laws of the PRC other than cultural relics shall satisfy various criteria, such as having registered capital of at least RMB 1 million and having sufficient number of professionals among whom at least one should be the auction master. The auction activities shall be carried out by the auctioneer with qualification certificate. To engage in the bidding and auction business, domestic auctioneers shall first be verified and authorized by the auction administration department of the provincial government, and subsequently registered with the local counterparts of the State Administration of Industry and Commerce, or SAIC, while the foreign-invested auctioneers, whose business does not involve auction of cultural relics, shall directly register with the local counterparts of SAIC and make after-registration filing with competent local counterparts of the Ministry of Commerce, and also obtain auction business permit from the competent local counterparts of the Ministry of Commerce before the operation of their auction business. Entities engaging in auction business without approval and registration may be ordered to cease business and face monetary penalties. Beijing Auction has obtained an auction license from Beijing Municipal Commission of Commerce for our auction business.

Food Distribution Permit. China has adopted a licensing system for food supply operations under the Food Safety Law and its implementation rules. Entities or individuals that intend to engage in food production, food distribution or food service businesses must obtain licenses or permits for such businesses. Under the Food Safety Law of the PRC, as amended and effective in October, 2015, the sale of food or beverages must be licensed in advance. Pursuant to the Administrative Measures on Food Operation Licensing issued by the China Food and Drug Administration in August 2015, an enterprise needs to obtain a Food Operation Permit from the local food and drug administration, and the permits already obtained by food business operators prior to the effective date of these new measures will remain valid for their originally approved validity period. Beijing Secoo holds a food distribution permit issued by the Xicheng Branch of Beijing Food and Drug Administration for our food distribution business.

Publication Operation Permit. Pursuant to the Administrative Measures for the Publication Market which were promulgated by the General Administration of Press and Publication, Radio, Film and Television and the Ministry of Commerce and became effective in June 2016, any entity or individual engaging in the distribution of publications, including books, newspapers, magazines and audio-video products, must obtain an approval from the competent press and publication administrative authority and receive the Publication Operation Permit. Beijing Secoo has obtained a Publication Operation Permit for the retail sale and online sale of books, magazines, periodicals, electronic publications and audiovisual products.

§ **Regulations Relating to E-Commerce, Internet Content and Information Security and Privacy**

China's e-commerce industry is at an early stage of development and there are few PRC laws or regulations specifically regulating this industry. In May 2010, the SAIC adopted the Interim Measures for the Administration of Online Commodities Trading and Relevant Services, which took effective in July 2010. Under these measures, enterprises or other operators which engage in online commodities trading and other

services and have been registered with SAIC or its local branches must make the information stated in their business licenses available to the public or provide links to their business licenses on their websites. Online distributors must adopt measures to ensure the safety of online transactions, protect online shoppers' rights and prevent the sale of counterfeit goods. Information on products and transactions released by online distributors must be authentic, accurate, complete and sufficient. The above measures were replaced by the Measures for the Administration of Online Commodities Trading issued by the SAIC on January 26, 2014 which became effective on March 15, 2014. These newly issued measures further impose more stringent requirements and obligations on the online trading or service operators. Where the online distributors also act as marketplace platforms that provide service to third-party merchants, the online distributors are obligated to examine the legal status of the third-party merchants and make the information stated in the business licenses of such third-party merchants available to the public or provide a link to their business licenses on the website, as well as make clear distinction between their online direct sales and sales of third-party merchant products on the marketplace platform. We are subject to such rules as a result of our online merchandised sales and online marketplace business. In January 2017, the SAIC adopted the Interim Measures for Seven-day Unconditional Return of Online Purchased Goods, which took effective in March 2017, pursuant to which, customers are entitled to return goods without a cause, except for customized goods, fresh and perishable goods, audio-visual products, computer software and other digital products, which are downloaded online or of which the packages have been opened by customers, and delivered newspapers or periodicals. The Administrative Measures on Internet Information Services specify that internet information services regarding news, publication, education, medical and health care, pharmacy and medical appliances, among others, are to be examined, approved and regulated by the relevant authorities. Internet information providers are prohibited from providing services beyond those included in the scope of their ICP Licenses or filings. We issued prepaid cards which can be used to buy products on our websites. Pursuant to the Administrative Measures for Single-purpose Commercial Prepaid Cards, which was promulgated by the PRC Ministry of Commerce in September 2012, and subsequently amended in August 2016, card issuers shall go through record-filing procedures in relation to their single-pay or prepaid cards service. Beijing Secoo has completed the record-filing procedures in relation to the single-pay prepaid cards service.

Furthermore, the Administrative Measures on Internet Information Services clearly specify a list of prohibited content. Internet information providers are prohibited from producing, copying, publishing or distributing information that is humiliating or defamatory to others or that infringes the lawful rights and interests of others. Internet information providers that violate the prohibition may face criminal charges or administrative sanctions by the PRC authorities. Internet information providers must monitor and control the information posted on their websites. If any prohibited content is found, they must remove such content immediately, keep a record of it and report it to the relevant authorities.

Internet information in China is also regulated and restricted from a national security standpoint. The Standing Committee of the National People's Congress, China's national legislative body, has enacted the Decisions on Maintaining Internet Security, which may subject violators to criminal punishment in China for any effort to: (i) gain improper entry into a computer or system of strategic importance; (ii) disseminate politically disruptive information; (iii) leak state secrets; (iv) spread false commercial information; or (v) infringe intellectual property rights of third parties. The Ministry of Public Security has promulgated measures that prohibit use of the internet in ways which, among other things, result in a leakage of state secrets or a spread of socially destabilizing content.

In recent years, PRC government authorities have enacted laws and regulations on internet use to protect personal information from any unauthorized disclosure. The Administrative Measures on Internet Information Services prohibit ICP service operators from insulting or slandering a third party or infringing upon the lawful rights and interests of a third party. Under the Several Provisions on Regulating the Market Order of Internet Information Services, issued by the MIIT in 2011, an ICP service operator may not collect any personal information of its users or provide any such information to third parties without the consent of such users. An ICP service operator must expressly inform the users of the method, content and purpose of

the collection and processing of their personal information and may only collect such information necessary for the provision of its services. An ICP service operator is also required to properly keep user's personal information confidential, and in case of any leakage or potential leakage of the information of its users, the ICP service operator must take immediate remedial measures and, in severe circumstances, make an immediate report to the telecommunications regulatory authority. In addition, pursuant to the Decision on Strengthening the Protection of Online Information issued by the Standing Committee of the National People's Congress in December 2012 and the Order for the Protection of Telecommunication and Internet User Personal Information issued by the MIIT in July 2013, any collection and use of personal information must be subject to the consent of the relevant user, abide by the principles of legality, rationality and necessity and be within the specified purposes, methods and scopes. An ICP service operator must also keep such information strictly confidential, and is further prohibited from divulging, tampering or destroying of any such information, or selling or providing such information to other parties. Any violation of the above regulation may subject the ICP service operator to warnings, fines, confiscation of illegal gains, revocation of licenses, cancellation of filings, closedown of websites or even criminal liabilities. We have required our users to consent to our collection and use of their personal information, and have established information security systems to protect user's privacy. Pursuant to the PRC Cyber Security Law, which was promulgated by the Standing Committee of the National People's Congress on November 7, 2016 and will become effective on June 1, 2017, network operators shall take technical and other necessary measures pursuant to the laws, regulations and compulsory national requirements to safeguard the safe and stable operation of the networks, respond to network security incident effectively, prevent illegal and criminal activities and maintain the integrity, confidentiality and usability of network data. The Cyber Security Law sets forth various security protection obligations for network operators, which are defined as "owners and administrators of networks and network service providers", including, among others, complying with a series of requirements of tiered cyber protection systems, verifying users' real identity, localizing the personal information and important data gathered and produced by key information infrastructure operators during operations within the PRC, and providing assistance and support to government authorities where necessary for protecting national security and investigating crimes.

§ **Regulations Relating to Product Quality and Consumer Protection**

The PRC Product Quality Law applies to all production and sale activities in China. Pursuant to this law, products offered for sale must satisfy the relevant quality and safety standards. Enterprises may not produce or sell counterfeit products in any fashion, including forging brand labels or giving false information regarding a product's manufacturer. Violations of state or industrial standards for health and safety and any other related violations may result in civil liabilities and administrative penalties, such as compensation for damages, fines, suspension or shutdown of business, as well as confiscation of products illegally produced and sold and the proceeds from such sales. Severe violations may subject the responsible individual or enterprise to criminal liabilities. Where a defective product causes physical injury to a person or damage to another person's property, the victim may claim compensation from the manufacturer or from the seller of the product. If the seller pays compensation and it is the manufacturer that should bear the liability, the seller has a right of recourse against the manufacturer. Similarly, if the manufacturer pays compensation and it is the seller that should bear the liability, the manufacturer has a right of recourse against the seller.

The PRC Consumer Protection Law, as amended on October 25, 2013 and effective on March 15, 2014, sets out the obligations of business operators and the rights and interests of the consumers. Pursuant to this law, business operators must guarantee that the commodities they sell satisfy the requirements for personal or property safety, provide consumers with authentic information about the commodities, and guarantee the quality, function, usage and term of validity of the commodities. Failure to comply with the Consumer Protection Law may subject business operators to civil liabilities such as refunding purchase prices, exchange of commodities, repairing, ceasing damages, compensation, and restoring reputation, and even subject the business operators or the responsible individuals to criminal penalties if business operators commit crimes by infringing the legitimate rights and interests of consumers. The amended PRC Consumer

Protection Law further strengthens the protection of consumers and imposes more stringent requirements and obligations on business operators, especially on the business operators through the internet. For example, the consumers are entitled to return the goods (except for certain specific goods) within seven days upon receipt without any reasons when they purchase the goods from business operators via the internet. The consumers whose interests are harmed due to their purchase of goods or acceptance of services on online marketplace platforms may claim damages from the sellers or service providers. As to legal liabilities of the online marketplace platform operator, the PRC Consumer Protection Law and the Regulations of Several Issues on the Application of Laws in the Trial of Food and Drugs Cases issued by the Supreme People's Court of the PRC on December 23, 2013 set forth that, where a consumer purchases products or accepts services via an online trading platform and his or her interests are prejudiced, if the online trading platform operator fails to provide the name, address and valid contact information of the seller, the manufacturer or the service provider, the consumer is entitled to demand compensation from the online trading platform operator. If the online trading platform operator gives an undertaking that is more favorable to consumers, it shall perform such undertaking. Once the online trading platform operator has paid compensation, it shall have a right of recourse against the seller, the manufacturer or the service provider. If an online trading platform operator is aware or ought to have been aware that a seller, manufacturer or service provider is using the online platform to infringe upon the lawful rights and interests of consumers and it fails to take necessary measures, it shall bear joint and several liabilities with the seller, the manufacturer or service provider for such infringement.

The Tort Liability Law of the PRC, which was enacted by the Standing Committee of the National People's Congress on December 26, 2009, also provides that if an online service provider is aware that an online user is committing infringing activities, such as selling counterfeit products, through its internet services and fails to take necessary measures, it shall be jointly liable with the said online user for such infringement. If the online service provider receives any notice from the infringed party on any infringing activities, the online service provider shall take necessary measures, including deleting, blocking and unlinking the infringing content, in a timely manner. Otherwise, it will be jointly liable with the relevant online user for the extended damages.

We are subject to the above laws and regulations as an online retailer of commodities and a marketplace service provider and believe that we are currently in compliance with these regulations in all material aspects.

§ **Regulations Relating to Pricing**

In China, the prices of a very small number of products and services are guided or fixed by the government. According to the Pricing Law, business operators must, as required by the government departments in charge of pricing, mark the prices explicitly and indicate the name, origin of production, specifications and other related particulars clearly. Business operators may not sell products at a premium or charge any fees that are not explicitly indicated. Business operators must not commit the specified unlawful pricing activities, such as colluding with others to manipulate the market price, using false or misleading prices to deceive consumers to transact, or conducting price discrimination against other business operators. Failure to comply with the Pricing Law may subject business operators to administrative sanctions such as warning, ceasing unlawful activities, compensation, confiscating illegal gains and fines. The business operators may be ordered to suspend business for rectification or have their business licenses revoked under severe circumstances. We are subject to the Pricing Law as an online retailer and believe that our pricing activities are currently in compliance with the law in all material aspects.

§ **Regulation on Leasing**

Pursuant to the Law on Administration of Urban Real Estate, when leasing premises, the lessor and lessee are required to enter into a written lease contract, containing such provisions as the leasing term, use of the premises, rental and repair liabilities, and other rights and obligations of both parties. Both lessor and

lessee are also required to register the lease with the real estate administration department. If the lessor and lessee fail to go through the registration procedures, both lessor and lessee may be subject to fines.

According to the PRC Contract Law, the lessee may sublease the leased premises to a third party, subject to the consent of the lessor. Where the lessee subleases the premises, the lease contract between the lessee and the lessor remains valid. The lessor is entitled to terminate the lease contract if the lessee subleases the premises without the consent of the lessor. In addition, if the lessor transfers the premises, the lease contract between the lessee and the lessor will still remain valid.

§ **Regulation on Intellectual Property Rights**

The PRC has adopted comprehensive legislation governing intellectual property rights, including trademarks, domain names and copyrights.

Trademark. The PRC Trademark Law and its implementation rules protect registered trademarks. The PRC Trademark Office of State Administration of Industry and Commerce is responsible for the registration and administration of trademarks throughout the PRC. The Trademark Law has adopted a "first-to-file" principle with respect to trademark registration. As of December 31, 2016, we owned 165 registered trademarks in different applicable trademark categories and were in the process of applying to register 136 trademarks in China.

In addition, pursuant to the PRC Trademark Law, counterfeit or unauthorized production of the label of another person's registered trademark, or sale of any label that is counterfeited or produced without authorization will be deemed as an infringement to the exclusive right to use a registered trademark. The infringing party will be ordered to stop the infringement immediately, a fine may be imposed and the counterfeit goods will be confiscated. The infringing party may also be held liable for the right holder's damages, which will be equal to the gains obtained by the infringing party or the losses suffered by the right holder as a result of the infringement, including reasonable expenses incurred by the right holder for stopping the infringement. If the gains or losses are difficult to determine, the court may render a judgment awarding damages of no more than RMB3 million.

Domain Name. Domain names are protected under the Administrative Measures on the Internet Domain Names promulgated by the MIIT. The MIIT is the major regulatory body responsible for the administration of the PRC internet domain names, under supervision of which the China Internet Network Information Center, or CNNIC, is responsible for the daily administration of .cn domain names and Chinese domain names. CNNIC adopts the "first to file" principle with respect to the registration of domain names. We have registered a number of domain names including secoo.com.

Copyright. Pursuant to the PRC Copyright Law and its implementation rules, creators of protected works enjoy personal and property rights, including, among others, the right of disseminating the works through information network. Pursuant to the relevant PRC regulations, rules and interpretations, internet service providers will be jointly liable with the infringer if they (i) participate in, assist in or abet infringing activities committed by any other person through the internet, (ii) are or should be aware of the infringing activities committed by their website users through the internet, or (iii) fail to remove infringing content or take other action to eliminate infringing consequences after receiving a warning with evidence of such infringing activities from the copyright holder. In addition, where an ICP service operator is clearly aware of the infringement on certain content against another's copyright through the internet, or fails to take measures to remove relevant contents upon receipt of the copyright owner's notice, and as a result, it damages the public interest, the ICP service operator could be ordered to stop the tortious act and be subject to other administrative penalties such as confiscation of illegal income and fines. To comply with these laws and regulations, we have implemented internal procedures to monitor and review the content we have licensed from content providers before they are released on our platform and remove any infringing content promptly after we receive notice of infringement from the legitimate rights holder.

Software Copyrights. In order to further implement the Computer Software Protection Regulations promulgated by the State Council in December 2001 and amended subsequently, the State Copyright

Bureau issued the Computer Software Copyright Registration Procedures in February 2002 and amended subsequently, which apply to software copyright registration, license contract registration and transfer contract registration. We have registered 18 computer software copyrights in China as of December 31, 2016.

§ **Regulation on Employment**

The PRC Labor Contract Law and its implementation rules provide requirements concerning employment contracts between an employer and its employees. If an employer fails to enter into a written employment contract with an employee within one year from the date on which the employment relationship is established, the employer must rectify the situation by entering into a written employment contract with the employee and pay the employee twice the employee's salary for the period from the day following the lapse of one month from the date of establishment of the employment relationship to the day prior to the execution of the written employment contract. The Labor Contract Law and its implementation rules also require compensation to be paid upon certain terminations. In addition, if an employer intends to enforce a non-compete provision in an employment contract or non-competition agreement with an employee, it has to compensate the employee on a monthly basis during the term of the restriction period after the termination or expiry of the labor contract. Employers in most cases are also required to provide severance payment to their employees after their employment relationships are terminated.

Enterprises in China are required by PRC laws and regulations to participate in certain employee benefit plans, including social insurance funds, namely a pension plan, a medical insurance plan, an unemployment insurance plan, a work-related injury insurance plan and a maternity insurance plan, and a housing provident fund, and contribute to the plans or funds in amounts equal to certain percentages of salaries, including bonuses and allowances, of the employees as specified by the local government from time to time at locations where they operate their businesses or where they are located.

On December 28, 2012, the PRC Labor Contract Law was amended to impose more stringent requirements on labor dispatch which became effective on July 1, 2013. Pursuant to amended PRC Labor Contract Law, the dispatched contract workers shall be entitled to equal pay for equal work as a fulltime employee of an employer, and they shall only be engaged to perform temporary, ancillary or substitute works, and an employer shall strictly control the number of dispatched contract workers so that they do not exceed certain percentage of total number of employees. "Temporary work" means a position with a term of less than six months; "auxiliary work" means a non-core business position that provides services for the core business of the employer; and "substitute worker" means a position that can be temporarily replaced with a dispatched contract worker for the period that a regular employee is away from work for vacation, study or for other reasons. According to the Interim Provisions on Labor Dispatch, or the Labor Dispatch Provisions, promulgated by the Ministry of Human Resources and Social Security on January 24, 2014, which became effective on March 1, 2014, (i) the number of dispatched contract workers hired by an employer should not exceed 10% of the total number of its employees (including both directly hired employees and dispatched contract workers); (ii) in the case that the number of dispatched contract workers exceeds 10% of the total number of its employees at the time when the Labor Dispatch Provisions became effective (i.e., March 1, 2014), the employer shall formulate a plan to reduce the number of its dispatched contract workers to below the statutory cap prior to March 1, 2016, and (iii) such plan shall be filed with the local bureau of human resources and social security. Nevertheless, the Labor Dispatch Provisions do not invalidate the labor contracts and dispatch agreements entered into prior to December 28, 2012. In addition, the employer shall not hire any new dispatched contract worker before the number of its dispatched contract workers is reduced to below 10% of the total number of its employees.

§ **Regulations on Tax**

The PRC Enterprise Income Tax Law imposes a uniform enterprise income tax rate of 25% on all PRC resident enterprises, including foreign-invested enterprises, unless they qualify for certain exceptions. The enterprise income tax is calculated based on the PRC resident enterprise's global income as determined under PRC tax laws and accounting standards. If a non-resident enterprise sets up an organization or establishment in the PRC, it will be subject to enterprise income tax for the income derived from such organization or establishment in the PRC and for the income derived from outside the PRC but with an actual connection with such organization or establishment in the PRC.

The PRC Enterprise Income Tax Law and its implementation rules permit certain "high and new technology enterprises strongly supported by the state" that independently own core intellectual property and meet statutory criteria, to enjoy a reduced 15% enterprise income tax rate. In January 2016, the SAT, the Ministry of Science and Technology and the Ministry of Finance jointly issued the Administrative Rules for the Certification of High and New Technology Enterprises specifying the criteria and procedures for the certification of High and New Technology Enterprises.

Pursuant to the PRC Provisional Regulations on Value-Added Tax and their implementation regulations, unless otherwise specified by relevant laws and regulations, any entity or individual engaged in the sale of goods, provision of processing, repairs and replacement services and importation of goods into China is generally required to pay a value-added tax, or VAT, at the rate of 17% on revenues generated from sales of goods, less any deductible VAT already paid or borne by such entity.

Prior to January 1, 2012, pursuant to the PRC Provisional Regulations on Business Tax and its implementing rules, taxpayers providing taxable services that fall under the category of service industry in China are required to pay a business tax at a normal tax rate of 5% of their revenues with certain exceptions. Our PRC subsidiaries and consolidated variable interest entities were subject to business tax at the rate of 5% for their marketplace services. Since January 1, 2012, the PRC Ministry of Finance and the SAT have been implementing the VAT pilot program, which imposes VAT in lieu of business tax for certain industries in Shanghai, and since September 1, 2012, such pilot program has been expanded to eight other provinces or municipalities in the PRC. Since August 2013, this tax pilot program has been expanded to other areas on the nationwide basis in the PRC. Under the current tax rules, sales of used goods by our PRC subsidiaries and consolidated variable interest entities shall be subject to VAT at effective rate of 2%, while VAT is applicable at a rate of 3% for the sale of consigned goods by our PRC subsidiaries and consolidated variable interest entities.

Pursuant to the PRC Enterprise Income Tax Law and its implementation rules, if a non-resident enterprise has not set up an organization or establishment in the PRC, or has set up an organization or establishment but the income derived has no actual connection with such organization or establishment, it will be subject to a withholding tax on its PRC-sourced income at a rate of 10%.

Pursuant to the Arrangement between the Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Tax Evasion on Income, the withholding tax rate in respect to the payment of dividends by a PRC enterprise to a Hong Kong enterprise is reduced to 5% from a standard rate of 10% if the Hong Kong enterprise directly holds at least 25% of the PRC enterprise. Pursuant to the Notice of the SAT on the Issues concerning the Application of the Dividend Clauses of Tax Agreements, or Circular 81, a Hong Kong resident enterprise must meet the following conditions, among others, in order to enjoy the reduced withholding tax: (i) it must directly own the required percentage of equity interests and voting rights in the PRC resident enterprise; and (ii) it must have directly owned such percentage in the PRC resident enterprise throughout the 12 months prior to receiving the dividends. Furthermore, the Administrative Measures for Tax Convention Treatment for Non-resident Taxpayers, which became effective in November 2015 and replaced Administrative Measures for Non-Resident Enterprises to Enjoy Treatments under Tax Treaties (For Trial Implementation), provide that any non-resident enterprise meeting conditions for enjoying the convention treatment may be entitled to the convention treatment itself

when filing a tax return or making a withholding declaration through a withholding agent, subject to the subsequent administration by the tax authorities. Pursuant to the Law on the Administration of Tax Collection of the PRC which was enacted by the Standing Committee of the National People's Congress on September 4, 1992 and most recently amended in April 2015, if a taxpayer fails to pay tax pursuant to applicable tax laws or regulations, the tax authorities may, subject to the specific circumstances in each case, impose penalties on such taxpayer, including without limitation, imposing surcharge or imposing a fine of not more than five times the amount of the underpaid tax.

Pursuant to the Law on the Administration of Tax Collection of the PRC which was enacted by the Standing Committee of the National People's Congress on September 4, 1992 and amended in April 2015, if a taxpayer fails to pay tax within the time limit pursuant to applicable tax laws or regulations, the tax authorities may, subject to the specific circumstances in each case, impose penalties on such taxpayer, including without limitation, imposing surcharge or imposing a fine of not more than five times the amount of the underpaid tax.

§ **Regulations Relating to Foreign Exchange**

The principal regulations governing foreign currency exchange in China are the Foreign Exchange Administration Regulations, most recently amended in August 2008. Under the PRC foreign exchange regulations, payments of current account items, such as profit distributions and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from SAFE by complying with certain procedural requirements. By contrast, approval from or registration with appropriate government authorities is required where RMB is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of foreign currency-denominated loans.

In November 2012, SAFE promulgated the Circular of Further Improving and Adjusting Foreign Exchange Administration Policies on Foreign Direct Investment which substantially amends and simplifies the current foreign exchange procedure. Pursuant to this circular, the SAFE improves foreign exchange administration in direct investment by repealing or adjusting certain approval items for foreign exchange administration in direct investment.

On March 30, 2015, SAFE promulgated Circular on Reforming the Management Approach regarding the Settlement of Foreign Exchange Capital of Foreign-invested Enterprises, or SAFE Circular No. 19, which came into effect on June 1, 2015. According to SAFE Circular No. 19, the foreign currency capital contribution to a foreign invested enterprise, or an FIE, in its capital account may be converted into RMB on a discretional basis. Furthermore, on June 15, 2016, SAFE promulgated Circular on Reforming and Regulating Policies on the Control over Foreign Exchange Settlement of Capital Accounts, or SAFE Circular No. 16. SAFE Circular No 16 provides, in addition to foreign currency capital, enterprises registered in the PRC may also convert their foreign debts, as well as repatriated funds raised through overseas listing, from foreign currency to RMB on a discretional basis. SAFE Circular No. 16 also reiterates that the use of capital so converted shall follow "the principle of authenticity and self-use" within the business scope of the enterprise. According to SAFE Circular No. 16, the RMB funds so converted shall not be used for the purposes of, whether directly or indirectly, (i) paying expenditures beyond the business scope of the enterprises or prohibited by laws and regulations; (ii) making securities investment or other investments (except for banks' principal-secured products); (iii) granting loans to non-affiliated enterprises, except as expressly permitted in the business license; and (iv) purchasing non-self-used real estate (except for the foreign-invested real estate enterprises).

§ **Regulations Relating to Dividend Distribution**

Wholly foreign-owned companies in the PRC may pay dividends only out of their accumulated profits after tax as determined in accordance with PRC accounting standards. Remittance of dividends by a wholly foreign-owned company out of China is subject to examination by the banks designated by SAFE. Wholly

foreign-owned companies may not pay dividends unless they set aside at least 10% of their respective accumulated profits after tax each year, if any, to fund certain reserve funds, until such time as the accumulative amount of such fund reaches 50% of the wholly foreign-owned company's registered capital. In addition, these companies also may allocate a portion of their after-tax profits based on PRC accounting standards to employee welfare and bonus funds at their discretion. These reserve funds and employee welfare and bonus funds are not distributable as cash dividends. Our PRC subsidiaries are wholly foreign-owned enterprises subject to the described regulations.

§ **SAFE Regulations on Offshore Special Purpose Companies Held by PRC Residents**

SAFE Circular on Relevant Issues Relating to Domestic Resident's Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or SAFE Circular No. 37, issued by SAFE and effective in July 2014, regulates foreign exchange matters in relation to the use of special purpose vehicles, or SPVs, by PRC residents or entities to seek offshore investment and financing and conduct round trip investment in China. Under SAFE Circular No. 37, a SPV refers to an offshore entity established or controlled, directly or indirectly, by PRC residents or entities for the purpose of seeking offshore financing or making offshore investment, using legitimate domestic or offshore assets or interests, while "round trip investment" refers to the direct investment in China by PRC residents or entities through SPVs, namely, establishing foreign-invested enterprises to obtain the ownership, control rights and management rights. SAFE Circular No. 37 requires that, before making contribution into an SPV, PRC residents or entities are required to complete foreign exchange registration with the SAFE or its local branch. SAFE Circular No. 37 further provides that option or share-based incentive tool holders of a non-listed SPV can exercise the options or share incentive tools to become a shareholder of such non-listed SPV, subject to registration with SAFE or its local branch. SAFE Circular No. 37 was issued to replace the Notice on Relevant Issues Concerning Foreign Exchange Administration for PRC Residents Engaging in Financing and Roundtrip Investments via Overseas Special Purpose Vehicles, or SAFE Circular No. 75. SAFE promulgated the Notice on Further Simplifying and Improving the Administration of the Foreign Exchange Concerning Direct Investment, or SAFE Circular No. 13, in February 2015, which took effect on June 1, 2015. SAFE Circular No. 13 has amended SAFE Circular No. 37 by requiring PRC residents or entities to register with qualified banks instead of SAFE or its local branch in connection with their establishment of an SPV.

PRC residents who have contributed legitimate domestic or offshore interests or assets to SPVs but have yet to obtain SAFE registration before the implementation of SAFE Circular No. 37 shall register their ownership interests or control in such SPVs with SAFE or its local branch. An amendment to the registration is required if there is a material change involving the SPV registered, such as any change of basic information (including change of such PRC residents, change of name and operation term of the SPV), increases or decreases in investment amount, transfers or exchanges of shares, or mergers or divisions. Failure to comply with the registration procedures set forth in SAFE Circular No. 37 and SAFE Circular No. 13, misrepresent on or failure to disclose controllers of foreign-invested enterprise that is established through round-trip investment, may result in restrictions on the foreign exchange activities of the relevant foreign-invested enterprises, including payment of dividends and other distributions, such as proceeds from any reduction in capital, share transfer or liquidation, to its offshore parent company or affiliates and the capital inflow from the offshore parent company, and may also subject the relevant PRC residents or entities to penalties under PRC foreign exchange administration regulations.

Mr. Richard Rixue Li and Ms. Zhaohui Huang, our founders, have completed required registrations with the local counterpart of SAFE in relation to our financing and restructuring and the subsequent changes to our shareholding structure.

§ **SAFE Regulations on Employee Stock Incentive Plan**

In February 2012, SAFE promulgated the Notices on Issues concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Publicly-Listed

Company, replacing earlier rules promulgated in March 2007, to regulate the foreign exchange administration of PRC citizens and non-PRC citizens who reside in the PRC for a continuous period of not less than one year, with a few exceptions, who participate in stock incentive plans of overseas publicly-listed companies. Pursuant to these rules, these individuals who participate in any stock incentive plan of an overseas publicly-listed company, are required to register with SAFE through a domestic qualified agent, which could be the PRC subsidiaries of such overseas listed company, and complete certain other procedures. We and our executive officers and other employees who are PRC citizens or non-PRC citizens who reside in the PRC for a continuous period of not less than one year and have been granted options will be subject to these regulations upon the completion of this offering. Failure of our PRC option holders or restricted shareholders to complete their SAFE registrations may subject us and these employees to fines and other legal sanctions.

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

- **M&A Rules and Overseas Listing**

In August 2006, six PRC regulatory agencies, including the CSRC, adopted the M&A Rules, which were amended in June 2009. The M&A Rules require an overseas special purpose vehicle formed for listing purposes through acquisitions of PRC domestic companies and controlled by PRC companies or individuals to obtain the approval of the CSRC prior to the listing and trading of such special purpose vehicle's securities on an overseas stock exchange. In September 2006, the CSRC published a notice on its official website specifying documents and materials required to be submitted to it by special purpose vehicles seeking CSRC approval of their overseas listings. The application of the M&A Rules remains unclear.

Our PRC counsel, Han Kun Law Offices, has advised us based on their understanding of the current PRC laws, rules and regulations that the CSRC's approval is not required for the listing and trading of our ADSs on the NASDAQ Global Market in the context of this offering, given that:

- The CSRC currently has not issued any definitive rule or interpretation concerning whether offerings like ours under this prospectus are subject to the M&A Rules; and

- no provision in the M&A Rules clearly classifies contractual arrangements as a type of transaction subject to the M&A Rules.

However, there remains some uncertainty as to how the M&A Rules will be interpreted or implemented in the context of an overseas offering and the CSRC's opinions summarized above are subject to any new laws, rules and regulations or detailed implementations and interpretations in any form relating to the M&A Rules. We cannot assure you that relevant PRC government agencies, including the CSRC, would reach the same conclusion as we do. If the CSRC or other PRC regulatory agency subsequently determines that we need to obtain the CSRC's approval for this offering or if the CSRC or any other PRC government authorities promulgate any interpretation or implementing rules that would require the CSRC or other governmental approvals for this offering, we may face sanctions by the CSRC or other PRC regulatory agencies. See "Risk Factors — Risks Related to Doing Business in China — The approval of the CSRC may be required in connection with this offering under a regulation adopted in August 2006, and, if required, we cannot predict whether we will be able to obtain such approval."

The M&A Rules also establish procedures and requirements that could make some acquisitions of Chinese companies by foreign investors more time-consuming and complex, including requirements in some instances that the Ministry of Commerce be notified in advance of any change-of-control transaction in

which a foreign investor takes control of a Chinese domestic enterprise. In addition, the Security Review Rules issued by the Ministry of Commerce that became effective in September 2011 specify that mergers and acquisitions by foreign investors that raise "national defense and security" concerns and mergers and acquisitions through which foreign investors may acquire de facto control over domestic enterprises that raise "national security" concerns are subject to strict review by the Ministry of Commerce, and prohibit any activities attempting to bypass such security review, including by structuring the transaction through a proxy or contractual control arrangement. See "Risk Factors — Risks Related to Doing Business in China — The M&A Rules and certain other PRC regulations establish complex procedures for some acquisitions of Chinese companies by foreign investors, which could make it more difficult for us to pursue growth through acquisitions in China."

MANAGEMENT

§ Directors and Executive Officers

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

Directors and Executive Officers	Age	Position/Title
Richard Rixue Li	42	Chairman of the Board and Chief Executive Officer
Zhaohui Huang	42	Director
Jeacy Jisheng Yan	37	Director
Cindy Jia Guo	40	Director
Ping Xu	46	Director
Xian Chen	35	Director
Le Yu	39	Director
Jun Wang	46	Independent Director Appointee*
Xiaoquan Zhang	44	Independent Director Appointee*
Shaojun Chen	43	Chief Financial Officer
Eric Chan	48	Chief Operating Officer

* Each of Jun Wang and Xiaoquan Zhang has accepted appointment as our independent director, effective upon the SEC's declaration of effectiveness of our registration statement on Form F-1, of which this prospectus is a part.

Mr. Richard Rixue Li is our founder and has served as our Chairman of the Board and chief executive officer since our inception. Prior to founding our company, Mr. Li had been engaged in the retail and recycling business of home appliances in China since 1997. Mr. Li is currently attending the EMBA program at Tsinghua University in Beijing, China. Mr. Li graduated from Nanchang University in Nanchang, China in 1996.

Ms. Zhaohui Huang is our founder and has served as our director since March 2012. Prior to founding our Company, Ms. Huang had been engaged in the retail business of upscale home appliances in China since 1997. Ms. Huang received her bachelor's degree in business management from Jiangxi University of Finance and Economics in Nanchang, China in 1997. Ms. Zhaohui Huang is Mr. Richard Rixue Li's wife.

Ms. Jeacy Jisheng Yan has served as our director since May 2011. Ms. Yan is a partner of IDG Capital and focuses on investment in consumer goods and services, e-commerce and online-to-offline businesses. Prior to joining IDG Capital in 2008, Ms. Yan worked at the investment banking department of Deutsche Bank Hong Kong Branch from 2005 to 2007 and as bond trader at investment bank department of WestLB New York from 2004 to 2005. Ms. Yan received her dual master degrees in industrial engineering & management science and electrical engineering from Northwestern University in 2004, and dual bachelor's degrees in electrical engineering and economics from Peking University in Beijing, China in 2001.

Ms. Cindy Jia Guo has served as our director since March 2012. Ms. Guo founded Zhong Capital Fund in 2014. She has served as the managing partner of Ventech China, a venture investment fund, since December 2007. Prior to co-founding Ventech China, Ms. Guo worked at Ascend Capital Partners where she was a managing director from 2002 to 2007. Ms. Guo has over 14 years of experience in entrepreneurial financing and investment. Ms. Guo has also served as a director of China Binary Sale Technology Limited, a company listed on the Stock Exchange of Hong Kong, since 2009. Ms. Guo received her bachelor's degree in economics from Central University of Finance and Economics in Beijing, China in 1999.

Ms. Ping Xu has served as our director since July 2013. She is the founding partner of Vangoo Capital Partners and has served as its chairman and chief executive officer since 2008. Ms. Xu worked as a

managing director of Ant Capital Partners in Tokyo from 2005 to 2008 and the chief economic analyst of DSK Inc. in Tokyo from 1999 to 2005. Ms. Xu has also served as the deputy director of Finance Department of Chinese Chamber of Commerce in Japan since 2010. She has over 15 years of experience in providing international financial and investment services. Ms. Xu received an EMBA degree from Peking University in Beijing, China in 2013, and a bachelor's degree in economics from Keio University in Tokyo, Japan in 1999.

Mr. Xian Chen has served as our director since July 2014. He has also served as a managing director of CMC Capital Partners since May 2013. Mr. Chen worked at Providence Equity Asia Limited where he was a director from 2009 to 2013. Prior to that, Mr. Chen worked at Morgan Stanley Private Equity Asia Division from 2004 to 2009. Mr. Chen has also been a director of Ourgame International Holdings Limited, a company listed on the Stock Exchange of Hong Kong, since March 7, 2014. Mr. Chen received his bachelor's degree in electronics engineering from Tsinghua University in Beijing, China in 2003.

Mr. Le Yu has served as our director since July 2015. He is the founder of Ping An Ventures and has served as its managing director since 2012. He is in charge of fund management and investment in the digital consumer segment. Before founding Ping An Ventures, Mr. Yu was a senior consultant at McKinsey & Company from 2010 to 2012, where he advised various private equity funds and multinational corporations on minority investment and merger and acquisition transactions. Mr. Yu started his investment career as an investment manager at Kleiner Perkins Caufield & Byers China from 2009 to 2010. Prior to that, Mr. Yu worked as a consulting manager at the consulting department of Hewlett-Packard China from 2004 to 2007 and a senior technical consultant at the software department of Hewlett-Packard China from 1999 to 2004. He worked as a mainframe computing system engineer at IBM China from 1998 to 1999. Mr. Yu received his MBA degree from Harvard Business School in 2009 and dual bachelor's degrees in communication engineering and international finance from Shanghai Jiao Tong University in Shanghai, China in 1998.

Mr. Jun Wang will serve as our independent director immediately upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part. Mr. Wang is a partner at Z-Park Fund, a private equity fund focusing on investing in leading Chinese technology, healthcare and consumer companies. Mr. Wang served as Chief Financial Officer for 11 years, and remains as a member of the Board, at China Finance Online Company Limited, which is listed on NASDAQ Global Select Market. Prior to that, Mr. Wang was Senior Manager at Deloitte Beijing Office from May 2015 to May 2016. Mr. Wang received a bachelor's degree from Shandong University in 1992, a master's degree in business administration from New York University's Leonard N. Stern School of Business in 2002 and another master's degree in economics and accounting from Beijing Technology and Business University in 1995. Mr. Wang is a member of the U.S. Certified Management Accountants and has a professional designation of Chartered Financial Analyst.

Mr. Xiaoquan Zhang will serve as our independent director immediately upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part. Mr. Zhang is a tenured professor at the business school of Chinese University of Hong Kong. Mr. Zhang specializes in pricing of information goods, internet finance, online word-of-mouth, online advertising, incentives of creation in open source and open content projects, and use of information in financial markets. Before joining the academia, he worked as an analyst for an investment bank, a brokerage advisor, and an international marketing manager for a high-tech company from September 1999 to July 2000. He also works as an advisor to Hong Kong Cyberport Entrepreneurship Center, JD Financial, China Mobile, Huawei, China Merchants Securities, and Radica Systems. He received a bachelor's degree in computer science and English and a master's degree in management from Tsinghua University in 1996 and 1999, respectively. He received a doctor's degree in management from MIT Sloan School of Management in 2006.

Mr. Shaojun Chen has served as chief financial officer since 2015. Previously, Mr. Chen has also served as our vice president of finance from April 2012 to 2015. Prior to joining our Company, Mr. Chen worked as the financial controller at China Dongxiang Group, a company listed on the Stock Exchange of Hong Kong, from 2008 to 2011. He worked as finance manager at Li Ning Company Limited, a company listed on the

Stock Exchange of Hong Kong, from 2005 to 2008 in charge of budget, financial control and financial disclosure. Mr. Chen was an accounting manager focusing on public offering projects at Grant Thornton International Ltd. (formerly known as Beijing JingDu Certified Public Accountants Co., Ltd.), where he worked from 1997 to 2004. Mr. Chen is a Chinese Certified Public Accountant. Mr. Chen received a master degree in accounting from Capital University of Economics and Business in Beijing, China in 2002, and a bachelor's degree in accounting from Beijing Technology and Business University in Beijing, China in 1997.

Mr. Eric Chan has served as our chief operating officer since 2017. Prior to joining our company, Mr. Chan worked as the director of leasing and operations at K11 Concepts affiliated with the New World Development Group from 2010 to 2017. Prior to that, he worked as the general manager of operations at Wharf Group from 2008 to 2010, senior director of asset services at CB Richard Ellis from 2007 to 2008, senior property manager of premier management services at MTR Corporation Ltd. from 2000 to 2007, and training and development manager at Regent Hotel under Four Seasons Hotels and Resort Group from 1998 to 2000. Mr. Chan received a bachelor's degree in hotel management from Hong Kong Polytechnic University in Hong Kong in 1996.

§ **Board of Directors**

Our board of directors will consist of nine directors upon the SEC's declaration of effectiveness of our registration statement on Form F-1, of which this prospectus is a part. A director is not required to hold any shares in our company by way of qualification. A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with our company is required to declare the nature of his interest at a meeting of our directors. A director may vote in respect of any contract, proposed contract, or arrangement notwithstanding that he may be interested therein, and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of our directors at which any such contract or proposed contract or arrangement is considered. Our directors may exercise all the powers of our company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and issue debentures, debenture stock or other securities whenever money is borrowed or as security for any debt, liability or obligation of the company or of any third party. None of our non-executive directors has a service contract with us that provides for benefits upon termination of service.

§ **Committees of the Board of Directors**

We will establish three committees under the board of directors immediately upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part: an audit committee, a compensation committee and a nominating and corporate governance committee. We have adopted a charter for each of the three committees. Each committee's members and functions are described below.

Audit Committee. Our audit committee will consist of Jun Wang and Xiaoquan Zhang. Jun Wang will be the chairman of our audit committee. We have determined that Jun Wang and Xiaoquan Zhang satisfy the "independence" requirements of NASDAQ and Rule 10A-3 under the Securities Exchange Act of 1934. The audit committee will oversee our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee will be responsible for, among other things:

- § appointing the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- § reviewing with the independent auditors any audit problems or difficulties and management's response;
- § discussing the annual audited financial statements with management and the independent auditors;
- § reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposures;
- § reviewing and approving all proposed related party transactions;
- § meeting separately and periodically with management and the independent auditors; and

- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

Compensation Committee. Our compensation committee will consist of Jun Wang and Rixue Li. Rixue Li will be the chairman of our compensation committee. We have determined that Jun Wang satisfies the "independence" requirements of NASDAQ. The compensation committee will assist the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which his compensation is deliberated. The compensation committee will be responsible for, among other things:

- reviewing and approving, or recommending to the board for its approval, the compensation for our chief executive officer and other executive officers;
- reviewing and recommending to the board for determination with respect to the compensation of our non-employee directors;
- reviewing periodically and approving any incentive compensation or equity plans, programs or similar arrangements; and
- selecting compensation consultant, legal counsel or other adviser only after taking into consideration all factors relevant to that person's independence from management.

Nominating and Corporate Governance Committee. Our nominating and corporate governance committee will consist of Xiaoquan Zhang and Zhaohui Huang. Zhaohui Huang will be the chairperson of our nominating and corporate governance committee. We have determined that Xiaoquan Zhang satisfies the "independence" requirements of NASDAQ. The nominating and corporate governance committee will assist the board of directors in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The nominating and corporate governance committee will be responsible for, among other things:

- selecting and recommending to the board nominees for election by the shareholders or appointment by the board;
- reviewing annually with the board the current composition of the board with regards to characteristics such as independence, knowledge, skills, experience and diversity;
- making recommendations on the frequency and structure of board meetings and monitoring the functioning of the committees of the board; and
- advising the board periodically with regards to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any remedial action to be taken.

- **Duties of Directors**

Under Cayman Islands law, all of our directors owe fiduciary duties to our company, including a duty of loyalty, a duty to act honestly and a duty to act in what they believe in good faith to be in our best interests. Our directors must also exercise their powers only for a proper purpose. Our directors also have a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his duties a greater degree of skill than may reasonably be expected from a person of his knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands. In fulfilling their duty of care to us, our directors must ensure compliance with our memorandum and articles of association, as amended and restated from time to time, and the class rights vested thereunder in the holders of the shares. Our company has the right to seek damages if a duty owed by our directors is breached. In limited exceptional circumstances, a shareholder may have the right to seek damages in our name if a duty owed by our directors is breached. You should refer to "Description of Share

Capital—Differences in Corporate Law" for additional information on our standard of corporate governance under Cayman Islands law.

Our board of directors has all the powers necessary for managing, and for directing and supervising, our business affairs. The functions and powers of our board of directors include, among others:

- convening shareholders' general meetings;
- declaring dividends and distributions;
- appointing officers and determining the term of office of the officers;
- exercising the borrowing powers of our company and mortgaging the property of our company; and
- approving the transfer of shares in our company, including the registration of such shares in our share register.

- **Terms of Directors and Officers**

Our officers are elected by and serve at the discretion of the board of directors. Our directors are not subject to a term of office and hold office until such time as they are removed from office by ordinary resolution of the shareholders or by the unanimous written resolution of all the shareholders. A director will be removed from office automatically if, among other things, the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; or (ii) is found to be or becomes of unsound mind.

- **Employment Agreements and Indemnification Agreements**

We have entered into employment agreements with each of our executive officers. Under these agreements, each of our executive officers is employed for a specified time period. We may terminate employment for cause, at any time, without advance notice or remuneration, for certain acts of the executive officer, such as conviction or plea of guilty to a felony or any crime involving moral turpitude, negligent or dishonest acts to our detriment, or misconduct or a failure to perform agreed duties. We may also terminate an executive officer's employment without cause upon three-month advance written notice. In such case of termination by us, we will provide severance payments to the executive officer as expressly required by applicable law of the jurisdiction where the executive officer is based. The executive officer may resign at any time with a three-month advance written notice.

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

In addition, each executive officer has agreed to be bound by non-competition and non-solicitation restrictions during the term of his or her employment and typically for one year following the last date of employment. Specifically, each executive officer has agreed not to (i) approach our suppliers, clients, customers or contacts or other persons or entities introduced to the executive officer in his or her capacity as a representative of us for the purpose of doing business with such persons or entities that will harm our business relationships with these persons or entities; (ii) assume employment with or provide services to any of our competitors, or engage, whether as principal, partner, licensor or otherwise, any of our competitors, without our express consent; or (iii) seek directly or indirectly, to solicit the services of any of our employees who is employed by us on or after the date of the executive officer's termination, or in the year preceding such termination, without our express consent.

We have also entered into [indemnification agreements with each of our directors and executive officers]. Under these agreements, we agree to indemnify our directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being a director or officer of our company.

§ **Compensation of Directors and Executive Officers**

In 2016, we paid an aggregate of approximately RMB481.5 thousand (US$70.0 thousand) in cash to our executive officers, and we did not pay any compensation to our non-executive directors. We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our executive officers and directors. Our PRC subsidiaries and variable interest entities are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment insurance and other statutory benefits and a housing provident fund.

§ **2017 Employee Stock Incentive Plan**

On December 31, 2014, we adopted a 2014 Employee Stock Incentive Plan, or the 2014 Plan, to attract and retain the best available personnel, provide additional incentives to employees, directors and consultants and promote the success of our business.

We will adopt a 2017 Employee Stock Incentive Plan, or the 2017 Plan, which will replace all of the 2014 Plan in its entirety. The awards granted and outstanding under the 2014 Plan will survive the termination of the 2014 Plan and will remain effective and binding under the 2014 Plan, subject to certain amendments to the original award agreements. The maximum aggregate number of our shares which may be issued pursuant to all awards under the 2017 Plan is 1,307,672 shares as of June 30, 2017.

The following paragraphs describe the principal terms of the 2017 Plan.

Types of Awards. The 2017 Plan permits the awards of options, share appreciation rights and share purchase rights.

Plan Administration. Our board of directors or a committee designated by the Board will administer the 2017 Plan. The committee or the full board of directors, as applicable, will determine the participants to receive awards, the type and number of awards to be granted to each participant, and the terms and conditions of each award grant.

Award Agreement. Awards granted under the 2017 Plan are evidenced by an award agreement that sets forth terms, conditions and limitations for each award, which may include the term of the award, the provisions applicable in the event of the grantee's employment or service terminates, and our authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind the award.

Eligibility. We may grant awards to our employees and consultants. However, we may grant options that are intended to qualify as incentive share options only to our employees and employees of our subsidiaries.

Vesting Schedule. In general, the awards are subject to the vesting schedule of a minimum of four years, except for specified in the relevant award agreement.

Exercise of Options. The plan administrator determines the exercise price for each award, which is stated in the award agreement. The vested portion of option will expire if not exercised prior to the time as the plan administrator determines at the time of its grant.

Transfer Restrictions. Awards are transferable (i) by will or the laws of descent and (ii) to the extent and manner authorized by the plan administrator.

Termination and amendment. Our board of directors has the authority to amend or terminate the plan. However, no such action may adversely affect in any material way any awards previously granted unless agreed by the recipient.

The following table summarizes, as of December 31, 2016, the options granted under our 2014 Plan to several of our executive officers and directors, excluding awards that were forfeited or cancelled after the relevant grant dates.

Name	Class A Ordinary Shares Underlying Options Awarded	Exercise Price (US$/Share)	Date of Grant	Date of Expiration
Shaojun Chen	*	0.001	December 31, 2014	December 31, 2024
Eric Chan	*	0.001	March 6, 2017	March 6, 2027
Total	*	—	—	—

* Less than 1% of our total outstanding share capital

As of June 30, 2017, other individuals as a group held options to purchase 800,317 Class A ordinary shares of our company with an exercise price of US$0.001 per Class A ordinary share.

PRINCIPAL SHAREHOLDERS

Except as specifically noted, the following table sets forth information with respect to the beneficial ownership of our ordinary shares as of the date of this prospectus by:

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

The calculations in the table below are based on 20,235,807 ordinary shares on an as-converted basis outstanding as of the date of this prospectus, and Class A ordinary shares and Class B ordinary shares outstanding immediately after the completion of this offering, assuming the underwriters do not exercise their over-allotment option.

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

	Ordinary Shares Beneficially Prior to This Offering		Ordinary Shares Beneficially Owned After This Offering			
	Number	%†	Class A Ordinary Shares	Class B Ordinary Shares	Total Ordinary Shares on an As-converted Basis	% of Aggregate Voting Power†
Directors and Executive Officers:						
Richard Rixue Li(1)	6,571,429	32.5				
Zhaohui Huang(2)	730,158	3.6				
Jeacy Jisheng Yan(3)	—	—				
Cindy Jia Guo(4)	—	—				
Ping Xu(5)	—	—				
Xian Chen(6)	—	—				
Le Yu(7)	—	—				
Shaojun Chen	—	—				
Eric Chan	—	—				
Jun Wang	—	—				
Xiaoquan Zhang	—	—				
All Directors and Executive Officers as a Group	7,301,587	36.1				
PrincipalShareholders:						
Siku Holding Limited(1)(2)(8)	6,571,429	32.5				
IDG Funds(9)	4,964,889	24.5				
CMC Galaxy Holdings Ltd(10)	2,376,854	11.7				
Ping An(11)	1,861,782	9.2				
Ventech China II SICAR(12)	1,459,107	7.2				

* Less than 1% of our total outstanding shares.

** Except for Ms. Jeacy Jisheng Yan, Ms. Cindy Jia Guo, Ms. Ping Xu, Mr. Xian Chen and Mr. Le Yu, the business address for our directors and executive officers is 15/F, Building C, Galaxy SOHO, Chaonei Street, Dongcheng District, Beijing, 100000, The People's Republic of China.

†† For each person and group included in this column, percentage ownership is calculated by dividing the number of shares beneficially owned by such person or group (including voting rights granted by other shareholders who retain the economic interest in the shares being voted) by the sum of the total number of shares outstanding, which is 20,235,807 on an as-converted basis as of the date of this prospectus, and the number of shares such person or group has the right to acquire upon exercise of option, warrant or other right within 60 days after the date of this prospectus.

††† For each person and group included in this column, percentage of voting power is calculated by dividing the voting power beneficially owned by such person or group by the voting power of all of our Class A and Class B ordinary shares as a single class. Each holder of Class A ordinary shares is entitled to one vote per share and each holder of our Class B ordinary shares is entitled to [twenty] votes per share on all matters submitted to them for a vote. Our Class A ordinary shares and Class B ordinary shares vote together as a single class on all matters submitted to a vote of our shareholders, except as may otherwise be required by law. Our Class B ordinary shares are convertible at any time by the holder thereof into Class A ordinary shares on a one-for-one basis.

(1) Represents 6,571,429 ordinary shares, which shares will be re-designated as Class B ordinary shares immediately prior to the completion of this offering, beneficially owned by Mr. Li through Siku Holding Limited, a BVI company, as described in footnote (8) below. Siku Holding Limited is 99% beneficially owned by Mr. Li.

(2) Represents 730,158 ordinary shares, which shares will be re-designated as Class A ordinary shares immediately prior to the completion of this offering, beneficially owned by Ms. Huang through Kuzhifu Holding Limited, a BVI company. The registered address of Kuzhifu Holding Limited is P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands. Ms. Huang is the sole shareholder of Kuzhifu Holding Limited.

(3) The business address of Ms. Yan is Floor 6, Tower A, COFCO Plaza, 8 Jianguomennei Avenue, Beijing, China, 100005.

(4) The business address of Ms. Guo is Room 1507, Block B, Parkview Green, No. 9 Dongdaqiao Road, Chaoyang District, Beijing, China, 100020.

(5) The business address of Ms. Xu is 22-23B, Level 36, China World Tower 3, No. 1 Jianguomenwai Avenue, Chaoyang District, Beijing, China, 100020.

(6) The business address of Mr. Chen is Unit 3607-3608, The Center, 989 Changle Road, Shanghai, China, 200031.

(7) The business address of Mr. Yu is 18/F, Ping An Finance Tower, No. 1333 Lujiazui Ring Road, Pudong New District, Shanghai, China.

(8) Represents 6,571,429 ordinary shares, which shares will be re-designated as Class B ordinary shares immediately prior to the completion of this offering, directly held by Siku Holding Limited, a British Virgin Islands company 99% beneficially owned by Mr. Richard Rixue Li and 1% beneficially owned by Ms. Zhaohui Huang. The registered address of Siku Holding Limited is P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands.

(9) Represents (i) 99,206 ordinary shares directly held by IDG Technology Venture Investment IV, L.P., (ii) 92,639 ordinary shares directly held by IDG-Accel China Growth Fund III L.P., (iii) 6,568 ordinary shares directly held by IDG-Accel China III Investors L.P., (iv) 1,250,000 ordinary shares issuable upon the conversion of 1,250,000 series A-1 preferred shares directly held by IDG Technology Venture Investment IV, L.P., (v) 758,929 ordinary shares issuable upon the conversion of 758,929 series A-2 preferred shares directly held by IDG Technology Venture Investment IV, L.P., (vi) 625,313 ordinary shares issuable upon the conversion of 625,313 series A-2 preferred shares directly held by IDG-Accel China Growth Fund III L.P., (vii) 44,330 ordinary shares issuable upon the conversion of 44,330 series A-2 preferred shares directly held by IDG-Accel China III Investors L.P., (viii) 396,825 ordinary shares issuable upon the conversion of 396,825 series B preferred shares directly held by IDG Technology Venture Investment IV, L.P., (ix) 370,556 ordinary shares issuable upon the conversion of 370,556 series B preferred shares directly held by IDG-Accel China Growth Fund III L.P., (x) 26,270 ordinary shares issuable upon the conversion of 26,270 series B preferred shares directly held by IDG-Accel China III Investors L.P., (xi) 220,315 ordinary shares issuable upon the conversion of 220,315 series C preferred shares directly held by IDG Technology Venture Investment IV, L.P., (xii) 205,729 ordinary shares issuable upon the conversion of 205,729 series C preferred shares directly held by IDG-Accel China Growth Fund III L.P., (xiii) 14,585 ordinary shares issuable upon the conversion of 14,585 series C preferred shares directly held by IDG-Accel China III Investors L.P., (xiv) 548,752 ordinary shares issuable upon the conversion of 548,752 series D preferred shares directly held by IDG-Accel China Growth Fund III L.P., (xv) 38,903 ordinary shares issuable upon the conversion of 38,903 series D preferred shares directly held by IDG-Accel China III Investors L.P., (xvi) 248,362 ordinary shares issuable upon the conversion of 248,362 series E preferred shares directly held by IDG-Accel China Growth Fund III L.P., and (xvii) 17,607 ordinary shares issuable upon the conversion of 17,607 series E preferred shares directly held by IDG-Accel China III Investors L.P. All of these shares will be re-designated as Class A ordinary shares immediately prior to the completion of this offering. IDG Technology Venture Investment IV, L.P. is a Delaware limited partnership which is controlled by its sole general partner, IDG Technology Venture

Investment IV, LLC, which is controlled by its two managing members, Mr. Quan Zhou and Mr. Chi Sing Ho. IDG-Accel China Growth Fund III L.P.is a Cayman Islands limited partnership which is controlled by its immediate general partner IDG-Accel China Growth Fund III Associates L.P., or IDG-Accel III Associates L.P., a Cayman Islands limited partnership. IDG-Accel III Associates L.P. is controlled by its general partner IDG-Accel China Growth Fund GP III Associates Ltd., or IDG-Accel III Associates Ltd., a Cayman Islands limited company. IDG-Accel China III Investors L.P. is a Cayman Islands limited partnership which is controlled by its sole general partner, IDG-Accel III Associates Ltd. Mr. Quan Zhou and Mr. Chi Sing Ho are currently serving as members of board of directors of IDG-Accel III Associates Ltd. IDG Technology Venture Investment IV, L.P., IDG-Accel China Growth Fund III L.P., IDG-Accel China III Investors L.P. are collectively referred to as the IDG Funds.

(10) Represents (i) 2,270,466 ordinary shares issuable upon the conversion of 2,270,466 series D preferred shares and (ii) 106,388 ordinary shares issuable upon the conversion of 106,388 series E preferred shares directly held by CMC Galaxy Holdings Ltd. All of these shares will be re-designated as Class A ordinary shares immediately prior to the completion of this offering. CMC Galaxy Holdings Ltd is a Cayman Islands company wholly owned by CMC Capital Partners L.P., a Cayman Islands exempted limited partnership acting by its general partner, CMC Capital Partners GP, L.P., a Cayman Islands exempted limited partnership activity by its general partner, CMC Capital Partners GP, Ltd., a Company incorporated with limited liability in the Cayman Islands. CMC Capital Partners GP, Ltd. is ultimately controlled indirectly by Mr. Ruigang Li. The registered address of CMC Galaxy Holdings Ltd is Harneys Services (Cayman) Limited at 4th Floor, Harbour Place, 103 South Church Street, George Town, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands.

(11) Represents (i) 1,063,875 ordinary shares issuable upon the conversion of 1,063,875 series E preferred shares directly held by Pingan eCommerce Limited Partnership and (ii)797,907 ordinary shares issuable upon the conversion of 797,907 series E preferred shares directly held by Rhythm Way Limited. All of these shares will be re-designated as Class A ordinary shares immediately prior to the completion of this offering. Pingan eCommerce Limited Partnership is a Cayman Islands limited partnership which is ultimately controlled by Ping An Insurance (Group) Company of China, Ltd. The registered address of Pingan eCommerce Limited Partnership is Floor 4, Willow House, Cricket Square, PO Box 268, Grand Cayman KY1-1104, Cayman Islands. Rhythm Way Limited is a British Virgin Islands company beneficially owned by Pingan eCommerce Limited Partnership. The registered address of Rhythm Way Limited is PO Box 957, Road Town, Torrola, British Virgin Islands. Pingan eCommerce Limited Partnership and Rhythm Way Limited are collectively referred as Ping An.

(12) Represents (i) 873,016 ordinary shares issuable upon the conversion of 873,016 series B preferred shares, (ii) 413,536 ordinary shares issuable upon the conversion of 413,536 series C preferred shares, and (iii) 172,555 ordinary shares issuable upon the conversion of 172,555 series D preferred shares directly held by Ventech China II SICAR, a company incorporated in Luxembourg. All of these shares will be re-designated as Class A ordinary shares immediately prior to the completion of this offering. Ventech China II SICAR is controlled by COFIBRED which is held by French Bank BPCE, IMPALA Investments SPRL which is directly held by Jacques Veyrat, and NPEI Lux SA SICAR which is held indirectly by French Bank Natixis, a public company traded on the Paris Stock Exchange. The registered address of Ventech China II SICAR is 47, Avenue John F. Kennedy L-1885, Luxembourg.

As of the date of this prospectus, none of our outstanding ordinary shares are held by record holders in the United States. Immediately prior to the completion of this offering, our ordinary shares will be divided into Class A ordinary shares and Class B ordinary shares. Holders of Class A ordinary shares are entitled to one vote per share, while holders of Class B ordinary shares are entitled to [twenty] votes per share. The ADSs that we issue in this offering will represent Class A ordinary shares. Immediately prior to the completion of this offering, (i) 6,571,429 ordinary shares held by Siku Holding Limited will be re-designated as Class B ordinary shares on a one-for-one basis, and (ii) all of our remaining ordinary shares and preferred shares that are issued and outstanding will be re-designated as Class A ordinary shares on a one-for-one basis. See "Description of Share Capital — Ordinary Shares" for a more detailed description of our Class A ordinary shares and Class B ordinary shares.

We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company. See "Description of Share Capital — History of Securities Issuances" for a description of issuances of our ordinary shares that have resulted in significant changes in ownership held by our major shareholders.

RELATED PARTY TRANSACTIONS

§ **Transactions with Shareholders and Affiliates**

We borrowed RMB18.0 million and nil from one of our Founder as of December 31, 2015 and 2016, respectively, to fund working capital, among which, RMB15.4 million and RMB0.3 million were paid during the years ended December 31, 2015 and 2016, respectively. We further repaid RMB0.7 million (US$0.1 million) to the Founder during the six months ended June 30, 2017.

We had an amount of RMB2.6 million, RMB2.3 million (US$0.3 million) and RMB1.7 million (US$0.3 million) due to one of our Founders as of December 31, 2015, December 31, 2016 and June 30, 2017, respectively, which amount was used for our working capital needs. Such amount due to such Founder is unsecured, non-interest bearing and has no defined repayment term.

During the six months ended June 30, 2017, we lent RMB0.3 million to Jiangxi Tiangong Hi Tech Co., Ltd., which is controlled by our Founder. The amounts were unsecured, non-interest bearing and have no defined repayment term.

§ **Contractual Arrangements with Our Variable Interest Entities and Their Shareholders**

PRC laws and regulations currently limit foreign ownership of companies that engage in value-added telecommunications service or auction businesses in China. As a result, we operate our relevant businesses through contractual arrangements between Kutianxia, our PRC subsidiary, and Beijing Auction and Beijing Secoo, our variable interest entities, and their respective shareholders. For a description of these contractual arrangements, see "Corporate History and Structure — Contractual Arrangements with Our Variable Interest Entities and Their Shareholders."

§ **Private Placements**

See "Description of Share Capital — History of Securities Issuances."

§ **Shareholders Agreements**

Pursuant to an agreement we intend to enter into with our shareholders in 2017 that we will enter into with our other shareholders, our shareholders agreed and undertook to vote in favor of a new memorandum and articles of association immediately prior to the completion of this offering to adopt a dual class voting structure. It is agreed that the shares held by Siku Holding Limited, Mr. Richard Rixue Li and any of their affiliates may be re-designated as Class B ordinary shares on a one-for-one basis and have [twenty] votes per share, while all the other ordinary shares may be re-designated as Class A ordinary shares on a one-for-one basis and have one vote per share, and all the preferred shares will be convertible into and then re-designated as Class A ordinary shares based on the then-applicable conversion ratio.

See "Description of Share Capital — History of Securities Issuances."

§ **Employment Agreements and Indemnification Agreements**

See "Management — Employment Agreements and Indemnification Agreements."

§ **Share Incentive Plan**

See "Management — 2014 Employee Stock Incentive Plan."

DESCRIPTION OF SHARE CAPITAL

We are a Cayman Islands company and our affairs are governed by our memorandum and articles of association and the Companies Law (2016 Revision) of the Cayman Islands, which we refer to as the Companies Law below.

As of the date hereof, the authorized share capital of the Company is US$50,000 divided into (i) 37,264,193 ordinary shares of a nominal or par value of US$0.001 each, (ii) 2,678,572 preferred A shares of a nominal or par value of US$0.001 each, of which 1,250,000 preferred shares are series A-1 convertible redeemable preferred shares and 1,428,572 preferred shares are series A-2 convertible redeemable preferred shares, (iii) 2,380,952 series B preferred shares of a nominal or par value of US$0.001 each, (iv) 1,571,973 series C preferred shares of a nominal or par value of US$0.001 each, (v) 3,178,652 series D preferred shares of a nominal or par value of US$0.001 each, and (vi) 2,925,658 series E preferred shares of a nominal or par value of US$0.001 each. As of the date of this prospectus, there are 7,500,000 ordinary shares issued and outstanding.

Immediately prior to the completion of this offering, (i) our authorized share capital will be classified into 112,000,000 Class A ordinary shares with a par value of US$0.001 each, 8,000,000 Class B ordinary shares with a par value of US$0.001 each and 30,000,000 authorized but unissued ordinary shares, (ii) 6,571,429 ordinary shares held by Siku Holding Limited will be designated as Class B ordinary shares on a one-for-one basis, and (iii) all of the remaining ordinary shares and preferred shares that are issued and outstanding will be designated as Class A ordinary shares on a one-for-one basis.

§ **Ordinary Shares**

General. Upon the completion of this offering, our authorized share capital will be US$[150,000] divided into [150,000,000] ordinary shares of a nominal or par value of US$0.001 each. All of our outstanding ordinary shares are fully paid and non-assessable. Our ordinary shares are divided into Class A ordinary shares and Class B ordinary shares. Holders of our Class A ordinary shares and Class B ordinary shares will have the same rights except for voting and conversion rights. Our ordinary shares are issued in registered form. Our ordinary shares are issued in registered form, and are issued when registered in our register of shareholders. Under our post-offering memorandum and articles of association, we may not issue shares to bearer. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their ordinary shares.

Conversion. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Each Class B Ordinary Share shall automatically converted into one Class A Ordinary Share without any action being required by the holders of Class B Ordinary Shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent, if at any time Mr. Li and his Affiliates collectively hold less than fifty percent (50%) of the issued Class B Ordinary Shares in the capital of the Company, and no Class B Ordinary Shares shall be issued by the Company thereafter.

Dividends. The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our directors. Under Cayman Islands law, dividends may be declared and paid only out of funds legally available therefor, namely out of either profit or our share premium account, and provided further that a dividend may not be paid if this would result in our company being unable to pay its debts as they fall due in the ordinary course of business.

Voting Rights. Our Class A ordinary shares and Class B ordinary shares vote together as a single class on all matters submitted to a vote of our shareholders, except as may otherwise be required by law or provided for in our post-offering amended and restated memorandum and articles of association. In respect of

matters requiring shareholders' vote, each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to twenty votes. Voting at any shareholders' meeting is by show of hands unless a poll is demanded. A poll may be demanded by the chairman of such meeting or any one or more shareholders who together hold not less than 10% of the votes of the outstanding voting shares in our company present in person or by proxy.

An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast at a meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes attaching to the ordinary shares cast at a meeting. Both ordinary resolutions and special resolutions may also be passed by a unanimous written resolution signed by all the shareholders of our company, as permitted by the Companies Law and our post-offering amended and restated memorandum and articles of association. A special resolution will be required for important matters such as a change of name or making changes to our post-offering amended and restated memorandum and articles of association. Holders of the ordinary shares may, among other things, divide or combine their shares by ordinary resolution.

General Meetings of Shareholders

As a Cayman Islands exempted company, we are not obliged by the Companies Law to call or hold shareholders' annual general meetings. Our post-offering memorandum and articles of association provide that we may (but are not obliged to) in each year hold a general meeting as our annual general meeting in which case we shall specify the meeting as such in the notices calling it, and the annual general meeting shall be held at such time and place as may be determined by our directors.

Shareholders' general meetings may be convened by a majority of our board of directors or by our chairman. Advance notice of at least seven business days is required for the convening of our annual general shareholders' meeting (if any) and any other general meeting of our shareholders. A quorum required for any general meeting of shareholders consists of one or more shareholders who in aggregate hold shares representing at least % of all votes attaching to all of our shares in issue and entitled to vote at the meeting, present in person or by proxy.

The Companies Law provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our post-offering memorandum and articles of association provide that upon the requisition of shareholders holding in aggregate, at the date of such requisition, shares representing not less than % of all votes attaching to all of our shares in issue and entitled to vote, our board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. However, our post-offering memorandum and articles of association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders.

Transfer of Ordinary Shares. Subject to the restrictions set out below, any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board of directors.

Our board of directors may, in its absolute discretion, decline to register any transfer of any ordinary share which is not fully paid up or on which we have a lien. Our board of directors may also decline to register any transfer of any ordinary share unless:

- the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of ordinary shares;
- the instrument of transfer is properly stamped, if required;

- in the case of a transfer to joint holders, the number of joint holders to whom the Class A ordinary share is to be transferred does not exceed four; and

- a fee of such maximum sum as the NASDAQ Global Market may determine to be payable or such lesser sum as our directors may from time to time require is paid to us in respect thereof.

If our directors refuse to register a transfer they shall, within three months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal.

The registration of transfers may, after compliance with any notice required of the NASDAQ Global Market, be suspended and the register closed at such times and for such periods as our board of directors may from time to time determine, provided, however, that the registration of transfers shall not be suspended nor the register closed for more than 30 days in any year as our board may determine.

Liquidation. On a return of capital on winding up or otherwise (other than on conversion, redemption or purchase of ordinary shares), assets available for distribution among the holders of ordinary shares shall be distributed among the holders of the ordinary shares on a pro rata basis. If our assets available for distribution are insufficient to repay all of the paid-up capital, the assets will be distributed so that the losses are borne by our shareholders proportionately.

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

Redemption, Repurchase and Surrender of Ordinary Shares. We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders thereof, on such terms and in such manner as may be determined, before the issue of such shares, by our board of directors. Our company may also repurchase any of our shares provided that the manner and terms of such purchase have been approved by our board of directors or by ordinary resolution of our shareholders, or are otherwise authorized by our memorandum and articles of association. Under the Companies Law, the redemption or repurchase of any share may be paid out of our company's profits or out of the proceeds of a fresh issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if the company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Companies Law no such share may be redeemed or repurchased (a) unless it is fully paid up, (b) if such redemption or repurchase would result in there being no shares outstanding, or (c) if the company has commenced liquidation. In addition, our company may accept the surrender of any fully paid share for no consideration.

Variations of Rights of Shares. If at any time the share capital is divided into different classes of shares, the rights attached to any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, be varied with the written consent of the holders of a majority of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu with such existing class of shares.

Inspection of Books and Records. Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, we will provide our shareholders with annual audited financial statements. See "Where You Can Find Additional Information."

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

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

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

Our board of directors may issue preference shares without action by our shareholders to the extent authorized but unissued. Issuance of these shares may dilute the voting power of holders of ordinary shares.

Anti-Takeover Provisions. Some provisions of our post-offering amended and restated memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that authorize our board of directors to issue preference shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preference shares without any further vote or action by our shareholders.

Exempted Company. We are an exempted company with limited liability under the Companies Law. The Companies Law distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except that an exempted company:

- does not have to file an annual return of its shareholders with the Registrar of Companies;
- is not required to open its register of members for inspection;
- does not have to hold an annual general meeting;
- may issue negotiable or bearer shares or shares with no par value;
- may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- may register as a limited duration company; and
- may register as a segregated portfolio company.

"Limited liability" means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company.

Register of Members. Under Cayman Islands law, we must keep a register of members and there should be entered therein:

- the names and addresses of the members, a statement of the shares held by each member, and of the amount paid or agreed to be considered as paid, on the shares of each member;
- the date on which the name of any person was entered on the register as a member; and
- the date on which any person ceased to be a member.

Under Cayman Islands law, the register of members of our company is prima facie evidence of the matters set out therein (i.e. the register of members will raise a presumption of fact on the matters referred to above unless rebutted) and a member registered in the register of members should be deemed as a matter of Cayman Islands law to have legal title to the shares as set against its name in the register of members. Upon the closing of this offering, the register of members should be immediately updated to record and give effect to the issue of shares by us to the Depositary (or its nominee) as the depositary. Once our register of members has been updated, the shareholders recorded in the register of members should be deemed to have legal title to the shares set against their name.

§ **Differences in Corporate Law**

The Companies Law is derived, to a large extent, from the older Companies Acts of England but does not follow recent United Kingdom statutory enactments, and accordingly there are significant differences between the Companies Law and the current Companies Act of England. In addition, the Companies Law differs from laws applicable to United States corporations and their shareholders. Set forth below is a summary of the significant differences between the provisions of the Companies Law applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

Mergers and Similar Arrangements. The Companies Law permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (a) "merger" means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company and (b) a "consolidation" means the combination of two or more constituent companies into a combined company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company, and (b) such other authorization, if any, as may be specified in such constituent company's articles of association. The written plan of merger or consolidation must be filed with the Registrar of Companies together with a declaration as to the solvency of the consolidated or surviving company, a declaration as to the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Dissenting shareholders have the right to be paid the fair value of their shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) if they follow the required procedures, subject to certain exceptions. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

In addition, there are statutory provisions that facilitate the reconstruction and amalgamation of companies, provided that the arrangement is approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it determines that:

- § the statutory provisions as to the required majority vote have been met;
- § the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- § the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- § the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Law.

When a takeover offer is made and accepted by holders of 90.0% of the shares affected within four months, the offeror may, within a two-month period commencing on the expiration of such four month period, require the holders of the remaining shares to transfer such shares on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion.

If an arrangement and reconstruction is thus approved, the dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

Shareholders' Suits. In principle, we will normally be the proper plaintiff and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, the Cayman Islands courts can be expected (and have had occasion) to follow and apply the common law principles (namely the rule in Foss v. Harbottle and the exceptions thereto) so that a minority shareholder may be permitted to commence a representative action against, or derivative actions in the name of, our company to challenge:

- an act which is ultra vires the company or illegal and is therefore incapable of ratification by the shareholders,
- an act which constitutes a fraud against the minority where the wrongdoers are themselves in control of the company, or
- an act which requires a resolution with a qualified (or special) majority (i.e. more than a simple majority) which has not been obtained.

Indemnification of Directors and Executive Officers and Limitation of Liability. Cayman Islands law does not limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our post-offering amended and restated memorandum and articles of association permit indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such unless such losses or damages arise from dishonesty, willful default or fraud of such directors or officers. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation.

In addition, we have entered into indemnification agreements with our directors and executive officers that provide such persons with additional indemnification beyond that provided in our post-offering amended and restated memorandum and articles of association.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Directors' Fiduciary Duties. Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director acts in a manner he reasonably believes to be in the best interests of the corporation. He must not use his corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, the director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the corporation.

As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company and therefore it is considered that he owes the following duties to the company — a duty to act bona fide in the best interests of the company, a duty not to make a personal profit based on his position as director (unless the company permits him to do so), a duty not to put himself in a position where the interests of the company conflict with his personal interest or his duty to a third party and a duty to exercise powers for the purpose for which such powers were intended. A director of a Cayman Islands company owes to the company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his duties a greater degree of skill than may reasonably be expected from a person of his knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands.

Shareholder Action by Written Consent. Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation. Cayman Islands law and our post-offering amended and restated articles of association provide that shareholders may approve corporate matters by way of a unanimous written resolution signed by or on behalf of each shareholder who would have been entitled to vote on such matter at a general meeting without a meeting being held.

Shareholder Proposals. Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings.

Cayman Islands law provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in articles of association. Our post-offering amended and restated articles of association allow our shareholders holding in aggregate shares representing not less than % of all votes attaching to all of our shares in issue and entitled to vote to requisition a shareholder's meeting, in which case our directors are obliged to call such meeting and to put the resolutions so requisitioned to a vote at such meeting. Other than this right to requisition a shareholders' meeting, our post-offering amended and restated articles of association do not provide our shareholders other right to put proposal before a meeting. As an exempted Cayman Islands company, we are not obliged by law to call shareholders' annual general meetings.

Cumulative Voting. Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. There are no prohibitions in relation to cumulative voting under the laws of the Cayman Islands but our post-offering amended and restated articles of association do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

Removal of Directors. Under the Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our post-offering amended and restated articles of association, directors may be removed with or without cause, by an ordinary resolution of our shareholders.

Transactions with Interested Shareholders. The Delaware General Corporation Law contains a business combination statute applicable to Delaware corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or a group who or which owns or owned 15% or more of the target's outstanding voting share within the past three years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

Cayman Islands law has no comparable statute. As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that such transactions must be entered into bona fide in the best interests of the company and for a proper purpose and not with the effect of constituting a fraud on the minority shareholders.

Dissolution; Winding up. Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation's outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board.

Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company is unable to pay its debts as they fall due, by an ordinary resolution of its members. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so. Under the Companies Law and our post-offering amended and restated articles of association, our company may be dissolved, liquidated or wound up by a special resolution of our shareholders, or by an ordinary resolution on the basis that our company is unable to pay its debts as they fall due.

Variation of Rights of Shares. Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under Cayman Islands law and our post-offering amended and restated articles of association, if our share capital is divided into more than one class of shares, we may vary the rights attached to any class with the written consent of the holders of a majority of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class.

Amendment of Governing Documents. Under the Delaware General Corporation Law, a corporation's governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. As permitted by Cayman Islands law, our post-offering amended and restated memorandum and articles of association may only be amended with a special resolution of our shareholders.

Rights of Non-resident or Foreign Shareholders. There are no limitations imposed by our post-offering amended and restated memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our post-offering amended and restated memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed.

§ **History of Securities Issuances**

The following is a summary of our securities issuances in the past three years.

Ordinary Shares

In March 2012, 198,413 ordinary shares were transferred to IDG funds and the restriction on these shares was removed upon the share transfer. Approximately 5.4 million ordinary shares held by Siku Holding Limited and Kuzhifu Holding Limited were vested and released from the restrictions on March 4, 2013, 2014 and 2015, respectively. The remaining approximately 1.8 million ordinary shares held by Siku Holding Limited and Kuzhifu Holding Limited has been vested and released from the restrictions on March 4, 2016.

Preferred Shares and Promissory Notes

In July 2014, we issued and sold a total of 3,178,652 series D preferred shares, including 2,270,466 shares to CMC Galaxy Holdings Ltd, 548,752 shares to IDG-Accel China Growth Fund III, L.P., 38,903 shares to IDG-Accel China III Investors L.P., 172,555 shares to Ventech China II SICAR, 106,694 to Vangoo China Growth Fund II L.P. and 41,282 shares to Blue Lotus Investment SA, for an aggregate consideration of US$35 million, or at approximately US$11.01 per share.

In July 2015, we issued and sold a total of 2,925,658 series E preferred shares, including 1,063,875 shares to Pingan eCommerce Limited Partnership, 797,907 shares to Rhythm Way Limited, 531,938 shares to WJ Investment Group Limited, 248,362 shares to IDG-Accel China Growth Fund III L.P., 17,607 shares to IDG-Accel China III Investors L.P., 159,581 shares to Vangoo China Growth Fund II L.P. and 106,388 shares to CMC Galaxy Holdings Ltd, for an aggregate consideration of US$55 million, or at approximately US$18.80 per share.

Options

Between December 2014 and December 2016, we granted options to purchase an aggregate of 1,320,425 ordinary shares to certain officers and employees and a consultant pursuant to the 2014 Plan. As of December 31, 2016, options to purchase 733,756 ordinary shares were issued and outstanding under the 2014 Plan. For details of the 2014 Plan, see "Management — 2014 Employee Stock Incentive Plan."

§ **Shareholders Agreement**

We entered into our amended and restated shareholders agreement in July 2015 with our shareholders, which consist of holders of ordinary shares, series A-1 preferred shares, series A-2 preferred shares, series B preferred shares, series C preferred shares, series D preferred shares and series E preferred shares.

Pursuant to this shareholders agreement, our board of directors may consist of up to 11 directors upon the completion of this offering. IDG funds, Ventech China II SICAR, Vangoo Capital Partners, CMC Galaxy Holdings Ltd and Ping An each is entitled to appoint and remove one director, and Mr. Richard Rixue Li, representing the ordinary shareholders, is entitled to appoint and remove the remaining six directors. Of the current members of our board of directors, Ms. Jeacy Jisheng Yan was appointed by IDG funds, Ms. Cindy Jia Guo was appointed by Ventech China II SICAR, Ms. Ping Xu was appointed by Vangoo Capital Partners, Mr. Xian Chen was appointed by CMC Galaxy Holdings Ltd and Mr. Le Yu was appointed by Ping An. If this offering is a Qualified Public Offering (as defined in the shareholders agreement), these rights will automatically terminate upon the completion of this offering.

Under this shareholders agreement, holders of our preferred shares, subject to certain conditions, have a participation right with respect to any issuance of new shares by us, excluding the issuance of securities in connection with this offering or under any of our employee share option plans. In addition, holders of our preferred shares have (i) a right of first refusal with respect to transfer of our shares by certain of the other shareholders, and (ii) certain of our shareholders also have a tag-along right with respect to such share transfer. These rights will automatically terminate upon the completion of this offering.

Under our currently effective amended and restated memorandum and articles of association, holders of our preferred shares have the right to convert the preferred shares into ordinary shares, at their sole discretion according to a conversion ratio, subject to adjustments for dilution, including but not limited to stock splits, stock dividends and capitalization and certain other events. Holders of our preferred shares are entitled to a number of votes corresponding to the number of ordinary shares on an as-converted basis as a single class, except for certain specific matters which require preferred shareholders' consent. As of the date of this prospectus, each preferred share is convertible into one ordinary share. Upon the completion of this offering or the written approval of the holders of a majority of each series of preferred shares, and more than 75% of the holders of series C preferred shares, the preferred shares will be automatically converted into ordinary shares on a one-to-one basis.

Under our currently effective amended and restated memorandum and articles of association, holders of our preferred shares are entitled to dividends prior to holders of ordinary shares, liquidation preference and redemption rights. All these preferential rights will automatically terminate upon the completion of this offering.

Liquidation preference. In the event of a liquidation or winding-up of our company. Holders of our series E preferred shares are entitled to receive 150% of their initial amount of investment plus all declared but unpaid dividends, prior to any distribution to holders of our series D preferred shares. Holders of our series D preferred shares are entitled to receive 150% of their initial amount of investment plus all declared but unpaid dividends, prior to any distribution to holders of our series C preferred shares. Holders of our series C preferred shares are entitled to receive 150% of their initial amount of investment plus all declared but unpaid dividends, prior to any distribution to holders of our series B preferred shares. Holders of our series B preferred shares are entitled to receive 150% of their initial amount of investment plus all declared but unpaid dividends, prior to any distribution to holders of our series A preferred shares. Holders of our series A preferred shares are entitled to receive 150% of their initial amount of investment plus all declared but unpaid dividends, prior to any distribution to holders of our ordinary shares. After the distribution to holders of preferred shares, the remaining assets will be distributed among the holders of preferred shares on an as-converted basis together with holders of ordinary shares.

Redemption rights. Shareholders holding more than a certain threshold of our preferred shares have the right to obligate us to redeem all of the outstanding preferred shares then held by such holders, at any time after July 8, 2017. In April 2017, the majority of preferred shareholders with such redemption rights agreed to extend the start date of the redemption rights to May 2018. The redemption price for the preferred shares shall be (i) the higher of (a) the sum of the original issuance price, all declared but unpaid dividends, and an assumed 8% per annum return until the date of redemption, or (b) the fair market value of the applicable preferred shares as of the date of redemption, for holders of series A, B, and C preferred shares, and (ii) the higher of (a) the sum of the original issuance price, all declared but unpaid dividends, and an assumed 15% per annum return until the date of redemption, or (b) the fair market value of the applicable preferred shares as of the date of redemption, for holders of series D and E preferred shares.

Registration Rights

Pursuant to our current amended and restated shareholders agreement, we have granted certain registration rights to holders of our registrable securities, which include our ordinary shares issued or issuable pursuant to conversion of our preferred shares. Set forth below is a description of the registration rights granted under the agreement.

Demand Registration Rights. At any time after the earlier of (i) January 1, 2016 or (ii) six months following the effectiveness of the registration statement on Form F-1 for this offering, the holders of at least 50% of our outstanding registrable securities have the right to demand that we file a registration statement covering the registration of at least 20% of registrable securities of such holders, provided that the Company had not been obligated to effect any such registration if the Company has, within the six-month period preceding the date of such request, already effected a registration. We have the right to defer filing

of a registration statement for a period of not more than 90 days after the receipt of the request of the initiating holders if our board of directors determines in good faith that filing of a registration will be materially detrimental to us and our shareholders. Further, if the registrable securities are offered by means of an underwriting and the underwriter advises us in writing that marketing factors require a limitation of the number of securities to be underwritten, a maximum of 75% of such registrable securities may be reduced as required by the underwriters and the number of the registrable securities will be allocated first to us, and second, among the holders on a pro rata basis according to the number of registrable securities then outstanding held by each holder requesting registration, and third, to holders of other securities of our company, provided that in no event may any registrable securities be excluded from such underwriting unless all other securities are first excluded entirely. We are not obligated to effect more than three demand registrations for holders of our preferred shares.

Piggyback Registration Rights. If we propose to file a registration statement for a public offering of our securities, we must offer holders of our registrable securities an opportunity to include in the registration all or any part of their registrable securities. If the managing underwriters of any underwritten offering determine in good faith that marketing factors require a limitation of the number of shares to be underwritten, the managing underwriters may decide to exclude shares from the registration and the underwriting and to allocate the number of securities first to us and second to each of holders requesting for the inclusion of their registrable securities on a pro rata basis based on the total number of registrable securities held by each such holder and third, to holders of other securities of our company, provided that (i) in no event may any registrable securities be excluded from such offering unless all other securities are first excluded, and (ii) in no event may the amount of securities of selling holders of registrable securities be reduced below 25% of the aggregate number of registrable securities requested to be included in such offering.

Form F-3 Registration Rights. Any holder of our outstanding registrable securities have the right to request that we effect a registration on Form F-3. We, however, are not obligated to effect such registration if, among other things, (i) Form F-3 is not available for such offering by the holders of registrable securities, (ii) the holders requesting inclusion of registrable securities propose to sell such registrable securities and such other securities (if any) at an aggregate price to the public of less than US$500,000, or (iii) we have effected two Form F-3 registrations within the 12-month period preceding the date of such request for Form F-3 registration. We have the right to defer filing of a Form F-3 registration statement for a period of not more than 60 days after the receipt of the request of relevant holders if our board of directors determines in good faith that filing of such registration will be materially detrimental to us and our shareholders, but we cannot exercise the deferral right more than once in any 12-month period and cannot register any other securities during such 60-day period.

Expenses of Registration. We will bear all registration expenses, other than selling expenses, underwriting discounts and selling commissions and fees for special counsel of the holders participating in such registration incurred in connection with any demand, piggyback or F-3 registration. Each holder participating in a registration will bear such holder's proportionate share (based on the total number of shares sold in such registration other than for our account) of all selling expenses and other amounts payable to underwriters or brokers in connection with such offering by such holders.

Termination of Obligations. We have no obligation to effect any demand, piggyback or Form F-3 registration upon the late of (i) third anniversary after the completion of this offering, or (ii) July 7, 2023.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

§ American Depositary Receipts

, as depositary will issue the ADSs which you will be entitled to receive in this offering. Two ADSs will represent an ownership interest in one Class A ordinary share which we will deposit with the custodian, as agent of the depositary, under the deposit agreement among ourselves, the depositary and yourself as an ADR holder. In the future, each ADS will also represent any securities, cash or other property deposited with the depositary but which they have not distributed directly to you. Unless specifically requested by you, all ADSs will be issued on the books of our depositary in book-entry form and periodic statements will be mailed to you which reflect your ownership interest in such ADSs. In our description, references to American depositary receipts or ADRs shall include the statements you will receive which reflect your ownership of ADSs.

The depositary's office is located at .

You may hold ADSs either directly or indirectly through your broker or other financial institution. If you hold ADSs directly, by having an ADS registered in your name on the books of the depositary, you are an ADR holder. This description assumes you hold your ADSs directly. If you hold the ADSs through your broker or financial institution nominee, you must rely on the procedures of such broker or financial institution to assert the rights of an ADR holder described in this section. You should consult with your broker or financial institution to find out what those procedures are.

As an ADR holder, we will not treat you as a shareholder of ours and you will not have any shareholder rights. Cayman Islands law governs shareholder rights. Because the depositary or its nominee will be the shareholder of record for the shares represented by all outstanding ADSs, shareholder rights rest with such record holder. Your rights are those of an ADR holder. Such rights derive from the terms of the deposit agreement to be entered into among us, the depositary and all registered holders from time to time of ADSs issued under the deposit agreement. The obligations of the depositary and its agents are also set out in the deposit agreement. Because the depositary or its nominee will actually be the registered owner of the shares, you must rely on it to exercise the rights of a shareholder on your behalf. The deposit agreement and the ADSs are governed by New York law.

The following is a summary of what we believe to be the material terms of the deposit agreement. Notwithstanding this, because it is a summary, it may not contain all the information that you may otherwise deem important. For more complete information, you should read the entire deposit agreement and the form of ADR which contains the terms of your ADSs. You can read a copy of the deposit agreement which is filed as an exhibit to the registration statement of which this prospectus forms apart. You may also obtain a copy of the deposit agreement at the SEC's Public Reference Room which is located at 100 F Street, NE, Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-732-0330. You may also find the registration statement and the attached deposit agreement on the SEC's website at http://www.sec.gov.

§ Share Dividends and Other Distributions

How will I receive dividends and other distributions on the shares underlying my ADSs?

We may make various types of distributions with respect to our securities. The depositary has agreed that, to the extent practicable, it will pay to you the cash dividends or other distributions it or the custodian receives on shares or other deposited securities, after converting any cash received into U.S. dollars and, in all cases, making any necessary deductions provided for in the deposit agreement. You will receive these distributions in proportion to the number of underlying securities that your ADSs represent.

Except as stated below, the depositary will deliver such distributions to ADR holders in proportion to their interests in the following manner:

Cash. The depositary will distribute any U.S. dollars available to it resulting from a cash dividend or other cash distribution or the net proceeds of sales of any other distribution or portion thereof (to the extent applicable), on an averaged or other practicable basis, subject to (i) appropriate adjustments for taxes withheld, (ii) such distribution being impermissible or impracticable with respect to certain registered ADR holders, and (iii) deduction of the depositary's expenses in (1) converting any foreign currency to U.S. dollars to the extent that it determines that such conversion may be made on a reasonable basis, (2) transferring foreign currency or U.S. dollars to the United States by such means as the depositary may determine to the extent that it determines that such transfer may be made on a reasonable basis, (3) obtaining any approval or license of any governmental authority required for such conversion or transfer, which is obtainable at a reasonable cost and within a reasonable time and (4) making any sale by public or private means in any commercially reasonable manner. The depositary will hold any cash amounts it is unable to distribute in a non-interest-bearing account for the benefit of the applicable holders and beneficial owners of ADSs until the distribution can be effected or the funds that the depositary holds must be escheated as unclaimed property in accordance with the laws of the relevant states of the United States. *If exchange rates fluctuate during a time when the depositary cannot convert a foreign currency, you may lose some or all of the value of the distribution.*

Shares. In the case of a distribution in shares, the depositary will issue additional ADRs to evidence the number of ADSs representing such shares. Only whole ADSs will be issued. Any shares which would result in fractional ADSs will be sold and the net proceeds will be distributed in the same manner as cash to the ADR holders entitled thereto.

Rights to Receive Additional Shares. In the case of a distribution of rights to subscribe for additional shares or other rights, if we provide evidence satisfactory to the depositary that it may lawfully distribute such rights, the depositary will distribute warrants or other instruments in the discretion of the depositary representing such rights. However, if we do not furnish such evidence, the depositary may:

- sell such rights if practicable and distribute the net proceeds in the same manner as cash to the ADR holders entitled thereto; or
- if it is not practicable to sell such rights, do nothing and allow such rights to lapse, in which case ADR holders will receive nothing.

We have no obligation to file a registration statement under the Securities Act in order to make any rights available to ADR holders.

Other Distributions. In the case of a distribution of securities or property other than those described above, the depositary may either (i) distribute such securities or property in any manner it deems equitable and practicable or (ii) to the extent the depositary deems distribution of such securities or property not to be equitable and practicable, sell such securities or property and distribute any net proceeds in the same way it distributes cash.

If the depositary determines that any distribution described above is not practicable with respect to any specific registered ADR holder, the depositary may choose any method of distribution that it deems practicable for such ADR holder, including the distribution of foreign currency, securities or property, or it may retain such items, without paying interest on or investing them, on behalf of the ADR holder as deposited securities, in which case the ADSs will also represent the retained items.

Any U.S. dollars will be distributed by checks drawn on a bank in the United States for whole dollars and cents. Fractional cents will be withheld without liability and dealt with by the depositary in accordance with its then current practices.

The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADR holders.

There can be no assurance that the depositary will be able to convert any currency at a specified exchange rate or sell any property, rights, shares or other securities at a specified price, nor that any of such transactions can be completed within a specified time period.

§ **Deposit, Withdrawal and Cancellation**

How does the depositary issue ADSs?

The depositary will issue ADSs if you or your broker deposit shares or evidence of rights to receive shares with the custodian and pay the fees and expenses owing to the depositary in connection with such issuance. In the case of the ADSs to be issued under this prospectus, we will arrange with the underwriters named herein to deposit such shares.

Shares deposited in the future with the custodian must be accompanied by certain delivery documentation and shall, at the time of such deposit, be registered in the name of , as depositary for the benefit of holders of ADRs or in such other name as the depositary shall direct.

The custodian will hold all deposited shares (including those being deposited by or on our behalf in connection with the offering to which this prospectus relates) for the account of the depositary. ADR holders thus have no direct ownership interest in the shares and only have such rights as are contained in the deposit agreement. The custodian will also hold any additional securities, property and cash received on or in substitution for the deposited shares. The deposited shares and any such additional items are referred to as "deposited securities".

Upon each deposit of shares, receipt of related delivery documentation and compliance with the other provisions of the deposit agreement, including the payment of the fees and charges of the depositary and any taxes or other fees or charges owing, the depositary will issue an ADR or ADRs in the name or upon the order of the person entitled thereto evidencing the number of ADSs to which such person is entitled. All of the ADSs issued will, unless specifically requested to the contrary, be part of the depositary's direct registration system, and a registered holder will receive periodic statements from the depositary which will show the number of ADSs registered in such holder's name. An ADR holder can request that the ADSs not be held through the depositary's direct registration system and that a certificated ADR be issued.

How do ADR holders cancel an ADS and obtain deposited securities?

When you turn in your ADR certificate at the depositary's office, or when you provide proper instructions and documentation in the case of direct registration ADSs, the depositary will, upon payment of certain applicable fees, charges and taxes, deliver the underlying shares to you or upon your written order. At your risk, expense and request, the depositary may deliver deposited securities at such other place as you may request.

The depositary may only restrict the withdrawal of deposited securities in connection with:

- temporary delays caused by closing our transfer books or those of the depositary or the deposit of shares in connection with voting at a shareholders' meeting, or the payment of dividends;
- the payment of fees, taxes and similar charges; or
- compliance with any U.S. or foreign laws or governmental regulations relating to the ADRs or to the withdrawal of deposited securities.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

§ **Record Dates**

The depositary may, after consultation with us if practicable, fix record dates for the determination of the registered ADR holders who will be entitled (or obligated, as the case may be):

- § to receive any distribution on or in respect of shares,
- § to give instructions for the exercise of voting rights at a meeting of holders of shares,
- § to pay the fee assessed by the depositary for administration of the ADR program and for any expenses as provided for in the ADR, or
- § to receive any notice or to act in respect of other mattersall subject to the provisions of the deposit agreement.

§ **Voting Rights**

How do I vote?

If you are an ADR holder and the depositary asks you to provide it with voting instructions, you may instruct the depositary how to exercise the voting rights for the shares which underlie your ADSs. As soon as practicable after receiving notice of any meeting or solicitation of consents or proxies from us, the depositary will distribute to the registered ADR holders a notice stating such information as is contained in the voting materials received by the depositary and describing how you may instruct the depositary to exercise the voting rights for the shares which underlie your ADSs, including instructions for giving a discretionary proxy to a person designated by us. For instructions to be valid, the depositary must receive them in the manner and on or before the date specified. The depositary will try, as far as is practical, subject to the provisions of and governing the underlying shares or other deposited securities, to vote or to have its agents vote the shares or other deposited securities as you instruct. The depositary will only vote or attempt to vote as you instruct. The depositary will not itself exercise any voting discretion. Furthermore, neither the depositary nor its agents are responsible for any failure to carry out any voting instructions, for the manner in which any vote is cast or for the effect of any vote. Notwithstanding anything contained in the deposit agreement or any ADR, the depositary may, to the extent not prohibited by law or regulations, or by the requirements of the stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the depositary in connection with any meeting of, or solicitation of consents or proxies from, holders of deposited securities, distribute to the registered holders of ADRs a notice that provides such holders with, or otherwise publicizes to such holders, instructions on how to retrieve such materials or receive such materials upon request (i.e., by reference to a website containing the materials for retrieval or a contact for requesting copies of the materials).

Under our constituent documents the depositary would be able to provide us with voting instructions without having to personally attend meetings in person or by proxy. Such voting instructions may be provided to us via facsimile, email, mail, courier or other recognized form of delivery and we agree to accept any such delivery so long as it is timely received prior to the meeting. We will endeavor to provide the depositary with written notice of each meeting of shareholders promptly after determining the date of such meeting so as to enable it to solicit and receive voting instructions. In general, the depositary will require that voting instructions be received by the depositary no less than five business days prior to the date of each meeting of shareholders. Under the post-offering memorandum and articles of association that we expect to adopt, the minimum notice period required to convene a general meeting is seven days. The depositary may not have sufficient time to solicit voting instructions, and it is possible that you, or persons who hold their ADSs through brokers, dealers or other third parties, will not have the opportunity to exercise a right to vote.

Notwithstanding the above, we have advised the depositary that under the Cayman Islands law and our constituent documents, each as in effect as of the date of the deposit agreement, voting at any meeting of

shareholders is by show of hands unless a poll is (before or on the declaration of the results of the show of hands) demanded. In the event that voting on any resolution or matter is conducted on a show of hands basis in accordance with our constituent documents, the depositary will refrain from voting and the voting instructions (or the deemed voting instructions, as set out above) received by the depositary from holders shall lapse. The depositary will not demand a poll or join in demanding a poll, whether or not requested to do so by holders of ADSs.

There is no guarantee that you will receive voting materials in time to instruct the depositary to vote and it is possible that you, or persons who hold their ADSs through brokers, dealers or other third parties, will not have the opportunity to exercise a right to vote.

§ **Reports and Other Communications**

Will ADR holders be able to view our reports?

The depositary will make available for inspection by ADR holders at the offices of the depositary and the custodian the deposit agreement, the provisions of or governing deposited securities, and any written communications from us which are both received by the custodian or its nominee as a holder of deposited securities and made generally available to the holders of deposited securities.

Additionally, if we make any written communications generally available to holders of our shares, and we furnish copies thereof (or English translations or summaries) to the depositary, it will distribute the same to registered ADR holders.

§ **Fees and Expenses**

What fees and expenses will I be responsible for paying?

The depositary may charge each person to whom ADSs are issued, including, without limitation, issuances against deposits of shares, issuances in respect of share distributions, rights and other distributions, issuances pursuant to a stock dividend or stock split declared by us or issuances pursuant to a merger, exchange of securities or any other transaction or event affecting the ADSs or deposited securities, and each person surrendering ADSs for withdrawal of deposited securities or whose ADRs are cancelled or reduced for any other reason, US$5.00 for each 100 ADSs (or any portion thereof) issued, delivered, reduced, cancelled or surrendered, as the case may be. The depositary may sell (by public or private sale) sufficient securities and property received in respect of a share distribution, rights and/or other distribution prior to such deposit to pay such charge.

The following additional charges shall be incurred by the ADR holders, by any party depositing or withdrawing shares or by any party surrendering ADSs or to whom ADSs are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by us or an exchange of stock regarding the ADRs or the deposited securities or a distribution of ADSs), whichever is applicable:

- § a fee of US$ per ADR or ADRs for transfers of certificated or direct registration ADRs;
- § a fee of up to US$ per ADS for any cash distribution made pursuant to the deposit agreement;
- § a fee of up to US$ per ADS per calendar year (or portion thereof) for services performed by the depositary in administering the ADRs (which fee may be charged on a periodic basis during each calendar year and shall be assessed against holders of ADRs as of the record date or record dates set by the depositary during each calendar year and shall be payable in the manner described in the next succeeding provision);
- § reimbursement of such fees, charges and expenses as are incurred by the depositary and/or any of the depositary's agents (including, without limitation, the custodian and expenses incurred on behalf of holders in connection with compliance with foreign exchange control regulations or any law or

regulation relating to foreign investment) in connection with the servicing of the shares or other deposited securities, the delivery of deposited securities or otherwise in connection with the depositary's or its custodian's compliance with applicable law, rule or regulation (which charge shall be assessed on a proportionate basis against holders as of the record date or dates set by the depositary and shall be payable at the sole discretion of the depositary by billing such holders or by deducting such charge from one or more cash dividends or other cash distributions);

- § a fee for the distribution of securities (or the sale of securities in connection with a distribution), such fee being in an amount equal to the fee for the execution and delivery of ADSs which would have been charged as a result of the deposit of such securities (treating all such securities as if they were shares and there would be a fee of five cents per ADS outstanding);
- § stock transfer or other taxes and other governmental charges;
- § cable, telex and facsimile transmission and delivery charges incurred at your request in connection with the deposit or delivery of shares;
- § transfer or registration fees for the registration of transfer of deposited securities on any applicable register in connection with the deposit or withdrawal of deposited securities; and
- § expenses of the depositary in connection with the conversion of foreign currency into U.S. dollars.

We will pay all other charges and expenses of the depositary and any agent of the depositary (except the custodian) pursuant to agreements from time to time between us and the depositary. The charges described above may be amended from time to time by agreement between us and the depositary.

Our depositary has agreed to reimburse us for certain expenses we incur that are related to establishment and maintenance of the ADR program, including investor relations expenses and exchange application and listing fees. Neither the depositary nor we can determine the exact amount to be made available to us because (i) the number of ADSs that will be issued and outstanding, (ii) the level of fees to be charged to holders of ADSs and (iii) our reimbursable expenses related to the ADR program are not known at this time. The depositary collects its fees for issuance and cancellation of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions, or by directly billing investors, or by charging the book-entry system accounts of participants acting for them. The depositary will generally set off the amounts owing from distributions made to holders of ADSs. If, however, no distribution exists and payment owing is not timely received by the depositary, the depositary may refuse to provide any further services to holders that have not paid those fees and expenses owing until such fees and expenses have been paid. At the discretion of the depositary, all fees and charges owing under the deposit agreement are due in advance and/or when declared owing by the depositary.

- § **Payment of Taxes**

ADR holders must pay any tax or other governmental charge payable by the custodian or the depositary on any ADS or ADR, deposited security or distribution. If an ADR holder owes any tax or other governmental charge, the depositary may (i) deduct the amount thereof from any cash distributions, or (ii) sell deposited securities (by public or private sale) and deduct the amount owing from the net proceeds of such sale. In either case the ADR holder remains liable for any shortfall. Additionally, if any taxes or other governmental charges (including any penalties and/or interest) shall become payable by or on behalf of the custodian or the depositary with respect to any ADR, any deposited securities represented by the ADSs evidenced thereby or any distribution thereon, including, without limitation, any PRC Enterprise Income Tax owing if Circular 82 issued by the SAT or any other circular, edict, order or ruling, as issued and as from time to time amended, is applied or otherwise, such tax or other governmental charge shall be paid by the holder

thereof to the depositary and by holding or having held an ADR the holder and all prior holders thereof, jointly and severally, agree to indemnify, defend and save harmless each of the depositary and its agents in respect thereof. If any tax or governmental charge is unpaid, the depositary may also refuse to effect any registration, registration of transfer, split-up or combination of deposited securities or withdrawal of deposited securities until such payment is made. If any tax or governmental charge is required to be withheld on any cash distribution, the depositary may deduct the amount required to be withheld from any cash distribution or, in the case of a non-cash distribution, sell the distributed property or securities (by public or private sale) to pay such taxes and distribute any remaining net proceeds to the ADR holders entitled thereto.

By holding an ADR or an interest therein, you will be agreeing to indemnify us, the depositary, its custodian and any of our or their respective directors, employees, agents and affiliates against, and hold each of them harmless from, any claims by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes or reduced rate of withholding at source.

§ **Reclassifications, Recapitalizations and Mergers**

If we take certain actions that affect the deposited securities, including (i) any change in par value, split-up, consolidation, cancellation or other reclassification of deposited securities or (ii) any distributions not made to holders of ADRs or (iii) any recapitalization, reorganization, merger, consolidation, liquidation, receivership, bankruptcy or sale of all or substantially all of our assets, then the depositary may choose to:

- § amend the form of ADR;
- § distribute additional or amended ADRs;
- § distribute cash, securities or other property it has received in connection with such actions;
- § sell any securities or property received and distribute the proceeds as cash; or
- § none of the above.

If the depositary does not choose any of the above options, any of the cash, securities or other property it receives will constitute part of the deposited securities and each ADS will then represent a proportionate interest in such property.

§ **Amendment and Termination**

How may the deposit agreement be amended?

We may agree with the depositary to amend the deposit agreement and the ADSs without your consent for any reason. ADR holders must be given at least 30 days' notice of any amendment that imposes or increases any fees or charges (other than stock transfer or other taxes and other governmental charges, transfer or registration fees, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or otherwise prejudices any substantial existing right of ADR holders. Such notice need not describe in detail the specific amendments effectuated thereby, but must give ADR holders a means to access the text of such amendment. If an ADR holder continues to hold an ADR or ADRs after being so notified, such ADR holder is deemed to agree to such amendment and to be bound by the deposit agreement as so amended. Notwithstanding the foregoing, if any governmental body or regulatory body should adopt new laws, rules or regulations which would require amendment or supplement of the deposit agreement or the form of ADR to ensure compliance therewith, we and the depositary may amend or supplement the deposit agreement and the ADR at any time in accordance with such changed laws, rules or regulations, which amendment or supplement may take effect before a notice is given or within any other period of time as required for compliance. No amendment, however, will impair your right to surrender your ADSs and receive the underlying securities, except in order to comply with mandatory provisions of applicable law.

How may the deposit agreement be terminated?

The depositary may, and shall at our written direction, terminate the deposit agreement and the ADRs by mailing notice of such termination to the registered holders of ADRs at least 30 days prior to the date fixed in such notice for such termination; provided, however, if the depositary shall have (i) resigned as depositary under the deposit agreement, notice of such termination by the depositary shall not be provided to registered holders unless a successor depositary shall not be operating under the deposit agreement within 45 days of the date of such resignation, and (ii) been removed as depositary under the deposit agreement, notice of such termination by the depositary shall not be provided to registered holders of ADRs unless a successor depositary shall not be operating under the deposit agreement on the 90th day after our notice of removal was first provided to the depositary. After termination, the depositary's only responsibility will be (i) to deliver deposited securities to ADR holders who surrender their ADRs, and (ii) to hold or sell distributions received on deposited securities. As soon as practicable after the expiration of six months from the termination date, the depositary will sell the deposited securities which remain and hold the net proceeds of such sales (as long as it may lawfully do so), without liability for interest, in trust for the ADR holders who have not yet surrendered their ADRs. After making such sale, the depositary shall have no obligations except to account for such proceeds and other cash.

§ **Limitations on Obligations and Liability to ADS Holders**

Limits on our obligations and the obligations of the depositary; limits on liability to ADR holders and holders of ADSs

Prior to the issue, registration, registration of transfer, split-up, combination, or cancellation of any ADRs, or the delivery of any distribution in respect thereof, and from time to time, we or the depositary or its custodian may require:

- payment with respect thereto of (i) any stock transfer or other tax or other governmental charge, (ii) any stock transfer or registration fees in effect for the registration of transfers of shares or other deposited securities upon any applicable register and (iii) any applicable fees and expenses described in the deposit agreement;
- the production of proof satisfactory to it of (i) the identity of any signatory and genuineness of any signature and (ii) such other information, including without limitation, information as to citizenship, residence, exchange control approval, beneficial ownership of any securities, compliance with applicable law, regulations, provisions of or governing deposited securities and terms of the deposit agreement and the ADRs, as it may deem necessary or proper; and
- compliance with such regulations as the depositary may establish consistent with the deposit agreement.

The issuance of ADRs, the acceptance of deposits of shares, the registration, registration of transfer, split-up or combination of ADRs or the withdrawal of shares, may be suspended, generally or in particular instances, when the ADR register or any register for deposited securities is closed or when any such action is deemed advisable by the depositary; provided that the ability to withdrawal shares may only be limited under the following circumstances: (i) temporary delays caused by closing transfer books of the depositary or our transfer books or the deposit of shares in connection with voting at a shareholders' meeting, or the payment of dividends, (ii) the payment of fees, taxes, and similar charges, and (iii) compliance with any laws or governmental regulations relating to ADRs or to the withdrawal of deposited securities.

The deposit agreement expressly limits the obligations and liability of the depositary, ourselves and our respective agents. Neither we nor the depositary nor any such agent will be liable if:

- any present or future law, rule, regulation, fiat, order or decree of the United States, the Cayman Islands, the People's Republic of China or any other country, or of any governmental or regulatory authority or securities exchange or market or automated quotation system, the provisions of or

governing any deposited securities, any present or future provision of our charter, any act of God, war, terrorism or other circumstance beyond our, the depositary's or our respective agents' control shall prevent or delay, or shall cause any of them to be subject to any civil or criminal penalty in connection with, any act which the deposit agreement or the ADRs provide shall be done or performed by us, the depositary or our respective agents (including, without limitation, voting);

- § it exercises or fails to exercise discretion under the deposit agreement or the ADR;
- § it performs its obligations under the deposit agreement and ADRs without gross negligence or bad faith;
- § it takes any action or refrains from taking any action in reliance upon the advice of or information from legal counsel, accountants, any person presenting shares for deposit, any registered holder of ADRs, or any other person believed by it to be competent to give such advice or information; or
- § it relies upon any written notice, request, direction or other document believed by it to be genuine and to have been signed or presented by the proper party or parties.

Neither the depositary nor its agents have any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any deposited securities or the ADRs. We and our agents shall only be obligated to appear in, prosecute or defend any action, suit or other proceeding in respect of any deposited securities or the ADRs, which in our opinion may involve us in expense or liability, if indemnity satisfactory to us against all expense (including fees and disbursements of counsel) and liability is furnished as often as may be required. The depositary and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the deposit agreement, any registered holder or holders of ADRs, any ADRs or otherwise related to the deposit agreement or ADRs to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation laws, rules, regulations, administrative or judicial process, banking, securities or other regulators. The depositary shall not be liable for the acts or omissions made by any securities depository, clearing agency or settlement system in connection with or arising out of book-entry settlement of deposited securities or otherwise. Furthermore, the depositary shall not be responsible for, and shall incur no liability in connection with or arising from, the insolvency of any custodian that is not a branch or affiliate of [ ]. The depositary and the custodian(s) may use third-party delivery services and providers of information regarding matters such as pricing, proxy voting, corporate actions, class action litigation and other services in connection with the ADRs and the deposit agreement, and use local agents to provide extraordinary services such as attendance at annual meetings of issuers of securities. Although the depositary and the custodian will use reasonable care (and cause their agents to use reasonable care) in the selection and retention of such third-party providers and local agents, they will not be responsible for any errors or omissions made by them in providing the relevant information or services.

Additionally, none of us, the depositary or the custodian shall be liable for the failure by any registered holder of ADRs or beneficial owner therein to obtain the benefits of credits on the basis of non-U.S. tax paid against such holder's or beneficial owner's income tax liability. Neither we nor the depositary shall incur any liability for any tax consequences that may be incurred by holders or beneficial owners on account of their ownership of ADRs or ADSs.

Neither the depositary nor its agents will be responsible for any failure to carry out any instructions to vote any of the deposited securities, for the manner in which any such vote is cast or for the effect of any such vote. Neither the depositary nor any of its agents shall be liable to registered holders of ADRs or beneficial owners of interests in ADSs for any indirect, special, punitive or consequential damages (including, without limitation, lost profits) of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought.

In the deposit agreement each party thereto (including, for avoidance of doubt, each holder and beneficial owner and/or holder of interests in ADRs) irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any suit, action or proceeding against the depositary and/or the company directly or indirectly arising out of or relating to the shares or other deposited securities, the ADSs or the ADRs, the deposit agreement or any transaction contemplated therein, or the breach thereof (whether based on contract, tort, common law or any other theory).

The depositary may own and deal in any class of our securities and in ADSs.

§ **Disclosure of Interest in ADSs**

To the extent that the provisions of or governing any deposited securities may require disclosure of or impose limits on beneficial or other ownership of deposited securities, other shares and other securities and may provide for blocking transfer, voting or other rights to enforce such disclosure or limits, you agree to comply with all such disclosure requirements and ownership limitations and to comply with any reasonable instructions we may provide in respect thereof. We reserve the right to instruct you to deliver your ADSs for cancellation and withdrawal of the deposited securities so as to permit us to deal with you directly as a holder of shares and, by holding an ADS or an interest therein, you will be agreeing to comply with such instructions.

§ **Books of Depositary**

The depositary or its agent will maintain a register for the registration, registration of transfer, combination and split-up of ADRs, which register shall include the depositary's direct registration system. Registered holders of ADRs may inspect such records at the depositary's office at all reasonable times, but solely for the purpose of communicating with other holders in the interest of the business of our company or a matter relating to the deposit agreement. Such register may be closed from time to time, when deemed expedient by the depositary.

The depositary will maintain facilities for the delivery and receipt of ADRs.

§ **Pre-release of ADSs**

In its capacity as depositary, the depositary shall not lend shares or ADSs; provided, however, that the depositary may issue ADSs prior to the receipt of shares (each such transaction a "pre-release"). The depositary may receive ADSs in lieu of shares (which ADSs will promptly be canceled by the depositary upon receipt by the depositary). Each such pre-release will be subject to a written agreement whereby the person or entity (the "applicant") to whom ADSs are to be delivered (i) represents that at the time of the pre-release the applicant or its customer owns the shares that are to be delivered by the applicant under such pre-release, (ii) agrees to indicate the depositary as owner of such shares in its records and to hold such shares in trust for the depositary until such shares are delivered to the depositary or the custodian, (iii) unconditionally guarantees to deliver to the depositary or the custodian, as applicable, such shares, and (iv) agrees to any additional restrictions or requirements that the depositary deems appropriate. Each such pre-release will be at all times fully collateralized with cash, U.S. government securities or such other collateral as the depositary deems appropriate, terminable by the depositary on not more than five business days' notice and subject to such further indemnities and credit regulations as the depositary deems appropriate. The depositary will normally limit the number of ADSs involved in such pre-release at any one time to thirty percent of the ADSs outstanding (without giving effect to pre-released ADSs outstanding), provided, however, that the depositary reserves the right to change or disregard such limit from time to time as it deems appropriate. The depositary may also set limits with respect to the number of ADSs involved in pre-release with any one person on a case-by-case basis as it deems appropriate. The depositary may retain for its own account any compensation received by it in conjunction with the foregoing. Collateral provided in

connection with pre-release transactions, but not the earnings thereon, shall be held for the benefit of the registered holders of ADRs (other than the applicant).

- **Appointment**

In the deposit agreement, each registered holder of ADRs and each person holding an interest in ADSs, upon acceptance of any ADSs (or any interest therein) issued in accordance with the terms and conditions of the deposit agreement will be deemed for all purposes to:

- be a party to and bound by the terms of the deposit agreement and the applicable ADR or ADRs, and
- appoint the depositary its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the deposit agreement and the applicable ADR or ADRs, to adopt any and all procedures necessary to comply with applicable laws and to take such action as the depositary in its sole discretion may deem necessary or appropriate to carry out the purposes of the deposit agreement and the applicable ADR and ADRs, the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof.

- **Governing Law**

The deposit agreement and the ADRs shall be governed by and construed in accordance with the laws of the State of New York. In the deposit agreement, we have submitted to the jurisdiction of the courts of the State of New York and appointed an agent for service of process on our behalf. Notwithstanding the foregoing, any action based on the deposit agreement or the transactions contemplated thereby may be instituted by the depositary and holders in any competent court in the Cayman Islands, Hong Kong, the People's Republic of China and/or the United States or through the commencement of an English language arbitration either in New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in Hong Kong following the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL).

SHARES ELIGIBLE FOR FUTURE SALES

Upon completion of this offering, we will have ADSs outstanding, representing approximately % of our outstanding ordinary shares, assuming (i) the underwriters do not exercise their option to purchase additional ADSs, and (ii) we will issue and sell Class A ordinary shares through the Concurrent Private Placements. All of the ADSs sold in this offering will be freely transferable by persons other than by our "affiliates" without restriction or further registration under the Securities Act. Sales of substantial amounts of our ADSs in the public market could adversely affect prevailing market prices of our ADSs. Prior to this offering, there has been no public market for our ordinary shares or the ADSs. We intend to apply to list the ADSs on the NASDAQ Global Market, but we cannot assure you that a regular trading market will develop in the ADSs. We do not expect that a trading market will develop for our ordinary shares not represented by the ADSs.

§ **Lock-up Agreements**

We have agreed, for a period of 180 days after the date of this prospectus, not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale, lend or otherwise dispose of, except in this offering, any of our ordinary shares or ADSs or securities that are substantially similar to our ordinary shares or ADSs, including but not limited to any options or warrants to purchase our ordinary shares, ADSs or any securities that are convertible into or exchangeable for, or that represent the right to receive, our ordinary shares, ADSs or any such substantially similar securities (other than pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date such lock-up agreement was executed), without the prior written consent of the representative of the underwriters.

Furthermore, our directors, executive officers, the Concurrent Private Placements investors and all of our existing shareholders and option holders will enter into similar lock-up agreements for a period of 180 days from the date of this prospectus, subject to certain exceptions, with respect to our ordinary shares, ADSs and securities that are substantially similar to our ordinary shares or ADSs. These parties collectively own all of our outstanding ordinary shares, without giving effect to this offering.

Other than this offering, we are not aware of any plans by any significant shareholders to dispose of significant numbers of our ADSs or ordinary shares. However, one or more existing shareholders or owners of securities convertible or exchangeable into or exercisable for our ADSs or ordinary shares may dispose of significant numbers of our ADSs or ordinary shares. We cannot predict what effect, if any, future sales of our ADSs or ordinary shares, or the availability of ADSs or ordinary shares for future sale, will have on the trading price of our ADSs from time to time. Sales of substantial amounts of our ADSs or ordinary shares in the public market, or the perception that these sales could occur, could adversely affect the trading price of our ADSs.

§ **Rule 144**

All of our ordinary shares that will be outstanding upon the completion of this offering are "restricted securities" as that term is defined in Rule 144 under the Securities Act and may be sold publicly in the United States only if they are subject to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirement such as those provided by Rule 144 and Rule 701 promulgated under the Securities Act. In general, beginning 90 days after the date of this prospectus, a person (or persons whose shares are aggregated) who at the time of a sale is not, and has not been during the three months preceding the sale, an affiliate of ours and has beneficially owned our restricted securities for at least six months will be entitled to sell the restricted securities without registration under the Securities Act, subject only to the availability of current public information about us, and will be entitled to sell restricted securities beneficially owned for at least one year without restriction.

Persons who are our affiliates and have beneficially owned our restricted securities for at least six months may sell a number of restricted securities within any three-month period that does not exceed the greater of the following:

- 1% of the then outstanding ordinary shares of the same class, in the form of ADSs or otherwise, in the form of ADSs or otherwise, which will equal approximately Class A ordinary shares immediately after this offering, assuming (i) the underwriters do not exercise their option to purchase additional ADSs, and (ii) we will issue and sell Class A ordinary shares through the Concurrent Private Placements; or

- the average weekly trading volume of our ordinary shares in the form of ADSs or otherwise, on the NASDAQ Global Market, during the four calendar weeks preceding the date on which notice of the sale is filed with the SEC.

Sales by our affiliates under Rule 144 are also subject to certain requirements relating to manner of sale, notice and the availability of current public information about us.

- **Rule 701**

In general, under Rule 701 of the Securities Act as currently in effect, each of our employees, consultants or advisors who purchases our ordinary shares from us in connection with a compensatory stock plan or other written agreement executed prior to the completion of this offering is eligible to resell those ordinary shares in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144. However, the Rule 701 shares would remain subject to lock-up arrangements and would only become eligible for sale when the lock-up period expires.

TAXATION

The following summary of the principal Cayman Islands, PRC and U.S. federal income tax consequences of an investment in our ADSs or ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this registration statement, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in our ADSs or ordinary shares, such as the tax consequences under U.S. state and local tax laws or under the tax laws of jurisdictions other than the Cayman Islands, the People's Republic of China and the U.S.

§ Cayman Islands Taxation

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution brought within the jurisdiction of the Cayman Islands. The Cayman Islands is not party to any double tax treaties that are applicable to any payments made to or by our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

§ People's Republic of China Taxation

Under the PRC Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with its "de facto management body" within the PRC is considered a resident enterprise. The implementation rules define the term "de facto management body" as the body that exercises full and substantial control and overall management over the business, production, personnel, accounts and properties of an enterprise. In April 2009, the SAT issued a circular, known as

Circular 82, which provides certain specific criteria for determining whether the "de facto management body" of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners, the criteria set forth in the circular may reflect the SAT's general position on how the "de facto management body" text should be applied in determining the tax resident status of all offshore enterprises. According to Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its "de facto management body" in China only if all of the following conditions are met: (i) the primary location of the day-to-day operational management is in the PRC; (ii) decisions relating to the enterprise's financial and human resource matters are made or are subject to approval by organizations or personnel in the PRC; (iii) the enterprise's primary assets, accounting books and records, company seals, and board and shareholder resolutions, are located or maintained in the PRC; and (iv) at least 50% of voting board members or senior executives habitually reside in the PRC.

We believe that Secoo Holding Limited is not a PRC resident enterprise for PRC tax purposes. Secoo Holding Limited is not controlled by a PRC enterprise or PRC enterprise group and we do not believe that Secoo Holding Limited meets all of the conditions above. Secoo Holding Limited is a company incorporated outside the PRC. As a holding company, its key assets are its ownership interests in its subsidiaries, and its key assets are located, and its records (including the resolutions of its board of directors and the resolutions of its shareholders) are maintained, outside the PRC. In addition, we are not aware of any offshore holding companies with a similar corporate structure as ours that have been deemed PRC "resident enterprises" by the PRC tax authorities. However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term "de facto management body."

If the PRC tax authorities determine that Secoo Holding Limited is a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of our ADSs. In addition, non-resident enterprise shareholders (including our ADS holders) may be subject to a 10% PRC tax on gains realized on the sale or other disposition of ADSs or ordinary shares, if such income is treated as sourced from within the PRC. It is unclear whether our non-PRC individual shareholders (including our ADS holders) would be subject to any PRC tax on dividends or gains obtained by such non-PRC individual shareholders in the event we are determined to be a PRC resident enterprise. If any PRC tax were to apply to such dividends or gains, it would generally apply at a rate of 20% unless a reduced rate is available under an applicable tax treaty. However, it is also unclear whether non-PRC shareholders of Secoo Holding Limited would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that Secoo Holding Limited is treated as a PRC resident enterprise.

In January 2009, the SAT promulgated the Provisional Measures for the Administration of Withholding of Enterprise Income Tax for Non-resident Enterprises, or the Non-resident Enterprises Measures. Pursuant to the Non-resident Enterprises Measures, the entities which have the direct obligation to make certain payments to a non-resident enterprise shall be the relevant tax withholders for such non-resident enterprise. Further, the Non-resident Enterprise Measures provides that in case of an equity transfer between two non-resident enterprises which occurs outside China, the non-resident enterprise which receives the equity transfer payment shall, by itself or engage an agent to, file a tax declaration with the PRC tax authority in the jurisdiction of the PRC company whose equity has been transferred, and the PRC company whose equity has been transferred shall assist the tax authorities to collect taxes from the relevant non-resident enterprise, or be subject to certain penalties and additions to interest for any tax due. On April 30, 2009, the MOF and the SAT jointly issued SAT Circular 59. On December 10, 2009, the SAT issued Circular 698. Both SAT Circular 59 and Circular 698 became effective retroactively as of January 1, 2008. By promulgating and implementing these two circulars, the PRC tax authorities have enhanced their scrutiny over the direct or indirect transfer of equity interests in a PRC resident enterprise by a non-resident enterprise. Under Circular 698, except for the purchase and sale of equity interests through a public securities market, where there is an Indirect Transfer, the non-resident enterprise, being the transferor, may be subject to PRC enterprise income tax, if the Indirect Transfer is considered an abusive use of the holding company structure without reasonable commercial purpose.

On February 3, 2015, the SAT issued Public Notice 7 to supersede the existing tax rules in relation to the Indirect Transfer as set forth in Circular 698, while the other provisions of Circular 698 remain in force. Public Notice 7 introduces a new tax regime that is significantly different from that under Circular 698. Public Notice 7 extends its tax jurisdiction to both Indirect Transfer as set forth under Circular 698 and transactions involving the transfer of real property in China and assets owned by an establishment or place, a PRC domestic tax concept which is analogous to the concept of permanent establishment under tax treaties, in China of a foreign company through the offshore transfer of a foreign intermediate holding company. Public Notice 7 also interprets the term "transfer of the equity interest in a foreign intermediate holding company" broadly. In addition, Public Notice 7 provides clearer criteria on how to assess reasonable commercial purposes and introduces safe harbor scenarios applicable to internal group restructurings. Pursuant to the Public Notice 7, both the foreign transferor and the transferee of the Indirect Transfer are required to make a self-assessment on whether the transaction should be subject to PRC tax and whether to file or withhold the PRC tax accordingly.

There is little guidance and practical experience as to the application of Circular 698 and Public Notice 7. Where non-resident investors were involved in our private equity financing, if such transactions are determined by the tax authorities as lack reasonable commercial purpose, we and our non-resident investors may become at risk of being taxed under Circular 698 and Public Notice 7 and may be required to expend valuable resources to comply with Circular 698 and Public Notice 7 or to establish that we should not be taxed under Circular 698 and Public Notice 7. The PRC tax authorities have the discretion under SAT

Circular 59, Circular 698 and Public Notice 7 to make adjustments to the taxable capital gains based on the difference between the fair value of the equity interests transferred and the cost of investment.

§ **United States Federal Income Tax Considerations**

The following is a discussion of U.S. federal income tax considerations relating to the acquisition, ownership and disposition of our ADSs or ordinary shares by a U.S. Holder that holds our ADSs or ordinary shares as "capital assets" (generally, property held for investment) under the U.S. Internal Revenue Code of 1986, as amended (the "Code"). This discussion does not address all aspects of U.S. federal income taxation that may be important to particular investors in light of their individual investment circumstances, including investors subject to special tax rules (for example, certain financial institutions, insurance companies, broker-dealers, traders in securities that elect mark-to-market treatment, tax-exempt organizations (including private foundations), investors who own (directly, indirectly, or constructively) 10% or more of our voting stock, investors that will hold their ADSs or ordinary shares as part of a straddle, hedge, conversion, constructive sale, or other integrated transaction for U.S. federal income tax purposes, or investors that have a functional currency other than the U.S. dollar), all of whom may be subject to tax rules that differ significantly from those summarized below.

This discussion is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed U.S. Treasury regulations ("Regulations"), in each case as in effect and available on the date hereof. All of the foregoing are subject to change (possibly on a retroactive basis), or differing interpretations, which could affect the U.S. federal income tax considerations described herein. There can be no assurance that the Internal Revenue Service (the "IRS"), or a court will not take a contrary position with respect to any U.S. federal income tax considerations described below.

In addition, this discussion does not address the alternative minimum tax or Medicare net investment income tax, or any state, local or non-U.S. tax considerations (other than the discussion below relating to certain withholding rules and the U.S.-PRC income tax treaty (the "Treaty")). U.S. Holders should consult their own tax advisors regarding the U.S. federal, state, local, and non-U.S. income and other tax considerations of an investment in our ADSs or ordinary shares.

General

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of our ADSs or ordinary shares that is, for U.S. federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created in or organized under the law of the United States, or any state thereof or the District of Columbia, (iii) an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source, or (iv) a trust (A) the administration of which is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise elected to be treated as a U.S. person under the applicable Regulations.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) owns our ADSs or ordinary shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships holding our ADSs or ordinary shares and their partners should consult their own tax advisors regarding an investment in our ADSs or ordinary shares.

The discussion below assumes that the representations contained in the deposit agreement are and will continue to be true and that the obligations in the deposit agreement and any related agreement have been and will be complied with in accordance with the terms. For U.S. federal income tax purposes, a U.S. Holder of our ADSs will be treated as a beneficial owner of the underlying shares represented by such ADSs. Accordingly, deposits or withdrawals of ordinary shares for ADSs will not be subject to U.S. federal income tax.

Passive Foreign Investment Company Considerations

A non-U.S. corporation, such as our company, will be classified as a PFIC for U.S. federal income tax purposes for any taxable year, if either (i) 75% or more of its gross income for such year consists of certain types of "passive" income or (ii) 50% or more of the value of its assets (determined on the basis of a quarterly average) during such year produce or are held for the production of passive income. Passive income generally includes dividends, interest, royalties, rents, annuities, net gains from the sale or exchange of property producing such income and net foreign currency gains. For this purpose, cash and assets readily convertible into cash are categorized as passive assets and the company's unbooked intangibles associated with active business activity are taken into account as non-passive assets.

In addition, a non-U.S. corporation will be treated as owning its proportionate share of the assets and earning its proportionate share of the income of any other corporation in which it owns, directly or indirectly, more than 25% (by value) of the stock. Although the law in this regard is unclear, we treat our variable interest entities as being beneficially owned by us for U.S. federal income tax purposes because we control their management decisions, we are entitled to substantially all of the economic benefits associated with these entities, and, as a result, we consolidate their results of operations in our U.S. GAAP financial statements.

Based on our current income and assets and the expected value of our ADSs and outstanding ordinary shares, we do not believe that we were a PFIC for our previous taxable year and we do not expect to be classified as a PFIC for our taxable year ending December 31, 2017 or in the foreseeable future. While we do not anticipate becoming a PFIC following the year of the offering, changes in the nature of our income or assets, or fluctuations in the market price of our ADSs or ordinary shares, may cause us to become a PFIC for future taxable years. In estimating the value of our goodwill and other unbooked intangibles, we have taken into account our anticipated market capitalization following the close of this offering, which may fluctuate over time. Among other factors, if our market capitalization is less than anticipated or subsequently declines, we may be or become classified as a PFIC for the current or future taxable years. Under circumstances where revenues from activities that produce passive income significantly increase relative to our revenues from activities that produce non-passive income or where we determine not to deploy significant amounts of cash for working capital or other purposes, our risk of becoming classified as a PFIC may substantially increase. In addition, if it were determined that that we are not the owner of our variable interest entities for U.S. federal income tax purposes, we may be treated as a PFIC for our current taxable year and in future taxable years.

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, the PFIC tax rules discussed below under "— *Passive Foreign Investment Company Rules*" will generally apply to such U.S. Holder for such taxable year and, unless the U.S. Holder makes certain elections, will apply in future years even if we cease to be a PFIC. The discussion below under "— *Dividends*" and "— *Sale or Other Taxable Disposition of our ADSs or Ordinary Shares*" assumes that we will not be classified as a PFIC for U.S. federal income tax purposes.

Dividends

Any cash distributions (including any amount of any PRC tax withheld) paid on our ADSs or ordinary shares out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder, in the case of ordinary shares, or by the depositary, in the case of ADSs. Because we do not intend to determine our earnings and profits on the basis of U.S. federal income tax principles, any distribution we pay will generally be reported as dividend income for U.S. federal income tax purposes. Dividends received on our ADSs or ordinary shares will not be eligible for the dividends received deduction allowed to corporations under the Code.

A non-corporate U.S. Holder will be subject to tax at the lower capital gain tax rate applicable to "qualified dividend income" on dividends paid on our ADSs, provided that certain conditions are satisfied, including

that (i) our ADSs are readily tradable on an established securities market in the United States, or, in the event that we are deemed to be a PRC resident enterprise under the PRC tax law, we are eligible for the benefits of the Treaty, (ii) we are neither a PFIC nor treated as such with respect to a U.S. Holder (as discussed below) for the taxable year in which the dividend was paid and the preceding taxable year, and (iii) certain holding period requirements are met. Provided that the listing is approved on the NASDAQ Global Market, which is an established securities market in the United States, we anticipate that our ADSs should qualify as readily tradable, although there can be no assurances in this regard. Because we do not expect our ordinary shares will be listed on an established securities market, we do not expect that the dividends we pay on our ordinary shares that are not represented by ADSs will meet the conditions required for such reduced tax rates, unless we are deemed to be a PRC resident enterprise (as described above). We expect, however, to be eligible for the benefits of the Treaty. Assuming we are eligible for such benefits, dividends we pay on our ordinary shares, regardless of whether such shares are represented by the ADSs, would be eligible for the reduced rates of taxation described in the preceding paragraph.

For U.S. foreign tax credit purposes, dividends will generally be treated as income from foreign sources and will generally constitute passive category income. In the event that we are deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law, a U.S. Holder may be subject to PRC taxes on dividends paid on our ADSs or ordinary shares. A U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit not in excess of any applicable treaty rate in respect of any nonrefundable foreign withholding taxes imposed on dividends received on our ADSs or ordinary shares. A U.S. Holder who does not elect to claim a foreign tax credit on foreign tax withheld may instead claim a deduction, for U.S. federal income tax purposes, in respect of such withholding, but only for a year in which such U.S. Holder elects to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex. U.S. Holders should consult their own tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

Sale or Other Taxable Disposition of our ADSs or Ordinary Shares

A U.S. Holder will generally recognize capital gain or loss upon the sale or other taxable disposition of our ADSs or ordinary shares in an amount equal to the difference, if any, between the amount realized upon the sale or other taxable disposition and the U.S. Holder's adjusted tax basis in such ADSs or ordinary shares. Any capital gain or loss will be long-term if the ADSs or ordinary shares have been held for more than one year and will generally be U.S.-source gain or loss for U.S. foreign tax credit purposes. The deductibility of a capital loss may be subject to limitations. In the event that gain from the disposition of the ADSs or ordinary shares is subject to tax in the PRC because we are deemed to be a PRC resident enterprise, and such gain is deemed to be United States-source gain, U.S. Holders may not be able to credit such tax against their U.S. federal income tax liability unless U.S. Holder has other income from foreign sources in the appropriate category for purposes of the foreign tax credit rules. However, a U.S. Holder that is eligible for the benefits of the Treaty may be able to elect to treat such gain as PRC-source gain. U.S. Holders should consult their own tax advisors regarding the tax consequences if a foreign tax is imposed on a disposition of our ADSs or ordinary shares, including the availability of the foreign tax credit under their particular circumstances.

Passive Foreign Investment Company Rules

If we are classified as a PFIC for any taxable year during which a U.S. Holder owns our ADSs or ordinary shares, and unless the U.S. Holder makes a "mark-to-market" election (as described below), the U.S. Holder will generally be subject to special tax rules that have a generally penalizing effect, regardless of whether we remain a PFIC, on (i) any excess distribution that we make to the U.S. Holder (which generally means any distribution paid during a taxable year to a U.S. Holder that is greater than 125% of the average annual distributions paid in the three preceding taxable years or, if shorter, the U.S. Holder's holding period

for our ADSs or ordinary shares), and (ii) any gain realized on the sale or other disposition, including a pledge, of our ADSs or ordinary shares. Under the PFIC rules:

- the excess distribution or gain will be allocated ratably over the U.S. Holder's holding period for the ADSs or ordinary shares;
- amounts allocated to the current taxable year and any taxable years in a U.S. Holder's holding period prior to the first taxable year in which we are classified as a PFIC will be taxable as ordinary income; and
- amounts allocated to each of the other taxable years will be subject to tax at the highest tax rate in effect applicable to such U.S. Holder for that year, and such amounts will be increased by an additional tax equal to interest on the resulting tax deemed deferred with respect to such years.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares and any of our subsidiaries (including any variable interest entity) is also a PFIC, such U.S. Holder will be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC and would be subject to the rules described above on certain distributions by a lower-tier PFIC and a disposition of shares of a lower-tier PFIC even though such U.S. Holder may not receive the proceeds of those distributions or dispositions. U.S. Holders should consult their own tax advisors regarding the application of the PFIC rules to any of our subsidiaries.

If a company that is a PFIC provides certain information to U.S. Holders, a U.S. Holder can then avoid certain adverse tax consequences described above by making a "qualified electing fund" election to be taxed currently on its proportionate share of the PFIC's ordinary income and net capital gains. However, because we do not intend to prepare or provide the information necessary for a U.S. Holder to make a qualified electing fund election, such election will not be available to U.S. Holders.

Alternatively, a U.S. Holder of "marketable stock" in a PFIC may make a mark-to-market election with respect to such stock. Marketable stock is stock that is traded in other than de minimis quantities on at least 15 days during each calendar quarter ("regularly traded"), on a qualified exchange (such as the NASDAQ Global Market or other market as defined in applicable Regulations. We believe that a U.S. Holder may make a mark-to-market election with respect to our ADSs, but not our ordinary shares, provided that the listing of our ADSs on the NASDAQ Global Market is approved and that our ADSs are regularly traded. We anticipate that our ADSs should qualify as being regularly traded, but no assurances may be given in this regard. If a U.S. Holder makes this election, such holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of our ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of our ADSs over the fair market value of such ADSs held at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. The U.S. Holder's adjusted tax basis in our ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of our ADSs and we cease to be a PFIC, such holder will not be required to take into account the gain or loss described above during any period that we are not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ADSs in a year when we are a PFIC will be treated as ordinary income and any loss will be treated as ordinary loss, but such loss will only be treated as ordinary loss to the extent of the net amount previously included in income as a result of the mark-to-market election.

Because, as a technical matter, a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder generally would continue to be subject to the general PFIC rules described above with respect to such U.S. Holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for U.S. federal income tax purposes.

A U.S. Holder that holds our ADSs or ordinary shares in any year in which we are classified as a PFIC may make a "deemed sale" election with respect to such ADSs or ordinary shares in a subsequent taxable year in which we are not classified as a PFIC. If a U.S. Holder makes a valid deemed sale election with respect to such ADSs or ordinary shares, such U.S. Holder will be treated as having sold all of its ADSs or ordinary shares for their fair market value on the last day of the last taxable year in which we were a PFIC and such ADSs or ordinary shares will no longer be treated as PFIC stock. A U.S. Holder will recognize gain (but not loss), which will be subject to tax as an 'excess distribution' received on the last day of the last taxable year in which we were a PFIC. A U.S. Holder's basis in the ADSs or ordinary shares would be increased to reflect gain recognized, and such U.S. Holder's holding period would begin on the day after we ceased to be a PFIC.

The deemed sale election is only relevant to U.S. Holders that hold our ADSs or ordinary shares during a taxable year in which we cease to be a PFIC.

U.S. Holders should consult their own tax advisors concerning each U.S. federal income tax consequences of purchasing, owning, and disposing of our ADSs or ordinary shares if we are or become classified as a PFIC, including the possibility of making either a deemed sale or a mark-to-market election, and the unavailability of the qualified electing fund election.

Backup Withholding and Information Reporting

Proceeds from the sale, exchange or other disposition of, or a distribution on, our ADSs or ordinary shares may be subject to information reporting to the IRS and possible backup withholding. Backup withholding generally will not apply, however, to a U.S. Holder who furnishes a correct taxpayer identification number and makes any other required certification or who is otherwise exempt from backup withholding. U.S. Holders who are required to establish their exempt status generally must provide such certification on IRS Form W-9.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will generally be allowed as a refund or a credit against a U.S. Holder's U.S. federal income tax liability if the required information is furnished by the U.S. Holder on a timely basis to the IRS.

Certain U.S. Holders who are individuals are required to report information relating to an interest in "specified foreign financial assets," including shares issued by a non-U.S. corporation for any year in which the aggregate value of all specified foreign financial assets exceeds $50,000, subject to certain exceptions (including an exception for ordinary shares held in custodial accounts maintained with a U.S. financial institution). Penalties may me imposed for a failure to disclose such information.

If a U.S. Holder holds our ADSs or ordinary shares in any year in which we are treated as a PFIC with respect to such U.S. Holder, such U.S. Holder will be required to file IRS Form 8621 and such other forms as may be required by the U.S. Treasury Department.

U.S. Holders should consult their own tax advisors regarding the application of the backup withholding and information reporting rules and any other reporting requirements.

THE PRECEDING DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS INTENDED FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE TAX ADVICE. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES TO THEM OF AN INVESTMENT IN OUR ADSs OR ORDINARY SHARES.

UNDERWRITING

Subject to the terms and conditions set forth in the underwriting agreement, dated , 2017, among us and Jefferies LLC, as the representative of the underwriters named below and the sole book-running manager of this offering, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the respective number of ADSs shown opposite its name below:

Underwriter	Number of ADSs
Jefferies LLC	
Total	

The underwriting agreement provides that the obligations of the several underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the ADSs if any of them are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated. We have agreed to indemnify the underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

The underwriters have advised us that, following the completion of this offering, they currently intend to make a market in the ADSs as permitted by applicable laws and regulations. However, the underwriters are not obligated to do so, and the underwriters may discontinue any market-making activities at any time without notice in their sole discretion. Accordingly, no assurance can be given as to the liquidity of the trading market for the ADSs, that you will be able to sell any of the ADSs held by you at a particular time or that the prices that you receive when you sell will be favorable.

The underwriters are offering the ADSs subject to their acceptance of the ADSs from us and subject to prior sale. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Commission and Expenses

The underwriters have advised us that they propose to offer the ADSs to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers, which may include the underwriters, at that price less a concession not in excess of US$ per ADS. The underwriters may allow, and certain dealers may reallow, a discount from the concession not in excess of US$ per ADS to certain brokers and dealers. After the offering, the initial public offering price, concession and reallowance to dealers may be reduced by the representative. No such reduction will change the amount of proceeds to be received by us as set forth on the cover page of this prospectus.

The following table shows the public offering price, the underwriting discounts and commissions that we are to pay the underwriters and the proceeds, before expenses, to us in connection with this offering. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional ADSs.

	Per ADS		Total	
	Without Option to Purchase Additional ADSs	With Option to Purchase Additional ADSs	Without Option to Purchase Additional ADSs	With Option to Purchase Additional ADSs
Public offering price	US$	US$	US$	US$
Underwriting discounts and commissions paid by us	US$	US$	US$	US$
Proceeds to us, before expenses	US$	US$	US$	US$

We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately US$.

Determination of Offering Price

Prior to this offering, there has not been a public market for our ADSs. Consequently, the initial public offering price for our ADSs will be determined by negotiations between us and the representative. Among the factors to be considered in these negotiations will be prevailing market conditions, our financial information, market valuations of other companies that we and the underwriters believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

We offer no assurances that the initial public offering price will correspond to the price at which the ADSs will trade in the public market subsequent to the offering or that an active trading market for the ADSs will develop and continue after the offering.

Listing

We have applied to have the ADSs listed on the NASDAQ Global Market under the trading symbol "SECO."

Stamp Taxes

If you purchase ADSs offered in this prospectus, you may be required to pay stamp taxes and other charges under the laws and practices of the country of purchase, in addition to the offering price listed on the cover page of this prospectus.

Option to Purchase Additional ADSs

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase, from time to time, in whole or in part, up to an aggregate of ADSs from us at the public offering price set forth on the cover page of this prospectus, less underwriting discounts and commissions. If the underwriters exercise this option, each underwriter will be obligated, subject to specified conditions, to purchase a number of additional ADSs proportionate to that underwriter's initial purchase commitment as indicated in the table above. This option may be exercised only if the underwriters sell more ADSs than the total number set forth on the cover page of this prospectus.

No Sales of Similar Securities

We, our directors, executive officers, and substantially all of our existing shareholders will agree, subject to specified exceptions, not to directly or indirectly:

- sell, offer, contract or grant any option to sell (including any short sale), pledge, transfer, establish an open "put equivalent position" within the meaning of Rule 16a-l(h) under the Securities Exchange Act of 1934, as amended, or
- otherwise dispose of any ordinary shares of common stock or ADSs, options or warrants to acquire ordinary shares or ADSs, or securities exchangeable or exercisable for or convertible into ordinary shares or ADSs currently or hereafter owned either of record or beneficially, or
- publicly announce an intention to do any of the foregoing for a period of 180 days after the date of this prospectus without the prior written consent of Jefferies LLC.

This restriction terminates after the close of trading of the ADSs and including the 180th day after the date of this prospectus. [In addition, the depositary of our ADSs has agreed not to accept application of conversion of our ordinary shares into ADSs for a period of 180 days after the date of this prospectus.]

Concurrently with, and subject to, the completion of this offering, Gold Ease Global Limited and YTL E-Solutions Berhad, both of which are non-US entities, have agreed to purchase from us, severally but not jointly, an aggregate of US$30.0 million in Class A ordinary shares at a price per share equal to the initial public offering price adjusted to reflect the ADS-to-ordinary share ratio. Assuming an initial offering price of US$ per ADS, the midpoint of the estimated offering price range shown on the front cover page of this prospectus, these investors will purchase a total of Class A ordinary shares from us. Our proposed issuance and sale of Class A ordinary shares to these investors are being made through private placements pursuant to an exemption from registration with the U.S. Securities and Exchange Commission under Regulation S of the Securities Act. Under the subscription agreements executed on July 21 2017 and August 17, 2017, respectively, the completion of this offering is the only substantive closing condition precedent for the concurrent private placements and if this offering is completed, the concurrent private placements will be completed concurrently. Both of these investors have agreed with the underwriters not to, directly or indirectly, sell, transfer or dispose of any Class A ordinary shares acquired in the private placements for a period of 180 days after the date of this prospectus, subject to certain exceptions.

Jefferies LLC may, in its sole discretion and at any time or from time to time before the termination of the 180-day period release all or any portion of the securities subject to lock-up agreements. There are no existing agreements between the underwriters and any of our shareholders who will execute a lock-up agreement, providing consent to the sale of ADSs or ordinary shares prior to the expiration of the lock-up period.

Stabilization

The underwriters have advised us that they, pursuant to Regulation M under the Securities Exchange Act of 1934, as amended, certain persons participating in the offering may engage in short sale transactions, stabilizing transactions, syndicate covering transactions or the imposition of penalty bids in connection with this offering. These activities may have the effect of stabilizing or maintaining the market price of the ADSs at a level above that which might otherwise prevail in the open market. Establishing short sales positions may involve either "covered" short sales or "naked" short sales.

"Covered" short sales are sales made in an amount not greater than the underwriters' option to purchase additional shares of our ADSs in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional ADSs or purchasing the ADSs in the open market. In determining the source of ADSs to close out the covered short position, the underwriters will consider, among other things, the price of ADSs available for purchase in the open market as compared to the price at which they may purchase ADSs through the option to purchase additional ADSs.

"Naked" short sales are sales in excess of the option to purchase additional ADSs. The underwriters must close out any naked short position by purchasing ADSs in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the ADSs in the open market after pricing that could adversely affect investors who purchase in this offering.

A stabilizing bid is a bid for the purchase of ADSs on behalf of the underwriters for the purpose of fixing or maintaining the price of the ADSs. A syndicate covering transaction is the bid for or the purchase of ADSs on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. Similar to other purchase transactions, the underwriter's purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our ADSs or preventing or retarding a decline in the market price of our ADSs. As a result, the price of our ADSs may be higher than the price that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling concession otherwise accruing to a syndicate member in connection with the offering if the ADSs originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member.

None of we or any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of ADSs. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

Electronic Distribution

A prospectus in electronic format may be made available by e-mail or on the web sites or through online services maintained by one or more of the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of ADSs for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriters on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters' web sites and any information contained in any other web site maintained by any of the underwriters is not part of this prospectus, has not been approved and/or endorsed by us or the underwriters and should not be relied upon by investors.

Other Activities and Relationships

The underwriters and certain of their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The underwriters and certain of their respective affiliates have, from time to time, performed, and may in the future perform, various commercial and investment banking and financial advisory services for us and our affiliates, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and certain of their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments issued by us and our affiliates. If the underwriters or their respective affiliates have a lending relationship with us, they routinely hedge their credit exposure to us consistent with their customary risk management policies. The underwriters and their respective affiliates may hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities or the securities of our affiliates, including potentially the ADSs offered

hereby. Any such short positions could adversely affect future trading prices of the ADSs offered hereby. The underwriters and certain of their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Disclaimers About Non-U.S. Jurisdictions

Canada

(A) Resale Restrictions

The distribution of ADSs in Canada is being made only in the provinces of Ontario, Quebec, Alberta and British Columbia on a private placement basis exempt from the requirement that we prepare and file a prospectus with the securities regulatory authorities in each province where trades of these securities are made. Any resale of the ADSs in Canada must be made under applicable securities laws which may vary depending on the relevant jurisdiction, and which may require resales to be made under available statutory exemptions or under a discretionary exemption granted by the applicable Canadian securities regulatory authority. Purchasers are advised to seek legal advice prior to any resale of the securities.

(B) Representations of Canadian Purchasers

By purchasing ADSs in Canada and accepting delivery of a purchase confirmation, a purchaser is representing to us and the dealer from whom the purchase confirmation is received that:

- the purchaser is entitled under applicable provincial securities laws to purchase the ADSs without the benefit of a prospectus qualified under those securities laws as it is an "accredited investor" as defined under National Instrument 45-106 — *Prospectus Exemptions*,
- the purchaser is a "permitted client" as defined in National Instrument 31-103 — *Registration Requirements, Exemptions and Ongoing Registrant Obligations*,
- where required by law, the purchaser is purchasing as principal and not as agent, and
- the purchaser has reviewed the text above under Resale Restrictions.

(C) Conflicts of Interest

Canadian purchasers are hereby notified that Jefferies is relying on the exemption set out in section 3A.3 or 3A.4, if applicable, of National Instrument 33-105 — *Underwriting Conflicts* from having to provide certain conflict of interest disclosure in this document.

(D) Statutory Rights of Action

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the offering memorandum (including any amendment thereto) such as this document contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser of these securities in Canada should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

(E) Enforcement of Legal Rights

All of our directors and officers as well as the experts named herein may be located outside of Canada and, as a result, it may not be possible for Canadian purchasers to effect service of process within Canada upon us or those persons. All or a substantial portion of our assets and the assets of those persons may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against us or those

persons in Canada or to enforce a judgment obtained in Canadian courts against us or those persons outside of Canada.

(F) Taxation and Eligibility for Investment

Canadian purchasers of ADSs should consult their own legal and tax advisors with respect to the tax consequences of an investment in the ADSs in their particular circumstances and about the eligibility of the ADSs for investment by the purchaser under relevant Canadian legislation.

Australia

This prospectus is not a disclosure document for the purpose of Australia's Corporation Act 2001 (Cth) of Australia, or Corporations Act, has not been lodged with the Australian Securities & Investments Commission and is only directed to the categories of exempt persons set out below. Accordingly, if you receive this prospectus in Australia:

(a) you confirm and warrant that you are either:

(i) a "sophisticated investor" under section 708(8)(a) or (b) of the Corporations Act;

(ii) a "sophisticated investor" under section 708(8)(c) or (d) of the Corporations Act and that you have provided an accountant's certificate to the Company which complies with the requirements of section 708(8)(c)(i) or (ii) of the Corporations Act and related regulations before the offer has been made;

(iii) a person associated with the company under section 708(12) of the Corporations Act; or

(iv) a "professional investor" within the meaning of section 708(11)(a) or (b) of the Corporations Act;

to the extent that you are unable to confirm or warrant that you are an exempt sophisticated investor, associated person or professional investor under the Corporations Act, any offer made to you under this document is void and incapable of acceptance;

(b) you warrant and agree that you will not offer any of the ADSs issued to you pursuant to this document for resale in Australia within 12 months of those ADSs being issued unless any such resale offer is exempt from the requirement to issue a disclosure document under section 708 of the Corporations Act.

Cayman Islands

This prospectus does not constitute an invitation or offer to the public in the Cayman Islands of the ADSs, whether by way of sale or subscription. The underwriters have not offered or sold, and will not offer or sell, directly or indirectly, any ADSs in the Cayman Islands.

Dubai International Financial Centre

This document relates to an Exempt Offer, as defined in the Offered Securities Rules module of the DFSA Rulebook, or the OSR, in accordance with the Offered Securities Rules of the Dubai Financial Services Authority. This document is intended for distribution only to Persons, as defined in the OSR, of a type specified in those rules. It must not be delivered to, or relied on by, any other Person. The Dubai Financial Services Authority has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The Dubai Financial Services Authority has not approved this document nor taken steps to verify the information set out in it, and has no responsibility for it. The ADSs to which this document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the ADSs offered should conduct their own due diligence on the ADSs. If you do not understand the contents of this document you should consult an authorized financial adviser.

European Economic Area

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive, or each referred as a "Relevant Member State", an offer to the public of any common shares which are the subject of the offering contemplated by this prospectus supplement and the accompanying prospectus may not be made in that Relevant Member State except that an offer to the public in that Relevant Member State of any common shares may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

(a) to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;

(b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the underwriters or the underwriters nominated by us for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of common shares shall require us or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer common shares to the public" in relation to the common shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the common shares to be offered so as to enable an investor to decide to purchase or subscribe to the common shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Hong Kong

The ADSs may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32, Laws of Hong Kong) and no advertisement, invitation or document relating to the ADSs may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to ADSs which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Israel

This document does not constitute a prospectus under the Israeli Securities Law, 5728-1968, or the Securities Law, and has not been filed with or approved by the Israel Securities Authority. In Israel, this prospectus is being distributed only to, and is directed only at, and any offer of the ADSs is directed only at, (i) a limited number of persons in accordance with the Israeli Securities Law and (ii) investors listed in the first addendum, or the Addendum, to the Israeli Securities Law, consisting primarily of joint investment in trust funds, provident funds, insurance companies, banks, portfolio managers, investment advisors, members of the Tel Aviv Stock Exchange, underwriters, venture capital funds, entities with equity in excess

of NIS 50 million and "qualified individuals," each as defined in the Addendum (as it may be amended from time to time), collectively referred to as qualified investors (in each case, purchasing for their own account or, where permitted under the Addendum, for the accounts of their clients who are investors listed in the Addendum). Qualified investors are required to submit written confirmation that they fall within the scope of the Addendum, are aware of the meaning of same and agree to it.

Japan

The offering have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948 of Japan, as amended), or FIEL, and the Initial Purchaser will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to any exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Korea

The ADSs may not be offered, sold and delivered directly or indirectly, or offered or sold to any person for reoffering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the Korea Securities and Exchange Act and the Foreign Exchange Transaction Law and the decrees and regulations thereunder. The ADSs have not been registered with the Financial Services Commission of Korea for public offering in Korea. Furthermore, the ADSs may not be resold to Korean residents unless the purchaser of the ADSs complies with all applicable regulatory requirements (including but not limited to government approval requirements under the Foreign Exchange Transaction Law and its subordinate decrees and regulations) in connection with the purchase of the ADSs.

Kuwait

Unless all necessary approvals from the Kuwait Ministry of Commerce and Industry required by Law No. 31/1990 "Regulating the Negotiation of Securities and Establishment of Investment Funds," its Executive Regulations and the various Ministerial Orders issued pursuant thereto or in connection therewith, have been given in relation to the marketing and sale of the ADSs, these may not be marketed, offered for sale, nor sold in the State of Kuwait. Neither this prospectus (including any related document), nor any of the information contained therein is intended to lead to the conclusion of any contract of whatsoever nature within Kuwait.

PRC

This prospectus has not been and will not be circulated or distributed in the PRC, and ADSs may not be offered or sold, and will not be offered or sold to any person for re-offering or resale, directly or indirectly, to any resident of the PRC except pursuant to applicable laws and regulations of the PRC.

Qatar

In the State of Qatar, the offer contained herein is made on an exclusive basis to the specifically intended recipient thereof, upon that person's request and initiative, for personal use only and shall in no way be construed as a general offer for the sale of securities to the public or an attempt to do business as a bank, an investment company or otherwise in the State of Qatar. This prospectus and the underlying securities have not been approved or licensed by the Qatar Central Bank or the Qatar Financial Centre Regulatory Authority or any other regulator in the State of Qatar. The information contained in this prospectus shall only be shared with any third parties in Qatar on a need to know basis for the purpose of evaluating the contained offer. Any distribution of this prospectus by the recipient to third parties in Qatar beyond the terms hereof is not permitted and shall be at the liability of such recipient.

Saudi Arabia

This prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority. The Capital

Market Authority does not make any representation as to the accuracy or completeness of this prospectus, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this prospectus. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this prospectus you should consult an authorized financial adviser.

Singapore

This prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the ADSs may not be circulated or distributed, nor may the ADSs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289 of Singapore), or the SFA, pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where the ADSs are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the ADSs pursuant to an offer made under Section 275 of the SFA except:

- to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- where no consideration is or will be given for the transfer;
- where the transfer is by operation of law;
- as specified in Section 276(7) of the SFA; or
- as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Switzerland

The ADSs may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This prospectus has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to our company or the ADSs have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of the ADSs will not be supervised by, the Swiss Financial Market Supervisory Authority, and the offer of the ADSs has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (the "CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of the ADSs.

Taiwan

The ADSs have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan or relevant laws and regulations that require a registration, filing or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the ADSs in Taiwan.

United Arab Emirates

This prospectus is not intended to constitute an offer, sale or delivery of shares or other securities under the laws of the United Arab Emirates, or the UAE. The ADSs have not been and will not be registered under Federal Law No. 4 of 2000 Concerning the Emirates Securities and Commodities Authority and the Emirates Security and Commodity Exchange, or with the UAE Central Bank, the Dubai Financial Market, the Abu Dhabi Securities Market or with any other UAE exchange.

The offering, the ADSs and interests therein have not been approved or licensed by the UAE Central Bank or any other relevant licensing authorities in the UAE, and do not constitute a public offer of securities in the UAE in accordance with the Commercial Companies Law, Federal Law No. 8 of 1984 (as amended) or otherwise.

In relation to its use in the UAE, this prospectus is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose. The interests in the ADSs may not be offered or sold directly or indirectly to the public in the UAE.

United Kingdom

This prospectus is only being distributed to, and is only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive that are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, or the Order, and/or (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Order and other persons to whom it may lawfully be communicated (each such person being referred to as a "relevant person").

This prospectus and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom. Any person in the United Kingdom that is not a relevant person should not act or rely on this document or any of its contents.

EXPENSES RELATED TO THIS OFFERING

Set forth below is an itemization of the total expenses, excluding underwriting discount, that we expect to incur in connection with this offering. With the exception of the SEC registration fee, the Financial Industry Regulatory Authority, or FINRA, filing fee, and the NASDAQ Global Market entry and listing fee, all amounts are estimates.

SEC Registration Fee	US$
FINRA Fee	
NASDAQ Global Market Entry and Listing Fee	
Printing and Engraving Expenses	
Legal Fees and Expenses	
Accounting Fees and Expenses	
Miscellaneous	
Total	US$

LEGAL MATTERS

We are being represented by Skadden, Arps, Slate, Meagher & Flom LLP with respect to certain legal matters as to United States federal securities and New York State law. The underwriters are being represented by Clifford Chance with respect to certain legal matters as to United States federal securities and New York State law. The validity of the ordinary shares represented by the ADSs offered in this offering will be passed upon for us by Maples and Calder (Hong Kong) LLP. Certain legal matters as to PRC law will be passed upon for us by Han Kun Law Offices and for the underwriter by Zhong Lun Law Firm. Skadden, Arps, Slate, Meagher & Flom LLP may rely upon Maples and Calder (Hong Kong) LLP with respect to matters governed by Cayman Islands law and Han Kun Law Offices with respect to matters governed by PRC law. Clifford Chance may rely upon Zhong Lun Law Firm with respect to matters governed by PRC law.

EXPERTS

The consolidated financial statements of Secoo Holding Limited as of December 31, 2015 and 2016, and for the years then ended, have been included herein and in the registration statement in reliance upon the report of KPMG Huazhen LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

The office of KPMG Huazhen LLP is located at 8th Floor, KPMG Tower, Oriental Plaza, 1 East Chang An Avenue, Beijing, the People's Republic of China.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed a registration statement, including relevant exhibits, with the SEC on Form F-1 under the Securities Act with respect to the underlying ordinary shares represented by the ADSs to be sold in this offering. We have also filed a related registration statement on Form F-6 with the SEC to register the ADSs. This prospectus, which constitutes a part of the registration statement on Form F-1, does not contain all of the information contained in the registration statement. You should read our registration statements and their exhibits and schedules for further information with respect to us and our ADSs.

Immediately upon the effectiveness of the registration statement on Form F-1 of which this prospectus forms a part, we will become subject to periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. Accordingly, we will be required to file reports, including annual reports on Form 20-F, and other information with the SEC. All information filed with the SEC can be obtained over the internet at the SEC's website at www.sec.gov or inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of documents, upon payment of a duplicating fee, by writing to the SEC.

SECOO HOLDING LIMITED

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
Secoo Holding Limited:

We have audited the accompanying consolidated balance sheets of Secoo Holding Limited and subsidiaries as of December 31, 2015 and 2016, and the related consolidated statements of comprehensive loss, changes in deficit, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Secoo Holding Limited and subsidiaries as of December 31, 2015 and 2016, and the results of their operations and their cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

/s/ KPMG Huazhen LLP
Beijing, China
May 2, 2017

SECOO HOLDING LIMITED
CONSOLIDATED BALANCE SHEETS
(All amounts in thousands, except for share data)

	As of December 31,		
	2015	2016	
	RMB	RMB	US$ Unaudited (Note 2(e))
Assets			
Current assets			
Cash and cash equivalents	284,622	55,555	8,195
Restricted cash	284	155,792	22,981
Accounts receivable	7,518	20,992	3,096
Inventories, net	464,488	752,103	110,941
Advances to suppliers	13,219	4,108	606
Prepayments and other current assets	17,530	19,887	2,933
Total current assets	**787,661**	**1,008,437**	**148,752**
Non-current assets			
Property and equipment, net	36,011	35,196	5,192
Restricted cash	155,300	—	—
Other non-current assets	4,166	2,183	322
Total non-current assets	**195,477**	**37,379**	**5,514**
Total assets	**983,138**	**1,045,816**	**154,266**
LIABILITIES			
Current liabilities			
Short-term bank borrowings (including short-term bank borrowings of consolidated VIEs without recourse to the Company of RMB150,000 and RMB200,000 as of December 31, 2015 and 2016, respectively. Note 1)	175,974	200,000	29,502
Accounts payable (including accounts payable of consolidated VIEs without recourse to the Company of RMB279,322 and RMB254,537 as of December 31, 2015 and 2016, respectively. Note 1)	289,061	274,629	40,510
Amount due to Founder (including amount due to Founder of consolidated VIEs without recourse to the Company of RMB2,639 and RMB2,319 as of December 31, 2015 and 2016, respectively. Note 1)	2,639	2,319	342
Advances from customers (including advances from customers of consolidated VIEs without recourse to the Company of RMB35,780 and RMB40,891 as of December 31, 2015 and 2016, respectively. Note 1)	38,666	42,013	6,197
Accrued expenses and other current liabilities (including accrued expenses and other liabilities of consolidated VIEs without recourse to the Company of RMB143,308 and RMB194,266 as of December 31, 2015 and 2016, respectively. Note 1)	156,273	214,966	31,709
Deferred revenue (including deferred revenue of consolidated VIEs without recourse to the Company of RMB2,853 and RMB5,254 as of December 31, 2015 and 2016, respectively. Note 1)	2,853	5,508	812
Total current liabilities	**665,466**	**739,435**	**109,072**
Total liabilities	**665,466**	**739,435**	**109,072**
Commitments and contingencies (Note 17)			

The accompanying notes are an integral part of these consolidated financial statements.

SECOO HOLDING LIMITED
CONSOLIDATED BALANCE SHEETS (Continued)
(All amounts in thousands, except for share data)

	As of December 31,		
	2015	2016	
	RMB	RMB	US$ Unaudited (Note 2(e))
Mezzanine Equity			
Series A-1 Redeemable Convertible Preferred Shares (US$0.001 par value, 1,250,000 shares authorized, issued and outstanding as of December 31, 2015 and 2016, Redemption value of RMB110,222 and RMB180,216 as of December 31, 2015 and 2016; Liquidation value of RMB78,339 and RMB125,060 as of December 31, 2015 and 2016)	52,517	134,719	19,872
Series A-2 Redeemable Convertible Preferred Shares (US$0.001 par value, 1,428,572 shares authorized, issued and outstanding as of December 31, 2015 and 2016, Redemption value of RMB125,969 and RMB205,966 as of December 31, 2015 and 2016; Liquidation value of RMB89,534 and RMB142,923 as of December 31, 2015 and 2016)	57,904	152,097	22,436
Series B Redeemable Convertible Preferred Shares (US$0.001 par value, 2,380,952 shares authorized, issued and outstanding as of December 31, 2015 and 2016, Redemption value of RMB220,945 and RMB343,409 as of December 31, 2015 and 2016; Liquidation value of RMB214,815 and RMB323,077 as of December 31, 2015 and 2016)	155,106	293,455	43,287
Series C Redeemable Convertible Preferred Shares (US$0.001 par value, 1,571,973 shares authorized, issued and outstanding as of December 31, 2015 and 2016, Redemption value of RMB160,106 and RMB227,596 as of December 31, 2015 and 2016; Liquidation value of RMB184,392 and RMB263,065 as of December 31, 2015 and 2016)	118,535	197,987	29,205
Series D Redeemable Convertible Preferred Shares (US$0.001 par value, 3,178,652 shares authorized, issued and outstanding as of December 31, 2015 and 2016, Redemption value of RMB413,720 and RMB495,579 as of December 31, 2015 and 2016; Liquidation value of RMB496,540 and RMB655,720 as of December 31, 2015 and 2016)	306,098	438,683	64,709
Series E Redeemable Convertible Preferred Shares (US$0.001 par value, 2,925,658 shares authorized, issued and outstanding as of December 31, 2015 and 2016, Redemption value of RMB524,839 and RMB598,531 as of December 31, 2015 and 2016; Liquidation value of RMB693,237 and RMB839,363 as of December 31, 2015 and 2016)	389,779	532,511	78,550
Redeemable non-controlling interest	—	5,082	750
Total mezzanine equity	**1,079,939**	**1,754,534**	**258,809**
Deficit:			
Ordinary shares (US$0.001 par value, 37,264,193 shares authorized as of December 31, 2015 and 2016; 7,500,000 shares issued and outstanding as of December 31, 2015 and 2016)	47	47	7
Accumulated losses	(735,295)	(1,363,165)	(201,078)
Additional paid-in capital	—	—	—
Accumulated other comprehensive loss	(27,019)	(87,072)	(12,844)
Total deficit attributable to ordinary shareholders	**(762,267)**	**(1,450,190)**	**(213,915)**
Non-redeemable non-controlling interest	**—**	**2,037**	**300**
Total deficit	**(762,267)**	**(1,448,153)**	**(213,615)**
Total liabilities, mezzanine equity and deficit	**983,138**	**1,045,816**	**154,266**

The accompanying notes are an integral part of these consolidated financial statements.

SECOO HOLDING LIMITED
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(All amounts in thousands, except for share data)

	Year Ended December 31,		
	2015	2016	
	RMB	RMB	US$ Unaudited (Note 2(e))
Net revenues:			
Merchandise sales	1,724,739	2,566,872	378,634
Marketplace and other services	18,389	26,950	3,975
Total net revenues	**1,743,128**	**2,593,822**	**382,609**
Cost of revenues	(1,526,047)	(2,193,676)	(323,584)
Gross profit	**217,081**	**400,146**	**59,025**
Operating expenses:			
Fulfillment expenses	(66,546)	(82,047)	(12,103)
Marketing expenses	(243,558)	(218,759)	(32,269)
Technology and content development expenses	(40,904)	(54,262)	(8,004)
General and administrative expenses	(77,861)	(74,310)	(10,961)
Total operating expenses	**(428,869)**	**(429,378)**	**(63,337)**
Loss from operations	**(211,788)**	**(29,232)**	**(4,312)**
Other expenses:			
Interest expense, net	(2,790)	(3,923)	(579)
Foreign currency exchange losses	(7,425)	(11,418)	(1,684)
Loss before income tax	**(222,003)**	**(44,573)**	**(6,575)**
Income tax expense	—	—	—
Net loss	**(222,003)**	**(44,573)**	**(6,575)**
Loss attributable to redeemable non-controlling interest	—	(82)	(12)
Loss attributable to non-redeemable non-controlling interest	—	(38)	(6)
Net loss attributable to Secoo Holding Limited	**(222,003)**	**(44,453)**	**(6,557)**
Accretion to redeemable non-controlling interest redemption value	—	(164)	(24)
Accretion to preferred share redemption value	(213,690)	(595,742)	(87,877)
Net loss attributable to ordinary shareholders of Secoo Holding Limited	**(435,693)**	**(640,359)**	**(94,458)**
Net loss	**(222,003)**	**(44,573)**	**(6,575)**
Other comprehensive loss			
Foreign currency translation adjustment, net of nil income taxes	(29,345)	(60,138)	(8,871)
Total other comprehensive loss, net of income taxes	**(29,345)**	**(60,138)**	**(8,871)**
Comprehensive loss	**(251,348)**	**(104,711)**	**(15,446)**
Comprehensive loss attributable to redeemable non-controlling interest		(82)	(12)
Comprehensive loss attributable to non-redeemable non-controlling interest	—	(123)	(18)
Comprehensive loss attributable to ordinary shareholders of Secoo Holding Limited	**(251,348)**	**(104,506)**	**(15,416)**
Net loss per share			
—Basic and diluted	(81.22)	(89.06)	(13.14)
Weighted average number of shares outstanding used in computing net loss per share			
—Basic and diluted	5,364,536	7,189,933	7,189,933

SECOO HOLDING LIMITED
CONSOLIDATED STATEMENTS OF CHANGES IN DEFICIT
(All amounts in thousands, except for share and per share data)

	Ordinary shares		Additional paid-in capital	Accumulated losses	Accumulated other comprehensive income(loss)	Total shareholder's deficit	Non-redeemable non-controlling interest	Total deficit
	Shares	RMB	RMB	RMB	RMB	RMB	RMB	RMB
Balance as of January 1, 2015	**7,500,000**	**47**	**—**	**(300,980)**	**2,326**	**(298,607)**	**—**	**(298,607)**
Net loss for the year			—	(222,003)	—	(222,003)	—	(222,003)
Share-based compensation resulting from vesting of Founders' restricted shares			1,378	—	—	1,378	—	1,378
Redeemable Convertible Preferred Shares redemption value accretion			(1,378)	(212,312)	—	(213,690)	—	(213,690)
Foreign currency translation adjustments, net of nil tax	—	—	—	—	(29,345)	(29,345)	—	(29,345)
Balance as of December 31, 2015	**7,500,000**	**47**	**—**	**(735,295)**	**(27,019)**	**(762,267)**	**—**	**(762,267)**
Net loss for the year			—	(44,453)	—	(44,453)	(38)	(44,491)
Capital contributed by non-redeemable non-controlling interest			12,240	—	—	12,240	2,160	14,400
Share-based compensation resulting from vesting of Founders' restricted shares			249	—	—	249	—	249
Redeemable non-controlling interest redemption value accretion			—	(164)	—	(164)	—	(164)
Redeemable Convertible Preferred Shares redemption value accretion			(12,489)	(583,253)	—	(595,742)	—	(595,742)
Foreign currency translation adjustments, net of nil tax			—	—	(60,053)	(60,053)	(85)	(60,138)
Balance as of December 31, 2016	**7,500,000**	**47**	**—**	**(1,363,165)**	**(87,072)**	**(1,450,190)**	**2,037**	**(1,448,153)**
US$ Unaudited (Note 2(e))	**7,500,000**	**7**	**—**	**(201,078)**	**(12,844)**	**(213,915)**	**300**	**(213,615)**

SECOO HOLDING LIMITED
CONSOLIDATED STATEMENTS OF CASH FLOWS
(All amounts in thousands, except for share and per share data)

	Year Ended December 31,		
	2015	2016	
	RMB	RMB	US$ Unaudited (Note 2(e))
Cash flows from operating activities:			
Net loss	(222,003)	(44,573)	(6,575)
Adjustments to reconcile net loss to net cash used in operating activities			
Share-based compensation	1,378	249	37
Inventory write-down	1,753	3,584	529
Depreciation expenses	11,068	13,388	1,975
Loss on disposal of property and equipment	2,510	1,204	178
Foreign currency exchange loss	10,374	11,330	1,671
Changes in operating assets and liabilities:			
Accounts receivable	2,259	(13,474)	(1,988)
Inventories	(180,657)	(277,139)	(40,880)
Advance to suppliers	7,060	11,039	1,628
Amount due from Founders	3,421	—	—
Prepayments and other assets	3,206	(7,409)	(1,093)
Accounts payable	199,663	(15,857)	(2,339)
Advance from customers	(13,706)	3,421	505
Accrued expenses and other current liabilities	49,749	60,914	8,985
Deferred revenue	(2,834)	2,655	392
Net cash used in operating activities	**(126,759)**	**(250,668)**	**(36,975)**
Cash flows from investing activities:			
Purchase of property and equipment	(15,386)	(11,666)	(1,721)
Net cash used in investing activities	**(15,386)**	**(11,666)**	**(1,721)**
Cash flows from financing activities:			
Issuance of Series E Redeemable Convertible Preferred Shares, net of cash issuance costs paid of RMB4,130	338,750	—	—
Capital contribution from non-redeemable non-controlling interest	—	14,400	2,124
Capital contribution from redeemable non-controlling interest	—	5,000	738
Restricted cash served as collateral for short-term loan	(62,184)	—	—
Borrowing from Founder	18,000	—	—
Repayment to Founder	(15,361)	(321)	(47)
Proceeds from short-term bank loans	175,974	50,000	7,375
Repayment of short-term bank loans	(90,000)	(25,974)	(3,831)
Cash received from other borrowings	—	5,285	780
Repayment for other borrowings	—	(4,121)	(608)
Net cash provided by financing activities	**365,179**	**44,269**	**6,531**
Net increase (decrease) in cash and cash equivalents	**223,034**	**(218,065)**	**(32,165)**
Cash and cash equivalents at the beginning of the year	**71,783**	**284,622**	**41,984**
Effect of exchange rate changes on cash and cash equivalents	**(10,195)**	**(11,002)**	**(1,624)**
Cash and cash equivalents at the end of the year	**284,622**	**55,555**	**8,195**
Supplemental information			
Interest paid	2,284	3,136	463
Income tax paid	—	—	—
Accrual for purchase of property and equipment	—	2,121	313

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, except for share and per share data)

1. Organization and principal activities

Secoo Holding Limited ("Secoo" or the "Company") was incorporated in the Cayman Islands on January 4, 2011. Secoo, through its consolidated subsidiaries, variable interest entities and variable interest entities' subsidiaries (collectively referred to as the "Group") is primarily engaged in the sale of upscale brand products including handbags, watches, jewelry and other premium lifestyle products through its own internet platforms and offline experience centers. Secoo also offers its website as a marketplace to third party merchants to facilitate their sales of upscale products and services. The Group's principal operations and geographic markets are mainly in the People's Republic of China ("PRC").

The accompanying consolidated financial statements include the financial statements of the Company, its subsidiaries, variable interest entities and variable interest entities' subsidiaries.

Variable interest entities

The Group operates its website in the PRC through Beijing Secoo Trading Ltd. ("Beijing Secoo"), a limited liability company established under the laws of the PRC on April 30, 2009, and Beijing Wo Mai Wo Pai Auction Co., Ltd ("Beijing Auction"), a limited liability company established under the laws of the PRC on September 15, 2014. Beijing Secoo holds the necessary PRC operating licenses for the online business, and Beijing Auction holds the necessary PRC operating license for the auction business. The equity interests of Beijing Secoo and Beijing Auction (collectively referred to as the "VIEs") are legally held by individuals who act as nominee equity holders of the VIEs on behalf of Kutianxia (Beijing) Information Technology Ltd. ("Kutianxia"). Beijing Secoo entered into a series of contractual agreements with Kutianxia and its legal shareholders, including Powers of Attorney, an Exclusive Business Cooperation Agreement, Equity Pledge Agreements, Exclusive Option to Purchase Agreements, and an Exclusive Option to Purchase Intellectual Properties Agreement (collectively, the "Beijing Secoo VIE Agreements"). Beijing Auction entered into a series of contractual agreements with Kutianxia and its legal shareholders, including Powers of Attorney, an Exclusive Business Cooperation Agreement, Equity Pledge Agreements, Exclusive Option to Purchase Agreements and Loan Agreements (collectively, the "Bejing Auction VIE Agreements", and together with the Beijing Secoo VIE Agreements, the "VIE Agreements").

Pursuant to the VIE Agreements, the Group, through Kutianxia, is able to exercise effective control over, bears the risks of, enjoys substantially all of the economic benefits of VIEs, and has an exclusive option to purchase all or part of the equity interests in VIEs when and to the extent permitted by PRC law at the minimum price possible. The Company's management concluded that Beijing Secoo and Beijing Auction are variable interest entities of the Group and Kutianxia is the primary beneficiary of Beijing Secoo and Beijing Auction. As such, the financial statements of the VIEs are included in the consolidated financial statements of the Company.

The principal terms of the agreements entered into among the VIEs, their nominee equity holders and Kutianxia, the primary beneficiary, are further described below.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

1. Organization and principal activities (Continued)

§ *Powers of Attorney*

Kutianxia and each of the shareholders of Beijing Secoo entered into a Powers of Attorney. Pursuant to the Powers of Attorney, the shareholders of Beijing Secoo irrevocably appointed Kutianxia as their attorney-in-fact to exercise all shareholder rights, including, but not limited to, participation in the shareholders' meeting, appointing or removing directors, executive officers and senior management, disposing of all or part of the shareholder's equity interests in Beijing Secoo, casting shareholder's vote on matters requiring shareholders' approval and doing all other acts in the capacity of shareholder as permitted by Beijing Secoo's Memorandum and Articles of Association. In addition, Kutianxia has a right to assign its rights and benefits under the Powers of Attorney to any other parties without an advance notice to the shareholders of Beijing Secoo. The Powers of Attorney shall continue in force and be irrevocable as long as the shareholders of Beijing Secoo remain as the registered legal shareholders of Beijing Secoo.

The Powers of Attorney between Kutianxia and the shareholders of Beijing Auction contains the same terms as those described above. The Powers of Attorney will be in effect for as long as the shareholders of Beijing Auction hold any equity interests in Beijing Auction.

§ *Exclusive Business Cooperation Agreement*

Kutianxia and Beijing Secoo entered into an Exclusive Business Cooperation Agreement, whereby Kutianxia is appointed as the exclusive service provider for the provision of business support, technology and consulting services to Beijing Secoo. Unless a written consent is given by Kutianxia, Beijing Secoo is not allowed to engage a third party to provide such services, while Kutianxia is able to designate another party to render such services to Beijing Secoo. Beijing Secoo shall pay Kutianxia on a quarterly basis a service fee, which shall be an amount that is determined by Kutianxia based on the amount of services provided, and the market value for those services, and Kutianxia has the sole discretion to adjust the basis of calculation of the service fee amount according to service provided to Beijing Secoo. Kutianxia owns the exclusive intellectual property rights, whether created by Kutianxia or Beijing Secoo, as a result of the performance of the Exclusive Business Cooperation Agreement. The Exclusive Business Cooperation Agreement has an initial term of ten years and can be indefinitely extended at the sole discretion of Kutianxia. Beijing Secoo is not permitted to terminate the agreement except if Kutianxia commits gross negligence or fraud.

The Exclusive Business Cooperation Agreement between Kutianxia and Beijing Auction contains the same terms as those described above, except that Beijing Auction shall pay Kutianxia a monthly service fee determined at the sole discretion of Kutianxia on the basis of the scope and complexity of the work, the experience of staff personnel and their time spent and the market price of such work. The Exclusive Business Cooperation Agreement will be in effect for an unlimited term, unless terminated in writing by Kutianxia, or the Exclusive Business Cooperation Agreement shall be terminated as of the expiration date of the business term of either Kutianxia or Beijing Auction if the renewal of the business term of the respective companies is not approved by the relevant government authorities. Beijing Auction is not permitted to terminate the Exclusive Business Cooperation Agreement.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

1. Organization and principal activities (Continued)

§ *Equity Pledge Agreement*

An Equity Pledge Agreement was entered into by and among Kutianxia, Beijing Secoo and the shareholders of Beijing Secoo. To guarantee payment from Beijing Secoo for services rendered pursuant to the Exclusive Business Cooperation Agreement, the shareholders of Beijing Secoo pledged their respective shares in Beijing Secoo under the Equity Pledge Agreement to Kutianxia as collateral for Beijing Secoo's service fee payment. In the event Beijing Secoo fails to pay Kutianxia its service fee, Kutianxia will have the right to sell the pledged shares and apply the proceeds received to pay any outstanding service fees due by Beijing Secoo to Kutianxia. The shareholders of Beijing Secoo agree that, during the term of the Equity Pledge Agreement, they will not dispose of the pledged shares or create or allow any encumbrance on the pledged shares, and they also agree that Kutianxia's rights relating to the equity pledges shall not be prejudiced by any legal actions of the shareholders of Beijing Secoo, their successors or their designees. The equity pledges have been registered with the relevant registration authority and became effective and enforceable since registration. During the term of the Equity Pledge Agreement, Kutianxia is entitled to receive dividends attributable to the pledged Beijing Secoo shares. The Equity Pledge Agreement has a term of ten years which shall be automatically extended corresponding to the extension of the Exclusive Business Cooperation Agreement. The Equity Pledge Agreement shall be terminated as and when the Exclusive Business Cooperation Agreement terminates.

Pursuant to the Equity Pledge Agreement entered into among Kutianxia, Beijing Auction, and the nominee shareholders, the shareholders of Beijing Auction pledge all of their equity interests in Beijing Auction to guarantee their and Beijng Auction's performance of their obligations under the contractual arrangements including, but not limited to, the Exclusive Business Cooperation Agreement, Exclusive Option to Purchase Agreement, Loan Agreement and Powers of Attorney. If Beijing Auction or its shareholders breach their contractual obligations under these agreements, Kutianxia, as pledgee, will have the right to dispose of the pledged equity interests of Beijing Auction. The shareholders of Beijng Auction agree that, during the term of the Equity Pledge Agreement, they will not dispose of the pledged equity interests or create or allow any encumbrance on the pledged equity interests without the prior written consent of Kutianxia, and they also agree that Kutianxia's rights relating to the pledged equity interests shall not be prejudiced by the legal actions of the shareholders, their successors or their designees. The shareholders of Beijing Auction shall subscribe for additional equity in Beijing Auction only upon the written consent of Kutianxia and the additional equity shall thereon deemed to be pledged equity interests subject to the terms of the Equity Pledge Agreement. During the term of the Equity Pledge Agreement, Kutianxia has the right to receive all of the dividends and profits distributed on the pledged equity interests.

In the event of liquidation of Beijing Auction, any distribution from the liquidation proceeds of Beijing Auction received by the shareholders of Beijing Auction shall be deposited into an account designated by Kutianxia and subject to the supervision of Kutianxia or the funds in the account shall be unconditionally transferred to Kutianxia to the extent permitted by PRC law. The Equity Pledge Agreement became effective and enforceable on the date when the pledge of equity interests were registered with the relevant office of the Administration for Industry and Commerce in accordance with the PRC Property Rights Law and remain effective until Beijing Auction and its shareholders discharge all their obligations under the Equity Pledge Agreement. Kutianxia has a right to terminate the Agreement if Beijing Auction or its shareholders have any material breach of the terms of the Agreement, and may assign its rights and

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

1. Organization and principal activities (Continued)

obligations under the Beijing Auction Agreements to any designated parties. Beijing Auction, and its shareholders shall not have any right to terminate the Agreement.

§ *Exclusive Option to Purchase Agreement*

Each of the shareholders of Beijing Secoo entered into an Exclusive Option to Purchase Agreement with Kutianxia and Beijing Secoo, pursuant to which the shareholders of Beijing Secoo granted Kutianxia or its designated person an irrevocable and exclusive option to purchase, at its discretion and to the extent permitted under the PRC law, all or part of the shareholders' equity interests in Beijing Secoo at the minimum price that the PRC law permits at the time unless a valuation of the shares is required by the PRC law. Beijing Secoo and its shareholders agree that without the prior written consent of Kutianxia, they will not undertake any acts which may adversely affect the interests and rights of Kutianxia in Beijing Secoo. The shareholders of Beijing Secoo commit that without the prior written consent of Kutianxia, they will not sell, pledge or dispose of their equity interests in Beijing Secoo to any other parties. Beijing Secoo commits that without the prior written consent of Kutianxia, it will not increase or decrease its registered capital, amend its Articles of Association, sell, pledge, dispose of or permit a lien to be created on its assets, commit to any debts or liabilities not arising in the ordinary course of business, grant any loans or credit to any person, enter into any material contracts not in the ordinary course of business, enter into any investments, business acquisitions or combinations, dissolving Beijing Secoo, or distribute dividends to the shareholders. Beijing Secoo and its shareholders shall appoint those individuals recommended by Kutianxia as directors of the company. Beijing Secoo shall provide operating and financial information to Kutianxia at the request of Kutianxia and ensure the continuance of the business. The Exclusive Option to Purchase Agreement has an initial term of ten years and can be extended indefinitely at the discretion of Kutianxia.

The Exclusive Option to Purchase Agreement entered into among Kutianxia, Beijing Auction and its nominee shareholders contains the same terms as those described above, except that the purchase price for the equity interests shall equal the amount that the shareholders contributed to Beijing Auction as its registered capital or a pro-rata amount if only portion of the equity interests is purchased, or the minimum price permitted by applicable PRC law, whichever is higher. The Exclusive Option to Purchase Agreement will remain effective until all equity interests in Beijing Auction held by its shareholders are transferred or assigned to Kutianxia or its designees. The shareholders of Beijing Auction shall not have any right to terminate the Exclusive Option to Purchase Agreement.

§ *Exclusive Option to Purchase Intellectual Properties Agreement*

Kutianxia and Beijing Secoo entered into an Exclusive Option to Purchase Intellectual Properties Agreement, pursuant to which Beijing Secoo granted to Kutianxia or its designees an exclusive and irrevocable right to purchase, to the extent permitted by the PRC law, a list of specified intellectual properties at any time Kutianxia would desire. The intellectual properties comprise domain names, copyright of the design or content of the websites, trademarks owned by Beijing Secoo and all intellectual properties purchased or developed by Beijing Secoo during the term of the Exclusive Option to Purchase Intellectual Properties Agreement, including but not limited to trademarks, trademark applications, patents, patent applications, software copyright, domain names, websites and technology knowhow. The

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

1. Organization and principal activities (Continued)

Exclusive Option to Purchase Intellectual Properties Agreement has a term of ten years and is renewable at the option of Kutianxia for another ten years.

§ *Loan Agreements*

Loan Agreements were entered into between Kutianxia and each of the shareholders of Beijing Auction. Under these Loan Agreements, Kutianxia made interest-free loans in an aggregate amount of RMB1 million to the shareholders of Beijing Auction exclusively for the purpose of the initial capitalization and the subsequent financial needs of Beijing Auction. The loans shall be repaid in full if the shareholders of Beijing Auction cease to be employees of Kutianxia, Beijing Auction or their affiliates; and can only be repaid with the proceeds derived from the sale of all of the equity interests in Beijing Auction to Kutianxia or its designated representatives pursuant to the Exclusive Option to Purchase Agreements. The term of the loans is ten years from the date of the Loan Agreements and may be extended upon mutual written consent of Kutianxia and the shareholders of Beijing Auction.

The revenue producing assets that are held by the VIEs primarily comprise of network equipment, purchased software and the website. Substantially all of such assets are recognized in the Company's consolidated financial statements, except for certain internally developed software, which were not recorded on the Company's consolidated balance sheets as they do not meet all the capitalization criteria. The VIEs also have assembled work force for sales, marketing and operations.

Risks in relation to the VIE structure

In the opinion of the Company's management, the contractual arrangements have resulted in Kutianxia having the power to direct activities that most significantly impact the VIEs and the VIEs' subsidiaries, including appointing key management, setting up operating policies, exerting financial controls and transferring profit or assets out of the VIEs and the VIEs' subsidiaries at its discretion. Kutianxia considers that it has the right to receive all the benefits and assets of the VIEs and the VIEs' subsidiaries. As the VIEs and the VIEs' subsidiaries were established as limited liability companies under the PRC law, their creditors do not have recourse to the general credit of Kutianxia for the liabilities of the VIEs and VIEs' subsidiaries, and Kutianxia does not have the obligation to assume the liabilities of the VIEs and VIEs' subsidiaries.

The Group has determined that the VIE agreements are in compliance with PRC laws and are legally enforceable. However, uncertainties in the PRC legal system could limit the Group's ability to enforce the VIE Agreements; and if the shareholders of the VIEs were to reduce their interest in the Group, their interests may diverge from that of the Group and that may potentially increase the risk that they would seek to act contrary to the contractual terms.

The Group's ability to control the VIEs and the VIEs' subsidiaries also depends on the rights provided to Kutianxia under the Powers of Attorney to vote on all matters requiring shareholders' approval in the respective VIEs. As noted above, the Group believes these Powers of Attorney are legally enforceable but yet they may not be as effective as direct equity ownership. In addition, if the corporate structure of the Group or the contractual arrangements between Kutianxia, the VIEs and their respective shareholders were found to be in violation of any existing PRC laws and regulations, the relevant PRC regulatory authorities could:

§ revoke the Group's business and operating licenses;

§ require the Group to discontinue or restrict its operations;

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

1. Organization and principal activities (Continued)

- restrict the Group's right to collect revenues;
- block the Group's websites;
- require the Group to restructure the operations, re-apply for the necessary licenses or relocate its businesses, staff and assets;
- impose additional conditions or requirements with which the Group may not be able to comply; or
- take other regulatory or enforcement actions against the Group that could be harmful to the Group's business.

The imposition of any of the above restrictions or actions may result in a material and adverse effect on the Group's ability to conduct its business. In addition, if the imposition of any of these restrictions causes the Group to lose the right to direct the activities of the VIEs and the VIEs' subsidiaries or the right to receive their economic benefits, the Group would no longer be able to consolidate the VIEs and the VIEs' subsidiaries. The Group believes the likelihood to lose the Group's current ownership structure or the contractual arrangements with the VIEs and the VIEs' subsidiaries is remote based on the current facts and circumstances.

There is no VIE in which the Group has a variable interest but is not the primary beneficiary. Currently there is no contractual arrangement that could require the Group to provide additional financial support to the VIEs.

The following consolidated assets and liabilities information of the Group's VIEs and VIEs' subsidiaries as of December 31, 2015 and 2016, and consolidated operating results and cash flows information for the years

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

1. Organization and principal activities (Continued)

ended December 31, 2015 and 2016, have been included in the accompanying consolidated financial statements:

	As of December 31,	
	2015	2016
	RMB	RMB
Cash and cash equivalents	96,042	46,398
Restricted cash	—	200
Accounts receivable	7,262	20,462
Inventories, net	446,523	735,223
Advances to suppliers	3,564	2,050
Prepayments and other current assets	15,340	16,352
Total current assets	**568,731**	**820,685**
Property and equipment, net	30,489	24,940
Other non-current assets	1,510	1,320
Total assets	**600,730**	**846,945**
Short-term bank borrowings	150,000	200,000
Accounts payable	279,322	254,537
Amount due to related parties*	258,752	426,762
Amount due to Founder	2,639	2,319
Advances from customers	35,780	40,891
Accrued expenses and other current liabilities	143,308	194,266
Deferred revenue	2,853	5,254
Total current liabilities	**872,654**	**1,124,029**
Total liabilities	**872,654**	**1,124,029**

* Amounts due to related parties represent the amounts due to Secoo Holding Limited and its subsidiaries, which are eliminated upon consolidation.

	Year Ended December 31,	
	2015	2016
	RMB	RMB
Total net revenues	1,589,400	2,378,837
Net loss	(160,836)	(10,160)
Net cash provided by (used in) operating activities	2,772	(98,799)
Net cash used in investing activities	(9,754)	(5,845)
Net cash provided by financing activities	58,790	55,000
Net increase (decrease) in cash and cash equivalents	51,808	(49,644)
Cash and cash equivalents at the beginning of the year	44,234	96,042
Cash and cash equivalents at the end of the year	96,042	46,398

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies

(a) Basis of presentation

The consolidated financial statements of the Group have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

The accompanying consolidated financial statements contemplate the realization of assets and the satisfaction of liabilities in the normal course of business. The realization of assets and the satisfaction of liabilities in the normal course of business are dependent on, among other things, the Group's ability to operate profitably, to generate cash flows from operations, and its ability to attract investors and to borrow funds on reasonable economic terms.

Historically, the Group has relied principally on both operational sources of cash and non-operational sources of equity and debt financing to fund its operations and business development. In addition, the Group can adjust the pace of its operation expansion and control the operating expenses of the Group. Therefore, the Group's consolidated financial statements have been prepared on a going concern basis.

(b) Principles of Consolidation

The consolidated financial statements of the Group have been prepared in accordance with U.S. GAAP. The consolidated financial statements include the financial statements of the Company, its subsidiaries, the VIEs for which the Company or its subsidiary is the primary beneficiary and the VIEs' subsidiaries.

Subsidiaries are those entities in which the Company, directly or indirectly, controls more than one half of the voting power or has the power to govern the financial and operating policies, to appoint or remove the majority of the members of the board of directors, or to cast a majority of votes at the meeting of directors. A VIE is an entity in which the Company, or its subsidiary, through contractual arrangements, exercises effective control over the activities that most impact the economic performance, bears the risks of, and enjoys the rewards normally associated with ownership of the entity, and therefore the Company or its subsidiary is the primary beneficiary of the entity.

All intercompany transactions and balances among the Company, its subsidiaries, the VIEs and the VIEs' subsidiaries have been eliminated upon consolidation.

(c) Use of Estimates

The preparation of the consolidated financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, related disclosures of contingent assets and liabilities at the balance sheet date, and the reported revenues and expenses during the reported period in the consolidated financial statements and accompanying notes. Significant accounting estimates include, but not limited to, sales returns, customer incentives, inventory write-downs for excess and obsolete inventories, realization of deferred income tax assets, share-based compensation and redemption value of the redeemable preferred shares. Actual results may differ materially from those estimates.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

(d) Foreign Currency

The Group's reporting currency is Renminbi ("RMB"). The functional currency of the Company and the Group's entities incorporated in the British Virgin Islands ("BVI"), United States of America and Hong Kong ("HK") is the United States dollars ("US$"). The functional currency of the Group's entity incorporated in Italy and Malaysia is the Euro dollars and the Ringgit Malaysia, respectively. The functional currency of the Group's PRC subsidiaries, VIEs and VIEs' subsidiaries is the RMB.

Transactions denominated in currencies other than the functional currency are remeasured into the functional currency at the exchange rates prevailing at the dates of the transactions. Monetary assets and liabilities denominated in a foreign currency are remeasured into the functional currency using the applicable exchange rate at the balance sheet date. The resulting exchange differences are recorded as foreign currency exchange losses in the consolidated statements of comprehensive loss. Total exchange differences were a loss of RMB7,425 and RMB11,418 for the years ended December 31, 2015 and 2016, respectively.

The financial statements of the non PRC Group's entities are translated from the functional currency into RMB. Assets and liabilities are translated into RMB using the applicable exchange rates at the balance sheet date. Equity accounts other than earnings generated in the current period are translated into RMB using the appropriate historical rates. Revenues, expenses, gains and losses are translated into RMB using the average exchange rates for the relevant period. The resulting foreign currency translation adjustments are recorded as a component of other comprehensive income or loss in the Consolidated Statements of Comprehensive Loss, and the accumulated foreign currency translation adjustments are recorded as a component of accumulated other comprehensive income or loss in the Consolidated Statements of Changes in Deficit. Total foreign currency translation differences were a loss of RMB29,345 and RMB60,138 for the years ended December 31, 2015 and 2016, respectively.

(e) Convenience Translation

Translations of balances in the Consolidated Balance Sheets, Consolidated Statements of Comprehensive Loss, Consolidated Statements of Changes in Deficit and Consolidated Statements of Cash Flows from RMB into US$ as of and for the year ended December 31, 2016 are solely for the convenience of the readers and were calculated at the rate of US$1.00=RMB6.7793, representing the noon buying rate in The City of New York for cable transfers of RMB as certified for customs purposes by the Federal Reserve Bank of New York on June 30, 2017. No representation is made that the RMB amounts could have been, or could be, converted, realized or settled into US$ at that rate on June 30, 2017, or at any other rate. The US$ convenience translation is not required under U.S. GAAP and all US$ convenience translation amounts in the accompanying consolidated financial statements are unaudited.

(f) Commitments and Contingencies

In the normal course of business, the Group is subject to loss contingencies, such as legal proceedings and claims arising out of its business, that cover a wide range of matters, including, among others, government investigations, shareholder lawsuits, and non-income tax matters. An accrual for a loss contingency is recognized when it is probable that a liability has been incurred and the amount of loss can be reasonably

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

estimated. If a potential material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, is disclosed.

(g) Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, cash at bank and time deposits, which have original maturities of three months or less and are readily convertible to known amounts of cash.

(h) Restricted cash

Restricted cash is an amount of cash deposited with a bank in conjunction with a borrowing from the bank. Restriction on the use of such cash and the interest earned thereon is imposed by the bank and remains effective throughout the term of the bank borrowing. The cash restricted for use longer than one year is classified as non-current assets in the consolidated balance sheets.

(i) Accounts Receivable

Accounts receivable mainly represent amounts due from online payment channels, delivery companies and installment payment by end customers with payment period within one year. Accounts receivables are recorded net of an allowance for doubtful accounts, if any. The Group considers many factors in assessing the collectability of its accounts receivable, such as the age of the amounts due, the payment history, credit-worthiness and the financial condition of the debtor. An allowance for doubtful accounts is recorded in the period in which a loss is determined to be probable. The Group also makes a specific allowance if there is strong evidence indicating that an accounts receivable is likely to be unrecoverable. Accounts receivable are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its customers. No allowance for accounts receivable was provided as of December 31, 2015 and 2016 as the Company believes that it is probable the accounts receivable will be fully collected. Approximately 4% of the Company's accounts receivable represent output VAT amounts, which are excluded from the Company's merchandise sales revenues.

(j) Inventories, net

Inventories, consisting of products available for sale, are stated at the lower of cost or net realizable value. The cost of inventory is determined using the identified cost of the specific item. The Group takes ownership, risks and rewards of the products purchased. Inventory is written down for damaged goods and slow-moving merchandise, which is dependent upon factors such as historical and forecasted consumer demand, and the sales promotion. When appropriate, write downs to inventory are recorded to write down the cost of inventories to their net realizable value. Write downs are recorded in cost of revenues in the Consolidated Statements of Comprehensive Loss.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

(k) Property and Equipment, net

Property and equipment are stated at cost less accumulated depreciation and impairment. Property and equipment are depreciated at rates sufficient to write off their costs less impairment and residual value (estimated at 5% of cost) over their estimated useful lives on a straight-line basis. Leasehold improvements are depreciated on a straight-line basis over the period of the lease or their estimated useful lives, if shorter. The estimated useful lives are as follows:

Category	Estimated useful lives
Electronic equipment	3 - 5 years
Transportation equipment	4 years
Office equipment	3 - 5 years
Leasehold improvement	Shorter of 5 years or lease term

Expenditures for repairs and maintenance are expensed as incurred, whereas the costs of renewals and betterment that extends the useful lives of property and equipment are capitalized as additions to the related assets. Retirements, sales and disposals of assets are recorded by removing the costs, accumulated depreciation and impairment with any resulting gain or loss recognized in the Consolidated Statements of Comprehensive Loss.

(l) Impairment of Long-lived Assets

Long-lived assets are evaluated for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be fully recoverable or that the useful life is shorter than the Group had originally estimated. When these events occur, the Group evaluates the impairment for the long-lived assets by comparing the carrying value of the assets to an estimate of future undiscounted cash flows expected to be generated from the use of the assets and their eventual disposition. If the sum of the expected future undiscounted cash flows is less than the carrying value of the assets, the Group recognizes an impairment loss based on the excess of the carrying value of the assets over the fair value of the assets. No impairment of long-lived assets was recognized for the years ended December 31, 2015 and 2016.

(m) Value added taxes

The Company's PRC subsidiaries are subject to value added tax ("VAT"). Revenue from sales of second-hand merchandise purchased from individual vendors is subject to VAT at the concession rate of 2% or 3% depending on the sales term. Revenue from sales of brand new merchandise purchased from entities is generally subject to VAT at the rate of 17%. Service revenue is subject to VAT at the rate of 6%. The VAT balance is recorded in Accrued Expenses and Other Current Liabilities in the consolidated balance sheets.

(n) Fair Value

Fair value represents the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

Accounting guidance defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. Accounting guidance establishes a three-level fair value hierarchy and requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The three levels of inputs are:

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

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

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

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

Financial assets and liabilities of the Group primarily consist of cash and cash equivalents, restricted cash, accounts receivable, advances to suppliers, prepayments and other current assets, short-term bank borrowings, accounts payable, amount due to Founder, advance from customers, accrued expenses and other current liabilities. As of December 31, 2015 and 2016. The carrying values of these financial instruments approximated to their fair values due to the short-term maturity of these instruments.

(o) Revenue

Revenues are generated primarily from merchandise sales, marketplace services and other services.

Revenues are recognized when the following four criteria are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the selling price is fixed or determinable; and (4) collectability is reasonably assured.

Sales allowances for returns, which reduce revenues, are estimated based on historical experience. Revenues are recorded net of value-added taxes, business taxes and surcharges.

In accordance with ASC 605-45, *Revenue Recognition: Principal Agent Considerations*, the Group considers several factors in determining whether it acts as the principal or as an agent in the arrangement of merchandise sales and provision of various related services and thus whether it is appropriate to record the revenue and the related cost of sales on a gross basis or record the net amount earned as service fees.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

Merchandise Sales

The Group generates revenues mainly from merchandise sales when the Group acts as principal for the sales of brand products to end customers online through its own internet platforms and offline at the offline experience centers. Online sales include sales through the Company's online shopping mall, flash sales, auction and overseas sales.

The Group is considered as a principal for the following reasons: (1) The Group is the primary obligor and is responsible for the acceptability of the products and the fulfillment of the delivery services; (2) The Group is responsible to compensate end customers if the products are counterfeit or defective goods; (3) The Group is also responsible for the loyalty program benefits offered in conjunction with the merchandise sales to the buyers; (4) The Group has latitude in establishing selling prices and selecting suppliers; (5) The Group assumes credit risks on receivables; and (6) The Group has legal ownership of the inventory and has significant inventory risks even for those inventory with payment deferred until the following month after the inventory is sold as it has physical loss risk after acceptance of all the goods purchased from suppliers. Accordingly, the Group considers itself as the principal in the arrangement with the end customers and records revenue earned from merchandise sales on a gross basis.

With respect to proceeds from merchandise sales, before determining the timing of revenue recognition, the Group allocates proceeds from merchandise sales among sales of the products and customer loyalty program benefits based on vendor specific objective evidence of the deliverables applying the guidance in ASC 605-25, *Revenue Recognition — Multiple-Element Arrangements*. Proceeds allocated to sales of goods are recognized as merchandise sales upon acceptance of delivery of products by buyers. Proceeds allocated to customer loyalty program benefits are recorded as deferred revenues.

The Group collects cash from end customers before or upon deliveries of products mainly through banks, third party online payment platforms or delivery companies. Cash collected from end customers before product delivery is recognized as advances from customers.

Marketplace and other services

Service revenues include marketplace service revenue and other services revenue through the internet platform. Marketplace service revenue refers to the commission fee earned by the Group when the Group acts as an agent for sales of vendors' goods and lifestyle services.

In addition, the other services revenue primarily consists of 1) service fees from the provision of repair and maintenance services to products such as handbags and watches and 2) advertising service revenue.

With respect to the marketplace service revenue, the Group does not have general inventory risk or latitude in establishing prices. Accordingly, the Group records the net amount as marketplace service fees earned.

The Group recognizes other service revenue when the services are rendered. The Group recognizes marketplace service revenue at the time that the Group has provided the service and is entitled to payment.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

(p) Customer Loyalty Program

Customers earn loyalty program points from qualified purchases from the Group. The loyalty program points may be redeemed and applied for payment for future purchases from the Group. The loyalty program points have no expiry date, and there is no condition stipulated for application of the loyalty program points. Loyalty program points are considered a separate deliverable in a merchandise sales arrangement. A portion of the sales price is allocated to this revenue generating unit using vendor-specific objective evidence, and such amount is accounted for as deferred revenue in the Consolidated Balance Sheets. Deferred revenue is recognized as merchandise revenue at the time the customer redeems the loyalty program points in a future purchase, or when the Group is legally released from its obligation.

The Group gives out coupons in promotion events or at the time a customer signs up as a registered member. Customers may enjoy certain discount or price reduction on a future purchase from the Group upon satisfying the conditions stipulated in such coupons. The coupons given out are not related to any transaction that has generated revenue. Accordingly, the Group does not attribute any value to these types of coupons. In the event the customer applies the coupon in a purchase, a reduced price will be recorded as sales revenue.

(q) Cost of Revenues

Cost of revenues consists of cost of merchandise sold and inventory write-down, repair and maintenance staff payroll and related equipment depreciation. Payment processing, packaging material and product delivery costs are classified as fulfillment expenses in the Consolidated Statements of Comprehensive Loss.

(r) Fulfillment Expenses

Fulfillment expenses represent packaging material costs and those costs incurred in shipping and operating and staffing the Group's fulfillment and customer service centers, including costs attributable to receiving, inspecting, and warehousing inventories; picking, packaging, and preparing customer orders for shipment; collecting payments from customers and responding to inquiries from customers. Fulfillment expenses also include amounts payable to third parties that assist the Group in payment collections and product deliveries. Shipping costs included in fulfillment expenses were RMB25,830 and RMB28,206 for the years ended December 31, 2015 and 2016.

(s) Marketing Expenses

Marketing expenses mainly consist of advertising costs, promotion expenses, payroll and related expenses for personnel engaged in marketing activities. Advertising costs, which consist primarily of online and offline advertisements, are expensed when the services are received. The advertising expenses were RMB149,545 and RMB113,663 for the years ended December 31, 2015 and 2016.

(t) Technology and Content Development Expenses

Technology and content development expenses mainly consist of technology infrastructure expenses and payroll and related costs for employees involved in application development, category expansion, editorial content production and system support, as well as costs associated with computation, storage and

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

telecommunication infrastructures. Technology and content development expenses which include software development costs are expensed as incurred, as the costs qualifying for capitalization have been immaterial.

(u) General and Administrative Expenses

General and administrative expenses mainly consist of payroll and related costs for employees involved in general corporate functions, including accounting, finance, tax, legal and human resources, professional fees and other general corporate expenses as well as costs associated with the use by these functions of facilities and equipment, such as depreciation and rental expenses.

(v) Share-based Compensation

The Company periodically grants share-based awards, including but not limited to, restricted shares and share options to eligible employees and directors. The shares held by Founder Mr. Richard Rixue Li who is also the Chief Executive Officer and a director of the Company, and Founder Ms. Zhaohui Huang who is a director of the Company became restricted and subject to service conditions in conjunction with the issuance of preferred shares.

Share-based awards granted to the Founders in the form of restricted shares are measured at the grant date fair value of the awards, and are recognized as compensation expense using the straight line method, net of estimated forfeitures, over the requisite service period, which is generally the vesting period. Forfeitures are estimated at the time of grant and revised in the subsequent periods if actual forfeitures differ from those estimates.

The Founders also transferred 198,413 ordinary shares to a consultant who provided services to the Company to facilitate the completion of Series B Redeemable Convertible Preferred Shares issuance, which were cliff vested in full on the transfer date and the compensation cost attributable to these shares was measured at fair value and recognized immediately as the preferred share issuance cost and net against convertible preferred shares balance.

Share-based awards granted to the employees in the form of share options are subject to service and performance conditions. They are measured at the grant date fair value of the awards, and are recognized as compensation expense using the graded vesting method, net of estimated forfeitures, if and when the Company considers that it is probable that the performance condition will be achieved.

A change in any of the terms or conditions of share-based awards is accounted for as a modification of the awards. The Group calculates incremental compensation cost of a modification as the excess of the fair value of the modified awards over the fair value of the original awards immediately before its terms are modified at the modification date. For vested awards, the Group recognizes incremental compensation cost in the period the modification occurs. For awards not being fully vested, the Group recognizes the sum of the incremental compensation cost and the remaining unrecognized compensation cost for the original awards over the remaining requisite service period after modification.

Share-based compensation in relation to the restricted shares is measured based on the fair market value of the Company's ordinary shares at the grant date of the award, which is estimated using the income approach and equity allocation method. Estimation of the fair market value of the Company's ordinary

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

shares involves significant assumptions that might not be observable in the market, and a number of complex and subjective variables, including the expected share price volatility (approximated by the volatility of comparable companies), discount rate, risk-free interest rate and subjective judgments regarding the Company's projected financial and operating results, its unique business risks, the liquidity of its ordinary shares and its operating history and prospects at the time the grants are made. Share-based compensation in relation to the share options is estimated using the Binominal Option Pricing Model. The determination of the fair value of share options is affected by the share price of the Company's ordinary shares as well as the assumptions regarding a number of complex and subjective variables, including the expected share price volatility, risk-free interest rate, exercise multiple and expected dividend yield. The fair value of these awards was determined with the assistance from a valuation report prepared by an independent valuation firm using management's estimates and assumptions.

(w) Employee Benefits

The Company's subsidiaries, the VIEs and the VIEs' subsidiaries in China participate in a government mandated, multiemployer, defined contribution plan, pursuant to which certain retirement, medical, housing and other welfare benefits are provided to employees. PRC labor laws require the entities incorporated in China to pay to the local labor bureau a monthly contribution calculated at a stated contribution rate on the monthly basic compensation of qualified employees. The Group has no further commitments beyond its monthly contribution. The fair value of the employee benefits liabilities approximates their carrying value due to the short-term nature of these liabilities. Employee social benefits included as expenses in the accompanying consolidated statements of comprehensive loss amounted to RMB28,908 and RMB33,980 for the years ended December 31, 2015 and 2016, respectively.

(x) Income Tax

Current income taxes are provided on the basis of net income/ (loss) for financial reporting purposes, and adjusted for income and expense items which are not assessable or deductible for income tax purposes, in accordance with the regulations of the relevant tax jurisdictions. Deferred income taxes are provided using the liability method. Under this method, deferred tax assets and liabilities are recognized for the tax effects of temporary differences and are determined by applying enacted statutory tax rates that will be in effect in the period in which the temporary differences are expected to reverse to the temporary differences between the financial statements' carrying amounts and the tax bases of assets and liabilities. A valuation allowance is provided to reduce the amount of deferred tax assets if based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax assets will not be realized. The effect on deferred taxes arising from a change in tax rates is recognized in the Consolidated Statements of Comprehensive Loss in the period of change.

The Group applies a "more likely than not" recognition threshold in the evaluation of uncertain tax positions. The Group recognizes the benefit of a tax position in its consolidated financial statements if the tax position is "more likely than not" to prevail based on the facts and technical merits of the position. Tax positions that meet the "more likely than not" recognition threshold are measured at the largest amount of tax benefit that has a greater than fifty percent likelihood of being realized upon settlement. Unrecognized tax benefits may be affected by changes in interpretation of laws, rulings of tax authorities, tax audits, and expiry of statutory limitations. In addition, changes in facts, circumstances and new information may require

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

the Group to adjust the recognition and measurement estimates with regard to individual tax positions. Accordingly, unrecognized tax benefits are periodically reviewed and re-assessed. Adjustments, if required, are recorded in the Group's consolidated financial statements in the period in which the change that necessities the adjustments occurs. The ultimate outcome for a particular tax position may not be determined with certainty prior to the conclusion of a tax audit and, in certain circumstances, a tax appeal or litigation process. As of December 31, 2015 and 2016, the Group did not have any significant unrecognized uncertain tax positions.

(y) Leases

A lease is classified at the inception date as either a capital lease or an operating lease. A lease is a capital lease if any of the following conditions exist: a) ownership is transferred to the lessee by the end of the lease term, b) there is a bargain purchase option, c) the lease term is at least 75% of the property's estimated remaining economic life or d) the present value of the minimum lease payments at the beginning of the lease term is 90% or more of the fair value of the leased property at the inception date. A capital lease is accounted for as if there was an acquisition of an asset and an incurrence of an obligation at the inception of the lease. All other leases are accounted for as operating leases. Payments made under operating leases are charged to the consolidated statements of comprehensive loss on a straight-line basis over the lease term. The Group had no capital leases as of December 31, 2015 and 2016.

(z) Earnings/(Loss) per Share

Basic earnings/(loss) per share is computed by dividing net income/(loss) attributable to holders of ordinary shares, considering the accretions to redemption value of the preferred shares and accretions to redemption value of the redeemable noncontrolling interest, by the weighted average number of ordinary shares outstanding during the year. Under the two-class method, any net income is allocated between ordinary shares and other participating securities based on their participating rights. Diluted earnings/(loss) per share is calculated by dividing net income/(loss) attributable to ordinary shareholders, as adjusted for the accretion and allocation of net income related to the preferred shares and accretion related to redeemable noncontrolling interest, if any, by the weighted average number of ordinary and dilutive ordinary equivalent shares outstanding during the period. Ordinary equivalent shares consist of shares issuable upon the conversion of the preferred shares using the if-converted method, unvested restricted shares and ordinary shares issuable upon the exercise of outstanding share option (using the treasury stock method). Ordinary equivalent shares are not included in the denominator of the diluted earnings per share calculation when inclusion of such shares would be anti-dilutive.

(aa) Segment Reporting

The Group's chief operating decision maker has been identified as the Chief Executive Officer, who reviews consolidated results when making decisions about allocating resources and assessing performance of the Group. For the purpose of internal reporting and management's operation review, the Company's Chief Executive Officer and management personnel do not segregate the Company's business by product or service lines. All product and service categories are viewed as in one and the only operating segment.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

(bb) Statutory Reserves

The Group's subsidiaries, VIEs and VIEs' subsidiaries established in the PRC are required to make appropriations to certain non-distributable reserve funds.

In accordance with the laws applicable to the Foreign Investment Enterprises established in the PRC, the Group's subsidiaries registered as wholly foreign owned enterprise have to make appropriations from their after-tax profits (as determined under generally accepted accounting principles in the PRC ("PRC GAAP")) to non-distributable reserve funds including general reserve fund, enterprise expansion fund and staff bonus and welfare fund. The appropriation to the general reserve fund must be at least 10% of the after-tax profits calculated in accordance with PRC GAAP. Appropriation is not required if the general reserve fund has reached 50% of the registered capital of the company. Appropriations to the enterprise expansion fund and staff bonus and welfare fund are made at the respective company's discretion.

In addition, in accordance with the PRC Company Laws, the Group's VIE and VIE's subsidiaries, registered as Chinese domestic companies, must make appropriations from their after-tax profits as determined under the PRC GAAP to non-distributable reserve funds including statutory surplus fund and discretionary surplus fund. The appropriation to the statutory surplus fund must be 10% of the after-tax profits as determined under PRC GAAP. Appropriation is not required if the statutory surplus fund has reached 50% of the registered capital of the company. Appropriation to the discretionary surplus fund is made at the discretion of the company.

The general reserve fund, enterprise expansion fund, statutory surplus fund and discretionary surplus fund are restricted for use. They may only be applied to offset losses or increase the registered capital of the respective company. The staff bonus and welfare fund is liability in nature and is restricted to make payment of special bonuses to employees and for the collective welfare of employees. None of these reserves is allowed to be transferred to the Company by way of cash dividends, loans or advances, nor can they be distributed except under liquidation.

For the years ended December 31, 2015 and 2016, no appropriation was made to the general reserve fund by the Group's wholly foreign owned PRC subsidiaries, and no appropriation was made to the statutory surplus fund by the Group's PRC VIEs and VIEs' subsidiaries as these PRC companies did not earn after-tax profits as determined under PRC GAAP. In addition, these PRC companies had not made any appropriation to discretionary funds.

(cc) Recent Accounting Pronouncements

In May 2014, the FASB issued ASU No. 2014-09, "*Revenue from Contracts with Customers*" (Topic 606). This guidance supersedes current guidance on revenue recognition in Topic 605, *Revenue Recognition*. In addition, there are disclosure requirements related to the nature, amount, timing, and uncertainty of revenue recognition. In August 2015, the FASB issued ASU No. 2015-14 to defer the effective date of ASU No. 2014-09 for all entities by one year. For public business entities that follow U.S. GAAP, the deferral results in the new revenue standard are being effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2017, with early adoption permitted for interim and annual periods beginning after December 15, 2016. Management is currently evaluating the impact of adopting this standard on consolidated financial statements.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

In July 2015, the FASB issued ASU 2015-11, "*Inventory (Topic 330)*," which modifies the accounting for inventory. Under this ASU, the measurement principle for inventory will change from lower of cost or market value to lower of cost and net realizable value. The ASU defines net realizable value as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The ASU is effective for reporting periods after December 15, 2016, with early adoption permitted. The Company elected to early adopt this ASU in 2016 and applied it prospectively. The adoption of ASU 2015-11 does not have material impact on the consolidated financial statements.

In November 2015, the FASB issued ASU No. 2015-17 ("ASU 2015-17"), *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*. ASU 2015-17 simplifies the presentation of deferred income taxes by eliminating the separate classification of deferred income tax liabilities and assets into current and noncurrent amounts in the consolidated balance sheet statement of financial position. The amendments in the update require that all deferred tax liabilities and assets be classified as noncurrent in the consolidated balance sheet. The amendments in this update are effective for fiscal years beginning after December 15, 2016, and interim periods therein and may be applied either prospectively or retrospectively to all periods presented. Early adoption is permitted. The Company elected to early adopt the ASU 2015-17 in 2016 on a retrospective basis. The adoption of ASU 2015-17 does not have material impact on the consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02 ("ASU 2016-02"), *Leases*. ASU 2016-02 specifies the accounting for leases. For operating leases, ASU 2016-02 requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, in its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. ASU 2016-02 is effective for public companies for annual reporting periods, and interim periods within those years beginning after December 15, 2018. Early adoption is permitted. The Company is currently evaluating the impact of adopting this standard on its consolidated financial statements.

In March, 2016, the FASB issued ASU 2016-09, *Compensation — Stock Compensation: Improvements to Employee Share-Based Payment Accounting*, which relates to the accounting for employee share-based payments. This standard addresses several aspects of the accounting for share-based payment award transactions, including: (a) income tax consequences; (b) classification of awards as either equity or liabilities; and (c) classification on the statement of cash flows. This standard will be effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. Management is currently evaluating the impact of this amendment on our financial position, statement of operations or cash flow.

In November, 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. This Update requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amendments in this Update apply to all entities that have restricted cash or restricted cash equivalents and are required to present a statement of cash flows under Topic 230. The amendments in this Update are effective for public business entities for fiscal years

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

2. Summary of Significant Accounting Policies (Continued)

beginning after December 15, 2017, and interim periods within those fiscal years. For all other entities, the amendments are effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. Early adoption is permitted, including adoption in an interim period. If an entity early adopts the amendments in an interim period, any adjustments should be reflected as of the beginning of the fiscal year that includes that interim period. Management is currently evaluating the impact of this amendment on cash flow.

3. Concentration and Risk

Concentration of customers and suppliers

There are no customers or suppliers from whom revenue or purchases individually represent greater than 10% of the total revenues or the total purchases of the Group for the years ended December 31, 2015 and 2016.

Concentration of credit risk

Assets that potentially subject the Group to significant concentrations of credit risk primarily consist of cash and cash equivalents, restricted cash and accounts receivable. As of December 31, 2015 and 2016, substantial all of the Group's cash and cash equivalents and restricted cash were held by reputable financial institutions located in the PRC and Hong Kong which management believes are of high credit quality and financially sound based on public available information.

The majority of the customers are required to pay in full before or upon taking delivery of the merchandise either through the online payment processing financial institutions or companies or the Group's appointed cash collection delivery companies. To a lesser extent, a portion of the customers pay by installments within a period from 3 to 12 months. Accounts receivable are receivables from the payment processing agents, delivery companies and installment receivable from customers. The risk with respect to accounts receivable is mitigated by credit evaluations the Group performs on these collection agents and customers and its ongoing monitoring process of their outstanding balances. Although accounts receivable are generally unsecured, the Group considers the credit risk of accounts receivable is low.

Currency risk

The Group's operational transactions and its assets and liabilities are primarily denominated in RMB, which is not freely convertible into foreign currencies. The Group's cash and cash equivalents denominated in RMB are subject to such government controls and amounted to RMB284,622 and RMB55,555 as of December 31, 2015 and 2016. The value of the RMB is subject to changes in the central government policies and international economic and political developments that affect the supply and demand of RMB in the foreign exchange market. In the PRC, certain foreign exchange transactions are required by law to be transacted only by authorized financial institutions at exchange rates set by the People's Bank of China (the "PBOC"). Remittances from China in currencies other than RMB by the Group must be processed through the PBOC or other China foreign exchange regulatory bodies which require certain supporting documentation in order to effect the remittance.

Interest rate risk

The Group's short-term bank borrowings bear interests at fixed rates. If the Group were to renew these loans, the Group might be subject to interest rate risk.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

4. Fair Value Measurement

As of December 31, 2015 and 2016, the Group did not have assets or liabilities measured at fair value on a recurring basis in periods subsequent to their initial recognition.

5. Inventories, net

	As of December 31,	
	2015	2016
	RMB	RMB
Finished goods	466,425	757,624
Less: Inventory write-down	(1,937)	(5,521)
Inventories, net	**464,488**	**752,103**

In 2016, the group's inventories amounted to RMB220,683 were pledged to Shanghai Pudong Development Silicon Valley Bank for a RMB50,000 short-term loan, see note 9. The Group recorded RMB1,753 and RMB3,584 write-down in 2015 and 2016 respectively.

6. Prepayments and Other Current Assets

	As of December 31,	
	2015	2016
	RMB	RMB
Deposits	5,750	7,338
Prepaid advertising expense	4,627	2,223
Staff advances	1,857	2,187
Prepaid rent	1,490	1,770
Others	3,806	6,369
Prepayments and Other Current Assets	**17,530**	**19,887**

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

7. Property and Equipment, net

	As of December 31,	
	2015	2016
	RMB	RMB
Electronic equipment	22,355	26,199
Transportation equipment	2,643	2,650
Office equipment	8,596	10,480
Leasehold improvements	29,569	32,384
Total Property and Equipment	**63,163**	**71,713**
Less: Accumulated depreciation	(27,152)	(36,517)
Total Property and Equipment, net	**36,011**	**35,196**

Depreciation expenses were RMB11,068 and RMB13,388 for the years ended December 31, 2015 and 2016, respectively.

8. Other Non-current Assets

	As of December31,	
	2015	2016
	RMB	RMB
Rental and other deposits	4,125	1,932
Others	41	251
Other Non-current Assets	**4,166**	**2,183**

9. Short-term bank borrowings

	As of December 31,	
	2015	2016
	RMB	RMB
Bank loans	175,974	200,000

In September 2015, a PRC subsidiary borrowed a loan of RMB150,000 from Xiamen International Bank for a term of two years and at the interest rate of 1.62% during the first year and 1.68% during the second year. To facilitate these borrowings, another subsidiary of the Company in Hong Kong placed cash deposits of RMB155,300 with the bank. The use of such cash deposits and the interest earned thereon are restricted by the bank during the period of the loans. The deposits has a two year term and bear interest at 0.42% during the first year and 0.38% during the second year. This bank loan has certain nonfinancial

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

9. Short-term bank borrowings (Continued)

covenants, including compliance with other borrowing's covenants. The subsidiary did not meet the loan covenant for another borrowing's covenants in 2015 and 2016, as described below. Therefore, this bank loan was classified as short term loan as of December 31, 2015. This bank loan is due in September 2017.

In April 2015, the Company's subsidiary entered into a facility agreement with Shanghai Pudong Development Silicon Valley Bank that permits the subsidiary to borrow up to US$4,000 for one year. At December 31, 2015, a loan of US$4,000 (RMB25,974) was borrowed under this facility and it was repaid in 2016. In May 2016, the Company's subsidiary entered into another facility agreement with this bank that permits the subsidiary to borrow up to RMB50,000 for one year. At December 31, 2016, the subsidiary had borrowed RMB50,000 under this facility. To obtain this RMB50,000 facility, the group's inventories amounted to RMB220,683 were pledged to Shanghai Pudong Development Silicon Valley Bank.

The facility agreements with Shanghai Pudong Development Silicon Valley Bank contain certain financial and nonfinancial covenants. As of December 31, 2015 and 2016, the financial covenants were not met. In April 2016 and 2017, the Bank issued waivers for the 2015 and 2016 facility respectively.

10. Accrued Expenses and Other Current Liabilities

	As of December 31,	
	2015	2016
	RMB	RMB
Accrual for salary and bonus	15,734	15,603
Accrual for employee benefits	22,024	34,126
Advertising fees payable	24,030	19,397
Taxes payable	70,039	107,090
Office expenses	4,214	10,395
Deposits from merchants	5,857	9,489
Professional fees payable	3,816	7,103
Delivery costs payable	7,601	4,508
Rent payable	2,630	2,610
Equipment purchase payable	—	2,121
Others	328	2,524
Accrued Expenses and Other Current Liabilities	**156,273**	**214,966**

11. Income Tax

a) Income tax

Cayman Islands

Under the current laws of the Cayman Islands, the Company is not subject to tax on income or capital gain. Additionally, the Cayman Islands does not impose a withholding tax on payments of dividends to shareholders.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

11. Income Tax (Continued)

Hong Kong

Under the current Hong Kong Inland Revenue Ordinance, the Company's Hong Kong subsidiary is subject to Hong Kong profits tax at the rate of 16.5% on its taxable income generated from the operations in Hong Kong. Payments of dividends by the Hong Kong subsidiary to the Company is not subject to withholding tax in Hong Kong.

PRC

The Group's PRC subsidiaries, VIEs and VIEs' subsidiaries are subject to the PRC Corporate Income Tax Law ("CIT Law") and are taxed at the statutory income tax rate of 25%.

The CIT Law also provides that an enterprise established under the laws of a foreign country or region but whose "de facto management body" is located in the PRC be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the CIT Law define the location of the "de facto management body" as "the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, property, etc., of a non-PRC company is located." Based on a review of surrounding facts and circumstances, the Group does not believe that it is likely that its operations outside the PRC should be considered a resident enterprise for PRC tax purposes.

The components of loss before income taxes are as follows:

	As of December 31,	
	2015	2016
	RMB	RMB
Cayman	22,964	11,880
Hong Kong SAR	14,588	16,629
PRC, excluding Hong Kong SAR	183,295	15,864
Other	1,156	200
	222,003	**44,573**

Withholding tax on undistributed dividends

The CIT law also imposes a withholding income tax of 10% on dividends distributed by a foreign investment enterprise ("FIE") to its immediate holding company outside of China, if such immediate holding company is considered as a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. The Cayman Islands, where the Company is incorporated, does not have such tax treaty with China. According to the arrangement between Mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by an FIE in China to its immediate holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% (if the foreign investor owns directly at least 25% of the shares of the FIE). The Group did not record any dividend withholding tax, as the Group's PRC entities, have no retained earnings in any of the periods presented.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

11. Income Tax (Continued)

The Group had no current income tax expense for the years ended December 31, 2015 and 2016, as the companies in the Group either made a loss or had tax loss carry forwards to net against taxable income in the respective years. Deferred tax benefit was nil as full valuation allowance was provided for the Group's deferred tax assets.

Reconciliation of the differences between PRC statutory income tax rate and the Group's effective income tax rate for the years ended December 31, 2015 and 2016 are as follows:

	Year Ended December 31,	
	2015	2016
	RMB	RMB
Statutory income tax rate	25%	25%
Permanent differences	(0.46%)	(1.05%)
Change in valuation allowance	(24.54%)	(23.95%)
Effective tax rate	**0%**	**0%**

b) Deferred tax assets

	As of December 31,	
	2015	2016
	RMB	RMB
Payroll and other accrued expenses	9,160	12,079
Inventory write-down	484	1,380
Net operating loss carry forwards	70,835	80,644
Deductible advertisement expenses	11,725	6,933
Less: Valuation allowance	(92,204)	(101,036)
Total deferred tax assets	**—**	**—**

As of December 31, 2016, the Group had net operating loss carry forwards of approximately RMB42,456 attributable to the Hong Kong subsidiary and of approximately RMB294,028 attributable to the PRC subsidiaries, VIEs and VIEs' subsidiaries. The loss carried forward by the Hong Kong subsidiary can be carried forward to net against future taxable income without a time limit; while the loss carried forward by the PRC companies will expire during the period from year 2017 to year 2021.

A valuation allowance is provided against deferred tax assets when the Group determines that it is more likely than not that the deferred tax assets will not be utilized in the foreseeable future. In making such determination, the Group evaluates a variety of factors including the Group's operating history, accumulated deficit, existence of taxable temporary differences and reversal periods.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

11. Income Tax (Continued)

The Group has incurred accumulated net operating losses for income tax purposes since its inception. The Group believes that it is more likely than not that these accumulated net operating losses and other deferred tax assets will not be utilized in the foreseeable future. Accordingly, the Group has provided full valuation allowance for the deferred tax assets as of December 31, 2015 and 2016.

Changes in valuation allowance are as follows:

	Year Ended December 31,	
	2015	2016
	RMB	RMB
Balance at the beginning of the year	39,432	92,204
Additions	52,772	8,832
Balance at the end of the year	**92,204**	**101,036**

According to the PRC Tax Administration and Collection Law, the statute of limitation is three years if the underpayment of taxes is due to computational errors made by the taxpayer or the withholding agent. The statute of limitation is extended to five years under special circumstances where the underpayment of taxes is more than RMB100,000. In the case of transfer pricing issues, the statute of limitation is 10 years. There is no statute of limitation in the case of tax evasion. The income tax returns of the Company's PRC subsidiaries, consolidated VIEs, and the subsidiaries of the VIEs for the years from 2012 to 2016 are open to examination by the PRC tax authorities.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

12. Redeemable Convertible Preferred Shares

Redeemable convertible preferred shares consist of the following:

RMB	Series A-1 Preferred Shares	Series A-2 Preferred Shares	Series B Preferred Shares	Series C Preferred Shares	Series D Preferred Shares	Series E Preferred Shares	Total
Balance as of January 1, 2015	**31,331**	**34,398**	**100,783**	**84,925**	**232,381**	**—**	**483,818**
Issuance for cash						342,880	**342,880**
Issuance costs paid						(4,130)	**(4,130)**
Redemption value accretion	19,359	21,505	48,141	28,411	59,507	36,767	**213,690**
Foreign currency translation adjustment	1,827	2,001	6,182	5,199	14,210	14,262	**43,681**
Balance as of December 31, 2015	**52,517**	**57,904**	**155,106**	**118,535**	**306,098**	**389,779**	**1,079,939**
Redemption value accretion	78,608	90,231	127,746	71,359	111,684	116,114	**595,742**
Foreign currency translation adjustment	3,594	3,962	10,603	8,093	20,901	26,618	**73,771**
Balance as of December 31, 2016	**134,719**	**152,097**	**293,455**	**197,987**	**438,683**	**532,511**	**1,749,452**

On September 23, 2011, the Company entered into a shares purchase agreement with certain investors, pursuant to which 1,250,000 Redeemable Convertible Series A-1 Preferred Shares ("Series A-1 Preferred Shares") and 1,250,000 Redeemable Convertible Series A-2 Preferred Shares ("Series A-2 Preferred Shares") were issued on September 23, 2011 and 178,572 Series A-2 Preferred Shares were issued on February 7, 2012 for an aggregated consideration of US$2,000 (equivalent of RMB13,153).

On September 23, 2011, the Company also issued certain Convertible Promissory Notes ("Convertible Promissory Notes") amounting to US$3,333 (equivalent of RMB20,973), which were subsequently converted into Redeemable Convertible Series B Preferred Shares upon the issuance of the Redeemable Convertible Series B Preferred Shares in March 2012.

On February 28, 2012, the Company entered into a shares purchase agreement with certain investors, pursuant to which a total of 2,380,952 Redeemable Convertible Series B Preferred Shares ("Series B Preferred Shares") were issued partly for an aggregated cash consideration of US$6,666 (equivalent of RMB41,946) and partly through the conversion of the Convertible Promissory Notes between March 4, 2012 to March 29, 2012.

On July 9, 2013, the Company entered into a shares purchase agreement with certain investors and pursuant to the agreement, on July 11, 2013, the Company issued 1,571,973 Redeemable Convertible Series C Preferred Shares ("Series C Preferred Shares") for an aggregated consideration of US$11,404 (equivalent of RMB70,462).

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

12. Redeemable Convertible Preferred Shares (Continued)

On July 2, 2014, the Company entered into a shares purchase agreement with certain investors and pursuant to the agreement, on July 11, 2014, the Company issued 3,178,652 Redeemable Convertible Series D Preferred Shares ("Series D Preferred Shares", together with Series C Preferred Shares, Series B Preferred Shares, Series A-1 Preferred Shares and Series A-2 Preferred Shares, "Preferred Shares") for an aggregated consideration of US$35,000 (equivalent of RMB215,863).

On July 7, 2015, the Company entered into a shares purchase agreement with certain investors and Pingan eCommerce Limited Partnership ("Ping An") and pursuant to the agreement, the Company issued 2,925,658 Redeemable Convertible Series E Preferred Shares ("Series E Preferred Shares") for an aggregated consideration of US$55,000 (equivalent of RMB342,880).

The Group has classified the Preferred Shares as mezzanine equity in the consolidated balance sheets since they are contingently redeemable at the option of the holders after a specified time period.

The Group has determined that conversion and redemption features embedded in the Preferred Shares are not required to be bifurcated and accounted for as a derivative, as the economic characteristics and risks of the embedded conversion and redemption features are clearly and closely related to that of the Preferred Shares. The Preferred Shares are not readily convertible into cash as there is not a market mechanism in place for trading of the Company's shares.

The Group has determined that there was no beneficial conversion feature attributable to any of the Preferred Shares because the initial effective conversion prices of these Preferred Shares were higher than the fair value of the Company's ordinary shares at the relevant commitment dates.

In addition, the carrying values of the Preferred Shares are accreted from the share issuance dates to the redemption value on the earliest redemption dates. The accretions are recorded against retained earnings, or in the absence of retained earnings, by charges against additional paid-in capital. Once additional paid-in capital has been exhausted, additional charges are recorded by increasing the accumulated deficit.

The rights, preferences and privileges of the Preferred Shares are as follows:

Redemption Rights

At any time commencing on a date specified in the agreement of the Preferred Shares (the "Redemption Start Date"), holders of more than 50% of the then outstanding Series A-1, A-2, B , D and E Preferred Shares and 75% of the Series C Preferred Shares may request a redemption of the Preferred Shares of such series. In addition, prior to the Redemption Start Date but following the occurrence of certain early redemption events, holders of more than 50% of the Series D Preferred Shares or Ping An may request a redemption. On receipt of a redemption request from the holders, the Company shall redeem all or part, as requested, of the outstanding Preferred Shares of such series.

The Redemption Start Date was originally July 2, 2016 for Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series B Preferred Shares, Series C Preferred Shares and Series D Preferred Shares, which was subsequently modified on July 8, 2015 to July 8, 2017.The Redemption Start Date was July 8, 2017 for Series E Preferred Shares. In April 2017, the Redemption Start Date for all of the Preferred Shares was extended to May 10, 2018.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

12. Redeemable Convertible Preferred Shares (Continued)

If any holder of any series of Preferred Shares exercises its redemption right, any holder of other series of Preferred Shares shall have the right to exercise the redemption of its series at the same time.

The price at which each Preferred Share shall be redeemed shall equal to the higher of (i) and (ii) below:

i. The original Preferred Shares issue price for such series plus R% interest per annum (calculated from the issuance dates of the respective series of Preferred Shares), and declared but unpaid dividends, where R is 8 for Series C, Series B, Series A-1 and Series A-2 Preferred Shares and 15 for Series D and Series E Preferred Shares.

ii. The fair market value of the relevant series of Preferred Shares on the date of redemption.

The Group accretes changes in the redemption value over the period from the date of issuance to the earliest redemption date of the Preferred Shares using effective interest method. Changes in the redemption value are considered to be changes in accounting estimates.

Conversion Rights

Each Preferred Share is convertible, at the option of the holder, at any time after the date of issuance of such Preferred Shares according to a conversion ratio, subject to adjustments for dilution, including but not limited to stock splits, stock dividends and capitalization and certain other events. Each Preferred Share is convertible into a number of ordinary shares determined by dividing the applicable original issuance price by the conversion price. The conversion price of each Preferred Share is the same as its original issuance price and no adjustments to conversion price have occurred. At December 31, 2015 and 2016, each Preferred Share is convertible into one ordinary share.

Each Preferred Share shall automatically be converted into ordinary shares, at the then applicable preferred share conversion price upon (i) closing of a Qualified Initial Public Offering ("Qualified IPO") or (ii) the written approval of the holders of a majority of each series of Preferred Shares (calculated and voting separately in their respective single class on an as-converted basis), and particularly for the Series C Preferred Shares, approval by the holders of more than 75% of the Series C Preferred Shares.

Prior to the Series E Preferred Shares issuance on July 8, 2015, a "Qualified IPO" was defined as an initial public offering with net offering proceeds no less than US$61,500 and implied market capitalization of the Company of no less than US$410,000 prior to such initial public offering. Upon the issuance of the Series E Preferred Shares, the net offering proceeds and market capitalization criteria for a "Qualified IPO" was increased to US$130,000 and US$550,000 respectively.

Voting Rights

Each Preferred Share shall be entitled to that number of votes corresponding to the number of ordinary shares on an as-converted basis. Preferred Shares shall vote separately as a class with respect to certain specified matters. Otherwise, the holders of Preferred Shares and ordinary shares shall vote together as a single class.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

12. Redeemable Convertible Preferred Shares (Continued)

Dividend Rights

Series A-1 Preferred Shares and Series A-2 Preferred Shares were originally entitled to receive a like amount of dividends before any dividend is paid on ordinary shares. After a modification on the rights of the preferred shares effective from February 28, 2012, Preferred Shares holders are entitled to receive dividends if declared by the Board of Directors, in an amount equal to 10% of the original preferred share issue price of the respective series of Preferred Shares per annum accruing cumulative from the issuance date of the respective Preferred Shares.

The remaining undistributed earnings of the Company after full payment of the above amounts on the Preferred Shares, shall be distributed on a pro rata basis to the holders of ordinary shares and Preferred Shares on an as-converted basis.

Liquidation Preferences

In the event of any liquidation including deemed liquidation, dissolution or winding up of the Company, holders of the Preferred Shares shall be entitled to receive a per share amount equal to 150% of the original preferred share issue price of the respective series of Preferred Shares, as adjusted for share dividends, share splits, combinations, recapitalizations or similar events, plus all accrued and declared but unpaid dividends thereon, in the sequence of Series E Preferred Shares, Series D Preferred Shares, Series C Preferred Shares, Series B Preferred Shares and Series A-1 and Series A-2 Preferred Shares. After such liquidation amounts have been paid in full, any remaining funds or assets of the Company legally available for distribution to shareholders shall be distributed on a pro rata, pari passu basis among the holders of the Preferred Shares, on an as-converted basis, together with the holders of the ordinary shares.

The modifications of the rights, preferences and privileges of the Preferred Shares are not considered substantial, and are thus accounted for as a modification rather than an extinguishment of the Preferred Shares. Where there is a transfer of value between ordinary shareholders and Preferred Shares holders as a result of such modifications, the transfer of value is accounted for as deemed dividends, recorded as additions/reductions in accumulated deficit and reductions/additions in the Preferred Shares carrying amounts.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

13. Redeemable non-controlling interest

	Year Ended December 31,	
	2015	2016
	RMB	RMB
Balance as of January 1	—	—
Capital contribution	—	5,000
Comprehensive loss	—	(82)
Accretion of redeemable noncontrolling interest	—	164
Balance as of December 31	**—**	**5,082**

In October of 2016, a third party investor acquired 15% of the equity interest of the Company's wholly owned PRC subsidiary at a consideration of RMB5,000. The newly issued shares could be redeemed by the non-controlling shareholder from the redemption start date (i.e. three years from the closing of the financing), the redemption value is equal to RMB5,000 plus 10% of interest and 15% of the net profit attributable to the PRC subsidiary if any for the period beginning October of 2016 to the date of redemption. The redeemable non-controlling interest was recorded outside of permanent equity on the consolidated balance sheet and initially recorded at the carrying value of RMB5,000. The redeemable non-controlling interest is carried at the higher of (1) the initial carrying amount, increased or decreased for the redeemable non-controlling interest's share of net income or loss or (2) the expected redemption value.

14. Share-based Compensation

(a) Restricted Ordinary Shares

In May 2011, the Founders entered into an arrangement with other investors of the Company, whereby all of their 7,500,000 ordinary shares became restricted and subject to service vesting conditions. 25% of the restricted shares vested and were released from restriction after twelve months on May 26, 2012, and the remaining 75% of the restricted shares vest annually in equal instalments over the next three years. In addition, the restricted shares are subject to repurchase for cancellation by the Company upon termination of Mr. Richard Rixue Li's employment. The repurchase price is the par value of the ordinary shares.

Deferred share compensation was measured for the restricted shares using the estimated fair value of the Company's ordinary shares of US$0.151 at the date of imposition of the restriction in May 2011, and was amortized to the income statement on a straight line basis over the vesting term of 4 years.

In March 2012, 198,413 of the restricted ordinary shares owned by the Founders were transferred to a consultant who provided services to the Company to facilitate the completion of Series B Redeemable Convertible Preferred Shares issuance which were cliff vested in full on the grant date and the compensation cost attributable to these shares was measured at fair value and recognized immediately as the preferred share issuance cost and a deduction in the preferred shares balance. The remaining

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

14. Share-based Compensation (Continued)

7,301,587 restricted ordinary shares owned by the Founders became subject to a revised four-year vesting restriction arrangement commencing from March 4, 2012, and the compensation cost for the restricted shares was amortized to the income statement on a straight line basis over the new 4-year vesting term from March 4, 2012.

The following table sets forth the restricted shares' vesting schedule for the years ended December 31, 2015 and 2016:

	Number of shares
Unvested at January 1, 2015	3,650,793
Vested	(1,825,397)
Unvested at December 31, 2015	**1,825,396**
Vested	(1,825,396)
Unvested at December 31, 2016	**—**

The amounts of stock compensation expense in relation to the restricted ordinary shares recognized in the years ended December 31, 2015 and 2016 were RMB1,378 and RMB249, respectively.

In March 2012, RMB1,303 was recognized for the 198,413 ordinary shares transferred to the consultant for their services to the Company in connection with the Company's issuance of Series B Preferred Shares as the preferred share issuance cost and a deduction in the preferred shares balance. The amount is based on the fair market value of the Company's ordinary shares of US$1.044 at the grant date, estimated using the income approach and equity allocation method, which involved significant assumptions that were not observable in the market. The following is a summary of the assumptions applied to the model

Discount rate	18.5%
Expected volatility used in the equity allocation method	40%
Risk-free interest rate used in the equity allocation (per annum)	0.7%
Discount for lack of marketability (Rounded)	10%

(b) Stock Option Plan

On December 31, 2014, the Company adopted the 2014 Stock Incentive Plan ("2014 Plan"). Under the 2014 Plan, the Company's Board of Directors has approved that a maximum aggregate number of shares that may be issued pursuant to all awards granted under the 2014 Plan shall be 1,307,672 shares. Stock options granted to an employee under the 2014 Plan will be exercisable upon the Company completes a Qualified IPO and the employee renders service to the Company in accordance with a stipulated service schedule starting from the employee's date of employment. Employees are generally subject to a four-year service schedule, under which an employee earns an entitlement to vest in 25% of his option grants at the

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

14. Share-based Compensation (Continued)

end of each year of completed service. Certain employees have a service schedule of three years, whereby an employee earns an entitlement to vest in one-third of his option grants at the end of each year of completed service. Prior to the Company completes a Qualified IPO, all stock options granted to an employee shall be forfeited at the time the employee terminates his employment with the Group. After the Company completes a Qualified IPO, vested options not exercised by an employee shall be forfeited three months after termination of employment of the employee. In addition, the employees who have been granted options irrevocably grant a power of attorney to the board of directors of the Company to exercise voting rights of the shares on their behalf.

The Company granted 136,512 and 63,450 stock options to employees, all with an exercise price of US$0.001, for the years ended December 31, 2015 and 2016, respectively. No options are exercisable as at December 31, 2015 and 2016 and prior to the Company completes a Qualified IPO.

The following table sets forth the stock options activity for the years ended December 31, 2015 and 2016:

	Number of shares	Weighted average exercise price US$	Weighted average remaining contractual term	Aggregate intrinsic value 000'US$
Outstanding as of December 31, 2014	1,111,213	0.001		
Granted	136,512	0.001		
Exercised	—			
Forfeited	(357,137)	0.001		
Expired	—			
Outstanding as of December 31, 2015	**890,588**	**0.001**	**8.97**	**12,554**
Granted	63,450	0.001		
Exercised	—			
Forfeited	(220,282)	0.001		
Expired	—			
Outstanding as of December 31, 2016	**733,756**	**0.001**	**7.98**	**14,384**
Vested and expected to vest as of December 31, 2016	**689,905**	**0.001**	**7.97**	**13,524**

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

14. Share-based Compensation (Continued)

Options granted to employees were measured at fair value on the dates of grant using the Binomial Option Pricing Model with the following assumptions:

	2015 RMB	2016 RMB
Expected volatility	55% - 58%	54% - 55%
Risk-free interest rate (per annum)	1.94% - 2.27%	1.49% - 1.78%
Exercise multiple	2.2 - 2.8	2.2 - 2.8
Expected dividend yield	0%	0%
Expected term (in years)	10	10
Fair value of the underlying shares on the date of option grants (per share)	US$12.280 - 17.838	US$15.020 - 16.987

The expected volatility was estimated based on the historical volatility of comparable peer public companies with a time horizon close to the expected term of the Company's options. The risk-free interest rate was estimated based on the yield to maturity of U.S. treasury bonds denominated in USD for a term consistent with the expected term of the Company's options in effect at the option valuation date. The expected exercise multiple was estimated as the average ratio of the stock price to the exercise price of when employees would decide to voluntarily exercise their vested options. As the Company did not have sufficient information of past employee exercise history, it was estimated by referencing to a widely-accepted academic research publication. Expected dividend yield is zero as the Company has never declared or paid any cash dividends on its shares, and the Company does not anticipate any dividend payments in the foreseeable future. Expected term is the contract life of the option.

The fair value of options granted to employees for the years ended December 31, 2015 and 2016 amounted to RMB11,065 and RMB6,888, respectively. Since the exercisability is dependent upon the Company's IPO, and it is not probable that this performance condition can be achieved until the IPO is effective, no compensation expense relating to the options was recorded for the years ended December 31, 2015 and 2016. The Company will recognize compensation expenses relating to options vested cumulatively upon the completion of the Company's IPO.

On December 31, 2014, the Company also granted 2,479 stock options to a consultant. Such options have an exercise price of US$0.001, and cliff vested in full upon the consultant completed his service contract with the Company on June 30, 2015. However, these vested options will be exercisable only upon the Company completes a Qualified IPO. In the year ended December 31, 2015 and 2016, the Company has not recognized any compensation cost associated with the options granted to the consultant.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

15. Segment Information

Revenues from different product groups and services are as follows:

	Year Ended December 31,	
	2015	2016
	RMB	RMB
Merchandise sales		
Watches	833,208	863,382
Bags	519,841	691,474
Clothing, Footwear and Accessories	189,267	403,722
Jewelleries	152,739	531,533
Other products	29,684	76,761
Total merchandise sales	1,724,739	2,566,872
Marketplace and other services:		
Marketplace services	10,441	15,707
Other services	7,948	11,243
Total marketplace and other services:	18,389	26,950
Total net revenues	**1,743,128**	**2,593,822**

The following summarizes the Group's net revenues from the following geographic areas:

	Year Ended December 31,	
	2015	2016
	RMB	RMB
Mainland China	1,590,218	2,379,062
Hong Kong	145,461	201,559
Others	7,449	13,201
Total net revenues	**1,743,128**	**2,593,822**

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

15. Segment Information (Continued)

The following summarizes the Group's long-lived assets (including property and equipment, net and other non-current assets) from the following geographic areas:

	As of December 31,	
	2015	2016
	RMB	RMB
Mainland China	36,317	29,230
Hong Kong	2,701	1,961
Others	1,159	6,188
Total long-lived assets	**40,177**	**37,379**

16. Net Loss per Share

The following table sets forth the basic and diluted net loss per share computation and provides a reconciliation of the numerator and denominator for the periods presented:

	Year Ended December 31,	
	2015	2016
	RMB	RMB
Numerator:		
Net loss	(222,003)	(44,453)
Accretion to redeemable non-controlling interest redemption value	—	(164)
Accretion to preferred share redemption value	(213,690)	(595,742)
Numerator for basic and diluted net loss per share calculation	**(435,693)**	**(640,359)**
Denominator:		
Weighted average number of ordinary shares	5,364,536	7,189,933
Denominator for basic and diluted net loss per share calculation	**5,364,536**	**7,189,933**
Net loss per ordinary share		
—Basic and diluted	(81.22)	(89.06)

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

16. Net Loss per Share (Continued)

The potentially dilutive securities that have not been included in the calculation of diluted net loss per share as their inclusion would be anti-dilutive are as follows:

	Year Ended December 31,	
	2015	2016
Restricted shares and stock options	2,715,984	733,756
Redeemable Convertible Preferred Shares	12,735,807	12,735,807

17. Commitments and Contingencies

Commitments

The Group leases its offices and facilities under non-cancelable operating lease agreements. Rental expenses were RMB28,515 and RMB35,788 for the years ended December 31, 2015 and 2016, respectively.

As of December 31, 2016, future minimum lease commitments, all under office and facilities non-cancelable operating lease agreements, were as follows:

	Office and facilities
	RMB
2017	19,227
2018	9,871
2019	4,442
2020	2,970
2021	15

Except for those disclosed above, the Group did not have any significant capital or other commitments, long-term obligations, or guarantees as of December 31, 2015 and 2016.

18. Related Party Transactions

During the years ended December 31, 2015 and 2016, the Group borrowed RMB18,000 and nil, respectively from Mr. Richard Rixue Li to fund working capital, among which, RMB15,361 and RMB321 were repaid during the years ended December 31, 2015 and 2016, respectively.

As of December 31, 2015 and 2016, the Group has an amount due to Mr. Richard Rixue Li, the Company's founder at a total of RMB2,639 and RMB2,319, respectively. Amount was advanced to the Group to fund the working capital requirements of the Group. The amounts were unsecured, non-interest bearing and have no defined repayment term.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

19. Subsequent Event

The Group has evaluated subsequent events from the balance sheet date through May 2, 2017, the date at which the consolidated financial statements were available to be issued.

20. Restricted Net Assets

The Company's subsidiaries incorporated in the PRC are required to annually appropriate 10% of their after-tax profit calculated in accordance with PRC GAAP to a general reserve fund unless such funds have reached 50% of their respective registered capital. The Company's VIEs and VIEs' subsidiaries incorporated in the PRC are also required to annually appropriate 10% of their after-tax profit calculated in accordance with PRC GAAP to a statutory surplus fund unless such funds have reached 50% of their respective registered capital. In addition, the Company's subsidiaries, the VIEs and VIEs' subsidiaries can also, at their discretion, appropriate to the enterprise expansion fund and discretionary surplus fund, prior to payment of dividends. Furthermore, the Company's subsidiaries, the VIEs and VIEs' subsidiaries cannot distribute dividends out of their respective registered capital without the prior governmental approvals. Except for the registered capital and statutory reserve requirements stated above, there is no other restriction on the net assets of the Company's subsidiaries, the VIEs and VIEs' subsidiaries to satisfy any obligations of the Company.

The Company performed a test on the restricted net assets of consolidated subsidiaries, VIEs and the subsidiaries of the VIEs in accordance with Securities and Exchange Commission Regulation S-X Rule 4-08 (e) (3), "General Notes to Financial Statements". The total restricted net assets of the Group were RMB32,262 and RMB82,394 as of December 31, 2015, and 2016 respectively; compared with the total deficit of the Group of RMB762,267 and RMB1,448,153 as of December 31, 2015 and 2016 respectively.

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

21. Condensed Financial Statements of the Company

(a) Condensed Balance Sheets

	As of December 31,	
	FY2015	FY2016
	RMB	RMB
Assets		
Current assets		
Cash and cash equivalents	141,252	91
Prepayments and other current assets	133	140
Total current assets	**141,385**	**231**
Non-current assets:		
Investments in and amounts due from subsidiaries and VIEs	176,452	303,253
Other non-current assets	8	9
Total non-current assets	**176,460**	**303,262**
Total assets	**317,845**	**303,493**
Liabilities		
Current liabilities		
Accrued expenses and other current liabilities	173	4,231
Total current liabilities	**173**	**4,231**
Total liabilities	**173**	**4,231**
Mezzanine Equity		
Series A-1 Redeemable Convertible Preferred Shares	52,517	134,719
Series A-2 Redeemable Convertible Preferred Shares	57,904	152,097
Series B Redeemable Convertible Preferred Shares	155,106	293,455
Series C Redeemable Convertible Preferred Shares	118,535	197,987
Series D Redeemable Convertible Preferred Shares	306,098	438,683
Series E Redeemable Convertible Preferred Shares	389,779	532,511
Total mezzanine equity	**1,079,939**	**1,749,452**
Shareholders' deficit:		
Ordinary shares	47	47
Additional paid-in capital	—	—
Accumulated losses	(735,295)	(1,363,165)
Accumulated other comprehensive loss	(27,019)	(87,072)
Total shareholders' deficit	**(762,267)**	**(1,450,190)**
Total liabilities, mezzanine equity and shareholders' deficit	**317,845**	**303,493**

SECOO HOLDING LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share data)

21. Condensed Financial Statements of the Company (Continued)

(b) Condensed Statements of Comprehensive Loss

	Year Ended December 31,	
	2015	2016
	RMB	RMB
Total net revenues	—	—
Operating expenses:		
General and administrative expenses	(22,962)	(11,793)
Total operating expenses	**(22,962)**	**(11,793)**
Loss from operations	**(22,962)**	**(11,793)**
Equity in loss of subsidiaries and VIEs	(199,039)	(32,693)
Other expenses	(2)	(87)
Loss before income tax	**(222,003)**	**(44,573)**
Income tax expense	—	—
Net loss	**(222,003)**	**(44,573)**
Accretion to preferred share redemption value	(213,690)	(595,742)
Net loss attributable to ordinary shareholders	**(435,693)**	**(640,315)**

(c) Condensed statements of cash flows

	Year Ended December31,	
	2015	2016
	RMB	RMB
Net cash used in operating activities	**(21,466)**	**(7,734)**
Investing activities:		
Investments in subsidiaries and VIEs	(176,302)	(133,340)
Net cash used in investing activities	**(176,302)**	**(133,340)**
Financing activities:		
Issuance of Series E Redeemable Convertible Preferred Shares, net of cash issuance costs	338,750	—
Net cash provided by financing activities	**338,750**	**—**
Effect of exchange rate changes on cash and cash equivalents	(1)	(87)
Net increase (decrease) in cash and cash equivalents	**140,981**	**(141,161)**
Cash and cash equivalents at the beginning of the year	**271**	**141,252**
Cash and cash equivalents at the end of the year	**141,252**	**91**

SECOO HOLDING LIMITED
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(All amounts in thousands, except for share data)

	As of December 31, 2016	As of June 30, 2017	
	RMB	RMB	US$ (Note 1)
Assets			
Current assets			
Cash and cash equivalents	55,555	34,897	5,147
Restricted cash	155,792	155,610	22,954
Amount due from related party	—	280	41
Accounts receivable	20,992	28,809	4,250
Inventories, net	752,103	910,861	134,359
Advances to suppliers	4,108	4,476	660
Prepayments and other current assets	19,887	23,285	3,434
Total current assets	**1,008,437**	**1,158,218**	**170,845**
Non-current assets			
Property and equipment, net	35,196	38,140	5,626
Other non-current assets	2,183	5,161	761
Total non-current assets	**37,379**	**43,301**	**6,387**
Total assets	**1,045,816**	**1,201,519**	**177,232**
LIABILITIES			
Current liabilities			
Short-term borrowings (including short-term borrowings of consolidated VIEs without recourse to the Company of RMB200,000 and RMB237,018 as of December 31, 2016 and June 30, 2017, respectively. Note 1)	200,000	237,018	34,962
Accounts payable (including accounts payable of consolidated VIEs without recourse to the Company of RMB254,537 and RMB265,357 as of December 31, 2016 and June 30, 2017, respectively. Note 1)	274,629	310,700	45,831
Amount due to related parties (including amount due to related parties of consolidated VIEs without recourse to the Company of RMB2,319 and RMB1,660 as of December 31, 2016 and June 30, 2017, respectively. Note 1)	2,319	1,660	245
Advances from customers (including advances from customers of consolidated VIEs without recourse to the Company of RMB40,891 and RMB26,686 as of December 31, 2016 and June 30, 2017, respectively. Note 1)	42,013	27,622	4,074
Accrued expenses and other current liabilities (including accrued expenses and other liabilities of consolidated VIEs without recourse to the Company of RMB194,266 and RMB237,873 as of December 31, 2016 and June 30, 2017, respectively. Note 1)	214,966	265,022	39,092
Deferred revenue (including deferred revenue of consolidated VIEs without recourse to the Company of RMB5,254 and RMB7,752 as of December 31, 2016 and June 30, 2017, respectively. Note 1)	5,508	8,021	1,183
Total current liabilities	**739,435**	**850,043**	**125,387**
Total non-current liabilities	**—**	**—**	**—**
Total liabilities	**739,435**	**850,043**	**125,387**
Commitments and contingencies (Note 14)			

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

SECOO HOLDING LIMITED
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS (Continued)
(All amounts in thousands, except for share data)

	As of December 31, 2016	As of June 30, 2017	
	RMB	RMB	US$ (Note 1)
Mezzanine Equity			
Series A-1 Redeemable Convertible Preferred Shares (US$0.001 par value, 1,250,000 shares authorized, issued and outstanding as of December 31, 2016 and June 30, 2017, Redemption value of RMB180,216 and RMB 203,073 as of December 31, 2016 and June 30, 2017; Liquidation value of RMB125,060 and RMB 148,531 as of December 31, 2016 and June 30, 2017)	134,719	140,436	20,715
Series A-2 Redeemable Convertible Preferred Shares (US$0.001 par value, 1,428,572 shares authorized, issued and outstanding as of December 31, 2016 and June 30, 2017, Redemption value of RMB205,966 and RMB 232,084 as of December 31, 2016 and June 30, 2017; Liquidation value of RMB142,923 and RMB 169,749 as of December 31, 2016 and June 30, 2017)	152,097	157,680	23,259
Series B Redeemable Convertible Preferred Shares (US$0.001 par value, 2,380,952 shares authorized, issued and outstanding as of December 31, 2016 and June 30, 2017, Redemption value of RMB343,409 and RMB 387,394 as of December 31, 2016 and June 30, 2017; Liquidation value of RMB323,077 and RMB 366,250 as of December 31, 2016 and June 30, 2017)	293,455	325,133	47,960
Series C Redeemable Convertible Preferred Shares (US$0.001 par value, 1,571,973 shares authorized, issued and outstanding as of December 31, 2016 and June 30, 2017, Redemption value of RMB227,596 and RMB 257,570 as of December 31, 2016 and June 30, 2017; Liquidation value of RMB263,065 and RMB 290,474 as of December 31, 2016 and June 30, 2017)	197,987	221,215	32,631
Series D Redeemable Convertible Preferred Shares (US$0.001 par value, 3,178,652 shares authorized, issued and outstanding as of December 31, 2016 and June 30, 2017, Redemption value of RMB495,579 and RMB 569,818 as of December 31, 2016 and June 30, 2017; Liquidation value of RMB655,720 and RMB 708,831 as of December 31, 2016 and June 30, 2017)	438,683	486,783	71,804
Series E Redeemable Convertible Preferred Shares (US$0.001 par value, 2,925,658 shares authorized, issued and outstanding as of December 31, 2016 and June 30, 2017, Redemption value of RMB598,531 and RMB 613,767 as of December 31, 2016 and June 30, 2017; Liquidation value of RMB839,363 and RMB 882,938 as of December 31, 2016 and June 30, 2017)	532,511	535,170	78,492
Redeemable non-controlling interest	5,082	5,330	786
Total mezzanine equity	**1,754,534**	**1,871,747**	**276,097**
Deficit:			
Ordinary shares (US$0.001 par value, 37,264,193 shares authorized as of December 31, 2016 and June 30, 2017; 7,500,000 shares issued and outstanding as of December 31, 2016 and June 30, 2017)	47	47	7
Accumulated losses	(1,363,165)	(1,473,916)	(217,414)
Additional paid-in capital	—	—	—
Accumulated other comprehensive loss	(87,072)	(48,337)	(7,130)
Total deficit attributable to ordinary shareholders	**(1,450,190)**	**(1,522,206)**	**(224,537)**
Non-redeemable non-controlling interest	2,037	1,935	285
Total deficit	**(1,448,153)**	**(1,520,271)**	**(224,252)**
Total liabilities, mezzanine equity and deficit	**1,045,816**	**1,201,519**	**177,232**

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

SECOO HOLDING LIMITED
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME/(LOSS)
(All amounts in thousands, except for share data)

	Six Months Ended June 30,		
	2016	2017	
	RMB	RMB	US$ (Note 1)
Net revenues:			
Merchandise sales	1,024,692	1,326,384	195,652
Marketplace and other services	8,425	20,294	2,994
Total net revenues	**1,033,117**	1,346,678	198,646
Cost of revenues	(876,448)	(1,120,180)	(165,235)
Gross profit	**156,669**	226,498	33,411
Operating expenses:			
Fulfillment expenses	(41,285)	(35,750)	(5,273)
Marketing expenses	(119,362)	(83,451)	(12,310)
Technology and content development expenses	(28,686)	(25,768)	(3,801)
General and administrative expenses	(38,756)	(29,943)	(4,417)
Total operating expenses	**(228,089)**	**(174,912)**	**(25,801)**
(Loss)/ profit from operations	**(71,420)**	**51,586**	**7,610**
Other income/(expenses):			
Interest expense, net	(1,458)	(3,017)	(445)
Foreign currency exchange (losses)/gains	(2,027)	3,775	557
(Loss)/ profit before tax	**(74,905)**	**52,344**	**7,722**
Income tax expense	—	—	
Net (loss)/ profit	**(74,905)**	**52,344**	**7,722**
Loss attributable to redeemable non-controlling interest	—	(114)	(17)
Loss attributable to non-redeemable non-controlling interest	—	(135)	(20)
Net (loss)/ profit attributable to Secoo Holding Limited	**(74,905)**	**52,593**	**7,759**
Accretion to redeemable non-controlling interest redemption value	—	(362)	(53)
Accretion to preferred share redemption value	(255,894)	(162,982)	(24,041)
Net loss attributable to ordinary shareholders of Secoo Holding Limited	**(330,799)**	**(110,751)**	**(16,335)**
Net (loss)/ profit	**(74,905)**	**52,344**	**7,722**
Other comprehensive income			
Foreign currency translation adjustment, net of nil income taxes	(23,059)	38,768	5,719
Total other comprehensive income, net of income taxes	**(23,059)**	**38,768**	**5,719**
Comprehensive (loss)/ income	**(97,964)**	**91,112**	**13,441**
Comprehensive loss attributable to redeemable non-controlling interest	—	(114)	(17)
Comprehensive loss attributable to non-redeemable non-controlling interest	—	(102)	(15)
Comprehensive (loss)/ income attributable to ordinary shareholders of Secoo Holding Limited	**(97,964)**	**91,328**	**13,473**
Net loss per share			
—Basic and diluted	(52.76)	(14.77)	(2.18)
Weighted average number of shares outstanding used in computing net loss per share			
—Basic and diluted	6,269,733	7,500,000	7,500,000

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

SECOO HOLDING LIMITED
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(All amounts in thousands, except for share and per share data)

	Six Months Ended June 30,		
	2016	2017	
	RMB	RMB	US$ (Note 1)
Net cash used in operating activities	**(265,247)**	**(64,619)**	**(9,531)**
Cash flows from investing activities:			
Net cash received from disposal of property and equipment	54	849	125
Purchase of property and equipment	(3,893)	(10,767)	(1,588)
Net cash used in investing activities	**(3,839)**	**(9,918)**	**(1,463)**
Cash flows from financing activities:			
Restricted cash	(211)	182	27
Repayment to related parties.	(157)	(659)	(97)
Short-term borrowings	48,418	101,018	14,901
Repayment of short-term loans	(25,845)	(64,000)	(9,441)
Cash received from other borrowings	—	24,500	3,614
Repayment of other borrowings	—	(12,039)	(1,776)
Payment for IPO costs	—	(300)	(44)
Net cash provided by financing activities	**22,205**	**48,702**	**7,184**
Net decrease in cash and cash equivalents	**(246,881)**	**(25,835)**	**(3,810)**
Cash and cash equivalents at the beginning of the period	284,622	55,555	8,195
Effect of exchange rate changes on cash and cash equivalents	(3,313)	5,177	762
Cash and cash equivalents at the end of the period	**34,427**	**34,897**	**5,147**
Supplemental information			
Interest paid	1,888	3,383	499
Income tax paid	—	—	—
Accrual for purchase of property and equipment	—	2,083	307

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(All amounts in thousands, except for share and per share data)

1. Summary of Significant Accounting Policies

(a) Basis of presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted as permitted by rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). The condensed consolidated balance sheet as of December 31, 2016 was derived from the audited consolidated financial statements of Secoo Holding Limited (the "Company") and subsidiaries (collectively referred to as the "Group"). The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements of the Company.

The Group's business is seasonal to a certain extent due to national holidays and promotional shopping activities conducted by the Group. The Group generally experiences less user traffic and purchase orders during national holidays in China, particularly during the Chinese New Year holiday season in the first quarter of each year. Historically, the Group's highest sales volume has occurred in the fourth calendar quarter.

In the opinion of management, all adjustments (which include normal recurring adjustments) necessary to present a fair statement of the financial position as of June 30, 2017, the results of operations and cash flows for the six months ended June 30, 2017 and 2016, have been made.

The preparation of the unaudited condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the unaudited condensed consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Significant items subject to such estimates and assumptions include, but not limited to, sales returns, customer incentives, inventory write-downs for excess and obsolete inventories, realization of deferred income tax assets, share-based compensation and redemption value of the redeemable preferred shares. Actual results may differ materially from those estimates.

The accompanying unaudited condensed consolidated financial statements contemplate the realization of assets and the satisfaction of liabilities in the normal course of business. The realization of assets and the satisfaction of liabilities in the normal course of business are dependent on, among other things, the Group's ability to operate profitably, to generate cash flows from operations, and its ability to attract investors and to borrow funds on reasonable economic terms. Historically, the Group has relied principally on both operational sources of cash and non-operational sources of equity and debt financing to fund its operations and business development. In addition, the Group can adjust the pace of its operation expansion and control the operating expenses of the Group. Therefore, the Group's unaudited condensed consolidated financial statements have been prepared on a going concern basis.

Translations of balances in the Unaudited Condensed Consolidated Balance Sheet, Unaudited Condensed Consolidated Statement of Comprehensive Income/(Loss) and Unaudited Condensed Consolidated Statement of Cash Flows from RMB into US$ as of and for the six months ended June 30, 2017 are solely for the convenience of the readers and were calculated at the rate of US$1.00=RMB6.7793, representing the noon

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

1. Summary of Significant Accounting Policies (Continued)

buying rate in The City of New York for cable transfers of RMB as certified for customs purposes by the Federal Reserve Bank of New York on June 30, 2017. No representation is made that the RMB amounts could have been, or could be, converted, realized or settled into US$ at that rate on June 30, 2017, or at any other rate.

The Company's operations are primarily conducted through variable interest entities ("VIEs") and VIEs' subsidiaries, in order to comply with the PRC laws and regulations which prohibit foreign investments in companies that are engaged in internet related business. The following unaudited consolidated assets and liabilities information of the Group's VIEs and VIEs' subsidiaries as of December 31, 2016 and June 30, 2017, and unaudited consolidated operating results and cash flows information for the six months ended June 30, 2016 and 2017, have been included in the accompanying unaudited condensed consolidated financial statements:

	As of December 31, 2016 RMB	As of June 30, 2017 RMB
Cash and cash equivalents	46,398	28,880
Restricted cash	200	—
Amount due to related parties	—	262
Accounts receivable	20,462	28,698
Inventories, net	735,223	891,159
Advances to suppliers	2,050	2,367
Prepayments and other current assets	16,352	15,284
Total current assets	**820,685**	**966,650**
Property and equipment, net	24,940	27,634
Other non-current assets	1,320	4,346
Total assets	**846,945**	**998,630**
Short-term borrowings	200,000	237,018
Accounts payable	254,537	265,357
Amount due to related parties*	426,762	425,860
Amount due to Founder	2,319	1,660
Advances from customers	40,891	26,686
Accrued expenses and other current liabilities	194,266	237,873
Deferred revenue	5,254	7,752
Total liabilities	1,124,029	1,202,206

* Amounts due to related parties represent the amounts due to Secoo Holding Limited and its subsidiaries, which are eliminated upon consolidation.

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

1. Summary of Significant Accounting Policies (Continued)

	Six Months Ended June 31	
	2016	2017
	RMB	RMB
Total net revenues	902,001	1,235,998
Net (loss) profit	(52,371)	73,508
Net cash used in operating activities	(108,768)	(56,602)
Net cash used in investing activities	(3,839)	(9,918)
Net cash provided by financing activities	22,205	49,002
Net decrease in cash and cash equivalents	(90,402)	(17,518)
Cash and cash equivalents at the beginning of the period	96,042	46,398
Cash and cash equivalents at the end of the period	5,640	28,880

(b) Concentrations and Risks

Concentration of customers and suppliers

There are no customers or suppliers from whom revenue or purchases individually represent greater than 10% of the total revenues or the total purchases of the Group for the six months ended June 30, 2016 and 2017.

Concentration of credit risk

Assets that potentially subject the Group to significant concentrations of credit risk primarily consist of cash and cash equivalents, restricted cash and accounts receivable. As of December 31, 2016 and June 30, 2017, substantial all of the Group's cash and cash equivalents and restricted cash were held by reputable financial institutions located in the PRC and Hong Kong which management believes are of high credit quality and financially sound based on public available information.

The majority of the customers are required to pay in full before or upon taking delivery of the merchandise either through the online payment processing financial institutions or companies or the Group's appointed cash collection delivery companies. To a lesser extent, a portion of the customers pay by installments within a period from 3 to 12 months. Accounts receivable are receivables from the payment processing agents, delivery companies and installment receivable from customers. The risk with respect to accounts receivable is mitigated by credit evaluations the Group performs on these collection agents and customers and its ongoing monitoring process of their outstanding balances. Although accounts receivable are generally unsecured, the Group considers the credit risk of accounts receivable is low.

Currency risk

The Group's operational transactions and its assets and liabilities are primarily denominated in RMB, which is not freely convertible into foreign currencies. The Group's cash and cash equivalents denominated in RMB are subject to such government controls and amounted to RMB46,551 and RMB29,195 as of December 31, 2016 and June 30, 2017. The value of the RMB is subject to changes in the central government policies and international economic and political developments that affect the supply and demand of RMB in the foreign exchange market. In the PRC, certain foreign exchange transactions are required by law to be transacted only by authorized financial institutions at exchange rates set by the

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

1. Summary of Significant Accounting Policies (Continued)

People's Bank of China (the "PBOC"). Remittances from China in currencies other than RMB by the Group must be processed through the PBOC or other China foreign exchange regulatory bodies which require certain supporting documentation in order to effect the remittance.

Interest rate risk

The Group's short-term borrowings bear interests at fixed rates. If the Group were to renew these loans, the Group might be subject to interest rate risk.

(c) Recent Accounting Pronouncement

In May, 2017, the FASB issued ASU 2017-09, *Compensation — Stock compensation (Topic 718)*. This Update provides clarity and reduces both (1) diversity in practice and (2) cost and complexity when applying the guidance in Topic 718, Compensation — Stock Compensation, to a change to the terms or conditions of a share-based payment award. The amendments in this Update provide guidance about which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting in Topic 718. The amendments in this Update are effective for all entities for annual periods, and interim periods within those annual periods, beginning after December 15, 2017. Early adoption is permitted, including adoption in any interim period, for (1) public business entities for reporting periods for which financial statements have not yet been issued and (2) all other entities for reporting periods for which financial statements have not yet been made available for issuance. The amendments in this Update should be applied prospectively to an award modified on or after the adoption date. The Company early adopted this Update in first quarter of 2017, and the early adoption does not have material impact on the condensed consolidated financial statements.

2. Fair Value Measurement

As of December 31, 2016 and June 30, 2017, the Group did not have assets or liabilities measured at fair value on a recurring basis in periods subsequent to their initial recognition.

3. Inventories, net

	As of December 31 2016 RMB	As of June 30, 2017 RMB
Finished goods	757,624	917,092
Less: Inventory write-down	(5,521)	(6,231)
Inventories, net	**752,103**	**910,861**

As of December 31, 2016 and June 30, 2017, Group's inventories amounting to RMB220,683 and RMB250,889 were pledged to Shanghai Pudong Development Silicon Valley Bank for respective bank loans, see note 6.

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

3. Inventories, net (Continued)

The Group recorded RMB683 and RMB710 of write-down for the six months ended June 30, 2016 and 2017 respectively.

4. Prepayments and Other Current Assets

	As of December 31, 2016 RMB	As of June 30, 2017 RMB
Deposits	7,338	6,429
Staff advances	2,187	2,539
Prepaid advertising expense	2,223	2,243
Prepaid rent	1,770	2,340
Capitalized IPO costs	—	4,098
Others	6,369	5,636
Prepayments and Other Current Assets	**19,887**	**23,285**

5. Property and Equipment, net

	As of December 31, 2016 RMB	As of June 30, 2017 RMB
Electronic equipment	26,199	27,827
Transportation equipment	2,650	2,650
Office equipment	10,480	11,479
Leasehold improvements	32,384	36,020
Total Property and Equipment	**71,713**	**77,976**
Less: Accumulated depreciation	(36,517)	(39,836)
Total Property and Equipment, net	**35,196**	**38,140**

Depreciation expenses were RMB6,677 and RMB6,797 for the six months ended June 30, 2016 and 2017, respectively.

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

6. Short-term borrowings

	As of December 31, 2016 RMB	As of June 30, 2017 RMB
Bank loans	200,000	206,018
Other borrowing	—	31,000
Total Short-term borrowings	200,000	237,018

In September 2015, a PRC subsidiary borrowed a loan of RMB150,000 from Xiamen International Bank for a term of two years and at the interest rate of 1.62% during the first year and 1.68% during the second year. To facilitate these borrowings, another subsidiary of the Company in Hong Kong placed cash deposits of RMB155,300 with the bank. The use of such cash deposits and the interest earned thereon are restricted by the bank during the period of the loans. The deposits has a two year term and bear interest at 0.42% during the first year and 0.38% during the second year. This bank loan has certain nonfinancial covenants, including compliance with other borrowing's covenants. The subsidiary did not meet the loan covenant for another borrowing's covenants as of December 31, 2016 and June 30, 2017, as described below. This bank loan is due in September 2017.

In May 2016, the Company's subsidiary entered into a facility agreement with Shanghai Pudong Development Silicon Valley Bank that permits the subsidiary to borrow up to RMB50,000 for one year. On May 11, 2017, the Company repaid RMB50,000 under this facility, and concurrently entered into an amended facility agreement with Shanghai Pudong Development Silicon Valley Bank to increase the facility from RMB50,000 to RMB70,000, among which, the maturity date for RMB50,000 is May 11, 2018 and the remaining RMB20,000 is May 11, 2019. In addition, RMB250,889 of inventories and equipment of RMB17,097 was pledged to the bank as collateral. As of June 30, 2017, the Company drew down RMB56,018 under the amended facility agreement, among which, RMB50,000 will mature on May 11, 2018 and the remaining will mature on April 19, 2019. Both the original facility and amended facility agreements contain certain financial and nonfinancial covenants. As of December 31, 2016, the financial covenants under the original facility were not met. In April 2017, the Bank issued waiver for the original facility. As of June 30, 2017, the financial covenants under amended facility were not met, the facility of RMB6,018 that will mature on April 19, 2019 is presented as current liability. In August 2017, the Bank issued waiver for the amended facility.

On May 5, 2017, a subsidiary of the Company's VIE entered into a short-term borrowing agreement to borrow RMB45,000 from a non-financial institution at an interest rate of 9.35% per annum. The borrowing is payable in five monthly instalments starting in May 2017. The loan is guaranteed by the Company's VIE. As of June 30, 2017, RMB14 million of the short-term borrowing was repaid.

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

7. Accrued Expenses and Other Current Liabilities

	As of December 31, 2016 RMB	As of June 30, 2017 RMB
Accrual for salary and bonus	15,603	20,518
Accrual for employee benefits	34,126	38,345
Advertising fees payable	19,397	24,402
Taxes payable	107,090	128,218
Office expenses	10,395	3,408
Deposits from merchants	9,489	10,757
Professional fees payable	7,103	4,862
Delivery costs payable	4,508	4,637
IPO costs payable	—	3,298
Rent payable	2,610	3,225
Equipment purchase payable	2,121	2,083
Factorings payable	1,210	13,671
Others	1,314	7,598
Accrued Expenses and Other Current Liabilities	**214,966**	**265,022**

8. Income Tax

The Group had no current income tax expense for six months ended June 30, 2016 and 2017, as the companies in the Group either made a loss or had tax loss carry forwards to net against taxable income in the respective periods. Deferred tax benefit was nil for six months ended June 30, 2016 and June 30, 2017 as full valuation allowance was provided for the Group's deferred tax assets because the Group believes that it is more likely than not that these accumulated net operating losses and other deferred tax assets will not be utilized in the foreseeable future.

9. Redeemable Convertible Preferred Shares

Redeemable convertible preferred shares consist of the following:

RMB	Series A-1 Preferred Shares	Series A-2 Preferred Shares	Series B Preferred Shares	Series C Preferred Shares	Series D Preferred Shares	Series E Preferred Shares	Total
Balance as of December 31, 2016	**134,719**	**152,097**	**293,455**	**197,987**	**438,683**	**532,511**	**1,749,452**
Redemption value accretion	9,538	9,918	39,580	28,500	59,183	16,263	**162,982**
Foreign currency translation adjustment	(3,821)	(4,335)	(7,902)	(5,272)	(11,083)	(13,604)	**(46,017)**
Balance as of June 30, 2017	**140,436**	**157,680**	**325,133**	**221,215**	**486,783**	**535,170**	**1,866,417**

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

10. Redeemable non-controlling interest

	Six Months Ended June 30, 2017 RMB
Balance as of January 1	5,082
Comprehensive loss	(114)
Accretion of redeemable noncontrolling interest	362
Balance as of June 30	5,330

In October of 2016, a third party investor acquired 15% of the equity interest of the Company's wholly owned PRC subsidiary at a consideration of RMB5,000. The newly issued shares could be redeemed by the non-controlling shareholder from the redemption start date (i.e. three years from the closing of the financing), the redemption value is equal to RMB5,000 plus 10% of interest and 15% of the net profit attributable to the PRC subsidiary if any for the period beginning October of 2016 to the date of redemption. The redeemable non-controlling interest was recorded outside of permanent equity on the consolidated balance sheet and initially recorded at the carrying value of RMB5,000. The redeemable non-controlling interest is carried at the higher of (1) the initial carrying amount, increased or decreased for the redeemable non-controlling interest's share of net income or loss or (2) the expected redemption value.

11. Share-based Compensation

a. Restricted Ordinary Shares

The amounts of stock compensation expense in relation to the restricted ordinary shares recognized in the six months ended June 30, 2016 and 2017 were RMB249 and nil, respectively.

b. Stock Option Plan

The Company granted 63,450 and 79,000 stock options to employees, all with an exercise price of US$0.001, for the six months ended June 30, 2016 and 2017, respectively. No options are exercisable as at June 30, 2017 and prior to the Company completes a Qualified IPO.

For the six months ended June 30, 2016 and 2017, the Company did not record any stock compensation expenses since the exercisability is dependent upon the Company's IPO, and it is not probable that this performance condition can be achieved until the IPO is effective. The Company will recognize compensation expenses relating to options vested cumulatively upon the completion of the Company's IPO.

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

12. Segment Information

Revenues from different product groups and services are as follows:

	Six Months Ended June 30,	
	2016	2017
	RMB	RMB
Merchandise sales		
Watches	357,417	356,763
Bags	268,245	312,800
Clothing, footwear and accessories	175,087	303,277
Jewelleries	188,104	265,574
Other products	35,839	87,970
Total merchandise sales	**1,024,692**	**1,326,384**
Marketplace and other services:		
Marketplace services	5,252	13,112
Other services	3,173	7,182
Total marketplace and other services	**8,425**	**20,294**
Total net revenues	**1,033,117**	**1,346,678**

The following summarizes the Group's net revenues from the following geographic areas:

	Six Months Ended June 30,	
	2016	2017
	RMB	RMB
Mainland China	902,388	1,227,776
Hong Kong	126,370	110,824
Others	4,359	8,078
Total net revenues	**1,033,117**	**1,346,678**

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

12. Segment Information (Continued)

The following summarizes the Group's long-lived assets (including property and equipment, net and other non-current assets) from the following geographic areas:

	As of December 31, 2016 RMB	As of June 30, 2017 RMB
Mainland China	29,230	36,025
Hong Kong	1,961	2,235
Others	6,188	5,041
Total long-lived assets	**37,379**	**43,301**

13. Net Loss per Share

The following table sets forth the basic and diluted net loss per share computation and provides a reconciliation of the numerator and denominator for the periods presented:

	Six Months Ended June 30,	
	2016 RMB	2017 RMB
Numerator:		
Net profit /(loss)	(74,905)	52,593
Accretion to redeemable non-controlling interest redemption value	—	(362)
Accretion to preferred share redemption value	(255,894)	(162,982)
Numerator for basic and diluted net loss per share calculation	**(330,799)**	**(110,751)**
Denominator:		
Weighted average number of ordinary shares	6,269,733	7,500,000
Denominator for basic and diluted net loss per share calculation	**6,269,733**	**7,500,000**
Net loss per ordinary share		
—Basic and diluted	**(52.76)**	**(14.77)**

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

13. Net Loss per Share (Continued)

The potentially dilutive securities that have not been included in the calculation of diluted net loss per share as their inclusion would be anti-dilutive are as follows:

	Six Months Ended June 30,	
	2016	2017
Stock options	813,537	800,317
Redeemable Convertible Preferred Shares	12,735,807	12,735,807

14. Commitments and Contingencies

Commitments

The Group leases its offices and facilities under non-cancelable operating lease agreements. Rental expenses were RMB17,242 and RMB17,801 for the six months ended June 30, 2016 and 2017, respectively.

As of June 30, 2017, future minimum lease commitments, all under office and facilities non-cancelable operating lease agreements, were as follows:

	Office and facilities RMB
Six-month period ending December 31, 2017	15,643
2018	23,023
2019	15,681
2020	12,238
2021	8,942

Except for those disclosed above, the Group did not have any significant capital or other commitments, long-term obligations, or guarantees as of December 31, 2016 and June 30, 2017.

15. Related Party Transactions

As of December 31, 2016 and June 30, 2017, the Group has an amount due to Mr. Richard Rixue Li, the Company's founder at a total of RMB2,319 and RMB1,660, respectively. Amount was advanced to the Group to fund the working capital requirements of the Group. The amounts were unsecured, non-interest bearing and have no defined repayment term.

During the six months ended June 30, 2016 and 2017, the Company repaid RMB157 and RMB659, respectively, to Mr. Richard Rixue Li.

SECOO HOLDING LIMITED

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(All amounts in thousands, except for share and per share data)

15. Related Party Transactions (Continued)

As of December 31, 2016 and June 30, 2017, the Group has an amount due from Jiangxi Tiangong Hi Tech Co., Ltd., which is controlled by Mr. Richard Rixue Li, at a total of nil and RMB280, respectively. The amounts were unsecured, non-interest bearing and have no defined repayment term.

During the six months ended June 30, 2016 and 2017, the Company lent RMB nil and RMB280, respectively, to Jiangxi Tiangong Hi Tech Co., Ltd.

16. Changes in Deficit

	Ordinary shares		Additional paid-in capital	Accumulated losses	Accumulated other comprehensive income(loss)	Total shareholder's deficit	Non-redeemable non-controlling interest	Total deficit
	Shares	RMB	RMB	RMB	RMB	RMB	RMB	RMB
Balance as of December 31, 2016	**7,500,000**	**47**	**—**	**(1,363,165)**	**(87,072)**	**(1,450,190)**	**2,037**	**(1,448,153)**
Net profit /(loss) for the period			—	52,593	—	52,593	(135)	52,458
Redeemable non-controlling interest redemption value accretion			—	(362)	—	(362)	—	(362)
Redeemable Convertible Preferred Shares redemption value accretion			—	(162,982)	—	(162,982)	—	(162,982)
Foreign currency translation adjustments, net of nil tax			—	—	38,735	38,735	33	38,768
Balance as of June 30, 2017	**7,500,000**	**47**	**—**	**(1,473,916)**	**(48,337)**	**(1,522,206)**	**1,935**	**(1,520,271)**
US$(Note 1)	**7,500,000**	**7**	**—**	**(217,414)**	**(7,130)**	**(224,537)**	**285**	**(224,252)**

17. Subsequent Events

The Group has evaluated subsequent events from the balance sheet date through August 25, 2017, the date at which the unaudited condensed consolidated financial statements were available to be issued.

American Depositary Shares

Secoo Holding Limited

Representing Class A Ordinary Shares

PROSPECTUS

Jefferies

, 2017

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

§ ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime.

Our post-offering amended and restated memorandum and articles of association provide that each officer or director of our company shall be indemnified against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such director or officer, other than by reason of such person's own dishonesty, willful default or fraud, in or about the conduct of our company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such director or officer in defending (whether successfully or otherwise) any civil proceedings concerning our company or its affairs in any court whether in the Cayman Islands or elsewhere.

Pursuant to the indemnification agreements the form of which has been filed as Exhibit 10.2 to this registration statement, we agree to indemnify our directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being such a director or officer.

The underwriting agreement, the form of which will be filed as Exhibit 1.1 to this registration statement, will also provide for indemnification by the underwriters of us and our officers and directors for certain liabilities, including liabilities arising under the Securities Act, but only to the extent that such liabilities are caused by information relating to the underwriters furnished to us in writing expressly for use in this registration statement and certain other disclosure documents.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

§ **ITEM 7. RECENT SALES OF UNREGISTERED SECURITIES.**

During the past three years, we have issued the following securities. We believe that each of the following issuances was exempt from registration under the Securities Act in reliance on Regulation S under the Securities Act regarding sales by an issuer in offshore transactions. No underwriters were involved in these issuances of securities.

Purchaser	Date of Sale or Issuance	Number of Securities	Consideration
Vangoo China Growth Fund II L.P., IDG-Accel China Growth Fund III L.P., IDG-Accel China III Investors L.P., Ventech China II SICAR, Blue Lotus Investment SA and CMC Galaxy Holdings Ltd	July 8, 2014	3,178,652 series D preferred shares	US$35.0 million
Certain officers and employees and a consultant as a group	December 31, 2014	options to purchase 1,120,463 ordinary shares	past and future services to our company
Certain officers and employees as a group	December 31, 2015	options to purchase 136,512 ordinary shares	past and future services to our company
Certain officers and employees as a group	December 31, 2016	options to purchase 63,450 ordinary shares	past and future services to our company
Pingan eCommerce Limited Partnership, Rhythm Way Limited, WJ Investment Group Limited, IDG-Accel China Growth Fund III L.P., IDG-Accel China III Investors L.P., Vangoo China Growth Fund II L.P. and CMC Galaxy Holdings Ltd	July 8, 2015	2,925,658 series E preferred shares	US$55.0 million

§ **ITEM 8. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.**

(a) Exhibits

See Exhibit Index beginning on page II-9 of this registration statement.

The agreements included as exhibits to this registration statement contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties were made solely for the benefit of the other parties to the applicable agreement and (i) were not intended to be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (ii) may have been qualified in such agreement by disclosure that was made to the other party in connection with the negotiation of the applicable agreement; (iii) may apply contract standards of "materiality" that are different from "materiality" under the applicable securities laws; and (iv) were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement.

We acknowledge that, notwithstanding the inclusion of the foregoing cautionary statements, we are responsible for considering whether additional specific disclosure of material information regarding material contractual provisions is required to make the statements in this registration statement not misleading.

(b) Financial Statement Schedules

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the Consolidated Financial Statements or the Notes thereto.

§ **ITEM 9. UNDERTAKINGS.**

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) For the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(4) For the purpose of determining any liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the

underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Beijing, China, on August 25, 2017.

SECOO HOLDING LIMITED

By: /s/ Richard Rixue Li

Name: Richard Rixue Li
Title: Director and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Rixue Li and Shaojun Chen as attorneys-in-fact with full power of substitution for him or her in any and all capacities to do any and all acts and all things and to execute any and all instruments which said attorney and agent may deem necessary or desirable to enable the registrant to comply with the Securities Act of 1933, as amended (the "Securities Act"), and any rules, regulations and requirements of the Securities and Exchange Commission thereunder, in connection with the registration under the Securities Act of ordinary shares of the registrant (the "Shares"), including, without limitation, the power and authority to sign the name of each of the undersigned in the capacities indicated below to the Registration Statement on Form F-1 (the "Registration Statement") to be filed with the Securities and Exchange Commission with respect to such Shares, to any and all amendments or supplements to such Registration Statement, whether such amendments or supplements are filed before or after the effective date of such Registration Statement, to any related Registration Statement filed pursuant to Rule 462(b) under the Securities Act, and to any and all instruments or documents filed as part of or in connection with such Registration Statement or any and all amendments thereto, whether such amendments are filed before or after the effective date of such Registration Statement; and each of the undersigned hereby ratifies and confirms all that such attorney and agent shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Richard Rixue Li Richard Rixue Li	Director and Chief Executive Officer (Principal Executive Officer)	August 25, 2017
/s/ Zhaohui Huang Zhaohui Huang	Director	August 25, 2017
/s/ Jeacy Jisheng Yan Jeacy Jisheng Yan	Director	August 25, 2017
/s/ Jia Guo Jia Guo	Director	August 25, 2017
/s/ Ping Xu Ping Xu	Director	August 25, 2017
/s/ Xian Chen Xian Chen	Director	August 25, 2017

Signature	Title	Date
/s/ Le Yu Le Yu	Director	August 25, 2017
/s/ Shaojun Chen Shaojun Chen	Chief Financial Officer (Principal Financial and Accounting Officer)	August 25, 2017

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the Securities Act of 1933, the undersigned, the duly authorized representative in the United States of Secoo Holding Limited has signed this registration statement or amendment thereto in on August 25, 2017.

Authorized U.S. Representative

By: /s/ Giselle Manon

Name: Giselle Manon
Title: Service of Process Officer

SECOO HOLDING LIMITED

EXHIBIT INDEX

Exhibit Number	Description of Document
1.1*	Form of Underwriting Agreement
3.1	Seventh Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect
3.2*	Form of Amended and Restated Memorandum and Articles of Association of the Registrant (effective upon the closing of this offering)
4.1*	Registrant's Specimen American Depositary Receipt (included in Exhibit 4.3)
4.2*	Registrant's Specimen Certificate for Class A Ordinary Shares
4.3*	Form of Deposit Agreement, among the Registrant, the depositary and holder of the American Depositary Receipts
4.4	Amended and Restated Shareholders Agreement between the Registrant and other parties therein dated July 8, 2015
5.1	Form of opinion of Maples and Calder (Hong Kong) LLP regarding the validity of the ordinary shares being registered and certain Cayman Islands tax matters
8.1	Form of opinion of Maples and Calder (Hong Kong) LLP regarding certain Cayman Islands tax matters (included in Exhibit 5.1)
8.2	Opinion of Han Kun Law Offices regarding certain PRC tax matters (included in Exhibit 99.2)
10.1	2014 Employee Stock Incentive Plan
10.2*	2017 Employee Stock Incentive Plan
10.3	Form of Indemnification Agreement between the Registrant and its directors and executive officers
10.4	Form of Employment Agreement between the Registrant and its executive officers
10.5	English translation of the Share Pledge Agreement between Kutianxia, Beijing Secoo and the shareholders of Beijing Secoo dated May 8, 2017
10.6	English translation of the Exclusive Option Agreement between Kutianxia, Beijing Secoo and the shareholders of Beijing Secoo dated May 24, 2011
10.7	English translation of the Powers of Attorney between Kutianxia and the shareholders of Beijing Secoo taking effect from May 24, 2011
10.8	English translation of the Exclusive Intellectual Property Purchase Agreement between Kutianxia and Beijing Secoo dated May 24, 2011
10.9	English translation of the Exclusive Business Cooperation Agreement between Kutianxia and Beijing Secoo dated May 24, 2011
10.10	The Equity Interest Pledge Agreement between Kutianxia, Beijing Auction and the shareholders of Beijing Auction dated September 15, 2014
10.11	The Exclusive Option Agreement between Kutianxia, Beijing Auction and the shareholders of Beijing Auction dated September 15, 2014

Exhibit Number	Description of Document
10.12	The Powers of Attorney between Kutianxia and the shareholders of Beijing Auction taking effect from September 15, 2014
10.13	The Loan Agreement between Kutianxia and the shareholders of Beijing Auction dated September 15, 2014
10.14	The Exclusive Business Cooperation Agreement between Kutianxia and Beijing Auction dated September 15, 2014
10.15	English translation of the Supplemental Agreement to Exclusive Business Cooperation Agreement between Kutianxia and Beijing Secoo dated March 26, 2015
10.16	The Supplement Agreement to the Exclusive Business Cooperation Agreement between Kutianxia and Beijing Auction dated March 26, 2015
10.17	English translation of the General Credit Contract between Xiamen International Bank Co., Ltd. Beijing Branch and Beijing Secoo dated September 17, 2015
10.18	English translation of the Deposit Account Pledge Agreement between Xiamen International Bank Co., Ltd. Beijing Branch and Hong Kong Secoo dated September 18, 2015
10.19	English translation of the Deposit Account Pledge Agreement between Xiamen International Bank Co., Ltd. Beijing Branch and Hong Kong Secoo dated September 23, 2015
10.20	English translation of the Deposit Account Pledge Agreement between Xiamen International Bank Co., Ltd. Beijing Branch and Hong Kong Secoo dated October 16, 2015
10.21	English translation of the Deposit Account Pledge Agreement between Xiamen International Bank Co., Ltd. Beijing Branch and Hong Kong Secoo dated October 21, 2015
10.22	English translation of the Deposit Account Pledge Agreement between Xiamen International Bank Co., Ltd. Beijing Branch and Hong Kong Secoo dated October 21, 2015
10.23	Facility Agreement for Working Capital Loans among SPD Silicon Valley Bank Co., Ltd., Beijing Secoo, Kutianxia and Shanghai Secoo E-commerce Co., Ltd. dated May 11, 2016
10.24	Debenture constituting a fixed and floating charge over all the assets of Hong Kong Secoo between SPD Silicon Valley Bank Co., Ltd. and Hong Kong Secoo dated May 11, 2016
10.25	Assets Pledge Registration Form of Beijing Secoo dated April 28, 2016
10.26	Amendment Agreement between the Registrant and SPD Silicon Valley Bank Co., Ltd. dated May 11, 2017
10.27	Floating Mortgage Agreement between the Beijing Secoo and SPD Silicon Valley Bank Co., Ltd. dated May 8, 2017
10.28	Guarantee Agreements between the Registrant and SPD Silicon Valley Bank Co., Ltd., and Hong Kong Secoo and SPD Silicon Valley Bank Co., Ltd., both dated May 11, 2017
10.29	Subscription Agreement by and among the Registrant, Rixue Li and Gold Ease Global Limited, date July 21, 2017
10.30	Subscription Agreement by and between the Registrant and YTL E-Solutions Berhad, dated August 14, 2017
21.1	Principal Subsidiaries and Variable Interest Entities of the Registrant
23.1	Consent of KPMG Huazhen LLP
23.2	Form of consent of Maples and Calder (Hong Kong) LLP (included in Exhibit 5.1)

Exhibit Number	Description of Document
23.3	Consent of Han Kun Law Offices (included in Exhibit 99.2)
23.4	Consent of Frost & Sullivan
24.1	Powers of Attorney (included on signature page)
99.1	Code of Business Conduct and Ethics of the Registrant
99.2	Opinion of Han Kun Law Offices regarding certain PRC law matters

* To be filed by amendment.

THE COMPANIES LAW

OF THE CAYMAN ISLANDS

EXEMPTED COMPANY LIMITED BY SHARES

SEVENTH AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION

OF

SECOO HOLDING LIMITED

(Adopted by way of special resolutions passed on July 8, 2015)

NAME

1. The name of the Company is SECOO HOLDING LIMITED.

REGISTERED OFFICE

2. The Registered Office of the Company shall be at the offices of Osiris International Cayman Limited, Suite#4-210, Governors Square, 23 Lime Tree Bay Avenue, PO Box 32311, Grand Cayman KY1-1209, Cayman Islands or at such other place as the directors may from time to time decide.

GENERAL OBJECTS AND POWERS

3. Subject to the following provisions of this Memorandum, the objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law or as revised, or any other law of the Cayman Islands.

LIMITATION OF LIABILITY

4. The liability of each member of the Company is limited to the amount from time to time unpaid on such member's shares.

CURRENCY

5. Shares in the Company shall be issued in the currency of the United States of America.

AUTHORIZED CAPITAL

6. The authorized share capital of the Company is US$50,000 divided into (i) 37,264,193 ordinary shares of a nominal or par value of US$ 0.001 each (the "Ordinary Shares"), (ii) 2,678,572 preferred A shares of a nominal or par value of US$ 0.001 each (the "Series A Preferred Shares" or "Preferred A Shares"), of which 1,250,000 preferred shares are series A-1 convertible redeemable preferred shares (the "Series A-1 Preferred Shares") and 1,428,572 preferred shares are series A-2 convertible redeemable preferred shares (the "Series A-2 Preferred Shares"), (iii) 2,380,952 preferred B shares of a nominal or par value of US$ 0.001 each (the "Series B Preferred Shares" or "Preferred B Shares"), (iv) 1,571,973 preferred C shares of a nominal or par value of US$ 0.001 each (the "Series C Preferred Shares" or "Preferred C Shares"), (v) 3,178,652 preferred D shares of a nominal or par value of US$ 0.001 each (the "Series D Preferred Shares" or "Preferred D Shares") and (vi) 2,925,658 preferred E shares of a nominal or par

value of US$ 0.001 each (the "Series E Preferred Shares" or "Preferred E Shares"), provided always that subject to the Companies Law and the Articles of Association the Company shall have power to redeem or purchase any of its shares and to sub-divide or consolidate the said shares or any of them and to issue all or any part of its capital whether original, redeemed, increased or reduced with or without any preference, priority, special privilege or other rights or subject to any postponement of rights or to any conditions or restrictions whatsoever and so that unless the conditions of issue shall otherwise expressly provide every issue of shares whether stated to be ordinary, preference or otherwise shall be subject to the powers on the part of the Company hereinbefore provided.

EXEMPTED COMPANY

7. If the Company is registered as exempted, its operations will be carried on subject to the provisions of Section 193 of the Companies Law and, subject to the provisions of the Companies Law and the Articles of Association, it shall have the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

REGISTERED SHARES AND BEARER SHARES

8. Shares of the Company may be issued as registered shares only. The Company shall not issue shares in bearer form.

DEFINITIONS

9. The meanings of terms used in this Memorandum of Association are as defined in the Articles of Association.

THE COMPANIES LAW

OF THE CAYMAN ISLANDS

EXEMPTED COMPANY LIMITED BY SHARES

SEVENTH AMENDED AND RESTATED
ARTICLES OF ASSOCIATION

OF

SECOO HOLDING LIMITED

(Adopted by way of a special resolution passed on July 8, 2015)

PRELIMINARY

The regulations in Table A in the Schedule to the Companies Law (as defined below) do not apply to the Company.

1. In these Articles and the Memorandum, if not inconsistent with the subject or context, the words and expressions standing in the first column of the following table shall bear the meanings set opposite them respectively in the second column thereof.

Words	Meanings
Beijing Auction	Beijing Wo Mai Wo Pai Auction Co., Ltd. (□□□□□□□□□□□□□), a limited liability company organized and existing under the laws of the PRC.
Beijing Secoo	Beijing Secoo Trading Co., Ltd. (□□□□□□□□□□□), a limited liability company organized and existing under the laws of the PRC.
Beijing Vehicles	Beijing Secoo Used Motor Vehicles Broker Co., Ltd. (□□□□□□□□□□□□□□□) a limited liability company organized and existing under the laws of the PRC, a wholly-owned subsidiary of Beijing Secoo.
Beijing Zhi Yi	Beijing Zhi Yi Heng Sheng Technology Service Co., Ltd. (□□□□□□□□□□□□□□□□) a limited liability company organized and existing under the laws of the PRC, a wholly-owned subsidiary of the WFOE.
Board or directors	the board of directors of the Company, and "director" means a director of the Company, from time to time, and shall include an alternate director.
BVI 1	SIKU HOLDING LIMITED, a business company incorporated under the laws of the British Virgin Islands.
BVI 2	KUZHIFU HOLDING LIMITED, a business company incorporated under the laws of the British Virgin Islands.
BVI	BVI 1 and BVI 2.

Companies	
Companies Law	means Companies Law, Cap 22 (Law 3 of 1961, as consolidated, modified, re-enacted and revised) of the Cayman Islands.
Founders	LI Rixue and HUANG Zhaohui.
Group Companies	the Company, the HK Co., US Co., Italy Co., the WFOE, Beijing Secoo, Beijing Auction, Shanghai Secoo, Shanghai Financial, Beijing Vehicles and Beijing Zhi Yi.
HK Co.	HONG KONG SECOO INVESTMENT GROUP LIMITED (□□□□□□□□□□□□□), a company organized and existing under the laws of Hong Kong.
IDG Funds	collectively, IDG Technology Venture Investment IV, L.P., IDG-Accel China Growth Fund III L.P. and IDG-Accel China III Investors L.P..
Investor	any of IDG Technology Venture Investment IV, L.P., IDG-Accel China Growth Fund III L.P., IDG-Accel China III Investors L.P., Ventech China II SICAR, Bertelsmann Asia Investment AG, Blue Lotus Investment SA, Vangoo China Growth Fund II L.P., CMC Galaxy Holdings Ltd, Pingan eCommerce Limited Partnership, Rhythm Way Limited and WJ Investment Group Limited, collectively, the "Investors".
Italy Co.	SECOO ITALIA SRL, a company organized and existing under the laws of Italy.

member	the person registered in the Register of Members as the holder of shares in the Company and, when two or more persons are so registered as joint holders of shares, means the person whose name stands first in the Register of Members as one of such joint holders or all of such persons, as the context so requires.
Memorandum	the memorandum of association of the Company, as amended from time to time.
Ordinary Resolution	a resolution passed at a general meeting (or, if so specified, a meeting of members holding a class of shares) of the Company by a simple majority (or such greater number as may be specified in these Articles) of the votes cast, , or a written resolution passed by the unanimous consent of all members entitled to vote.
Original Preferred Share Issue Price	means (i) US$0.8 per Series A-1 Preferred Share, (ii) US$0.8 per Series A-2 Preferred Share, (iii) US$4.2 per Series B Preferred Share, (iv) US$7.25 per Series C Preferred Share, (v) US$11.01 per Series D Preferred Share and (vi) US$18.7992 per Series E Preferred Share, each as adjusted for share dividends, splits, combinations, recapitalizations or similar events.
Ordinary Shares	ordinary shares with the par value of US$0.001 each in the capital of the Company.
Person	an individual, a corporation, a trust, the estate of a deceased individual, a partnership or an unincorporated or association of persons.
Ping An	collectively, Pingan eCommerce Limited Partnership and Rhythm Way Limited.
PRC Companies	the WFOE, Beijing Secoo, Beijing Auction, Shanghai Secoo, Shanghai Financial, Beijing Vehicles and Beijing Zhi Yi.
Preferred Shares	preferred shares with the par value of US$0.001 each in the capital of the Company including Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series B Preferred Shares, Series C Preferred Shares, Series D Preferred Shares and Series E Preferred Shares.
Preferred	shall be as defined in Article 65 below.

Directors	
Previous Series Director	shall be as defined in Article 65 below.
Register of Members	the register of members of the Company.
resolution of directors	(a) a resolution approved at a duly convened and constituted meeting of directors or of a committee of directors by the affirmative vote of a simple majority of the directors present at the meeting who voted and did not abstain; or (b) a resolution consented to in writing by all directors or of all members of the committee, as the case may be.
Restricted Share Agreement	the amended and restated restricted share agreement dated the Closing Date (as defined in the Series E Shares Purchase Agreement), entered into by, among others, the Company and the holders of the Preferred Shares, attached as Schedule A to these Articles.
Restructuring Documents	shall be as defined in the Series E Shares Purchase Agreement.
Series A Investors	IDG Technology Venture Investment IV, L.P., IDG-Accel China Growth Fund III L.P. and IDG-Accel China III Investors L.P.
Series B Investors	Bertelsmann Asia Investment AG, Ventech China II SICAR , Blue Lotus Investment SA, IDG Technology Venture Investment IV, L.P, IDG-Accel China Growth Fund III L.P and IDG-Accel China III Investors L.P.
Series C Investors	Vangoo China Growth Fund II L.P., IDG Technology Venture Investment IV, L.P., IDG-Accel China Growth Fund III L.P. and IDG-Accel China III Investors L.P., Ventech China II SICAR and Blue Lotus Investment SA.
Series D Investors	CMC Galaxy Holdings Ltd, Vangoo China Growth Fund II L.P., IDG-Accel China Growth Fund III L.P., IDG-Accel China III Investors L.P., Ventech China II SICAR and Blue Lotus Investment SA.
Series E Investors	Pingan eCommerce Limited Partnership, Rhythm Way Limited, WJ Investment Group Limited, IDG-Accel China Growth Fund III L.P., IDG-Accel China III Investors L.P., Vangoo China Growth Fund II L.P. and CMC Galaxy Holdings Ltd.
Series A-1 Preferred Shares	Preferred Shares designated as Series A-1 Preferred Shares with par value of US$0.001 each in the capital of the Company, which have the rights set forth in the Memorandum and these Articles.
Series A-2 Preferred Shares	Preferred Shares designated as Series A-2 Preferred Shares with par value of US$0.001 each in the capital of the Company, which have the rights set forth in the Memorandum and these Articles.

Series B Preferred Shares	Preferred Shares designated as Series B Preferred Shares with par value of US$0.001 each in the capital of the Company, which have the rights set forth in the Memorandum and these Articles.
Series C Preferred Shares	Preferred Shares designated as Series C Preferred Shares with par value of US$0.001 each in the capital of the Company, which have the rights set forth in the Memorandum and these Articles.
Series D Preferred	Preferred Shares designated as Series D Preferred Shares with par value of US$0.001 each in the capital of the Company, which have the rights set forth in the

Shares	Memorandum and these Articles.
Series E Preferred Shares	Preferred Shares designated as Series E Preferred Shares with par value of US$0.001 each in the capital of the Company, which have the rights set forth in the Memorandum and these Articles.
Series E Director	shall be as defined in Article 65 below.
Series D Shares Purchase Agreement	the Series D Shares Purchase Agreement dated July 2, 2014 entered into by and among others, the Company and CMC Galaxy Holdings Ltd.
Series E Shares Purchase Agreement	the Series E Shares Purchase Agreement dated July 4, 2015 entered into by and among others, the Company, Pingan eCommerce Limited Partnership, Rhythm Way Limited and WJ Investment Group Limited, IDG-Accel China Growth Fund III L.P., IDG-Accel China III Investors L.P., Vangoo China Growth Fund II L.P. and CMC Galaxy Holdings Ltd.
Securities	shares and debt obligations of every kind, and options, warrants and rights to acquire shares, or debt obligations.
Shanghai Financial	Shanghai Kuxin financial Information Services Co., Ltd. (□□□□□□□□□□□□□□□) a limited liability company organized and existing under the laws of the PRC, a wholly-owned subsidiary of Beijing Secoo.
Shanghai Secoo	Shanghai Secoo E-commerce Co., Ltd. (□□□□□□□□□□□□□) a limited liability company organized and existing under the laws of the PRC, a wholly-owned subsidiary of Beijing Secoo.
Share	a share or shares in the Company and includes a fraction of a share.
Shareholders Agreement	the amended and restated shareholders agreement dated the Closing Date (as defined in the Series E Shares Purchase Agreement), entered into by, among others, the Company and the holders of the Preferred Shares, attached as Schedule B to these Articles.
Special Resolution	a resolution passed at a general meeting (or, if so specified, a meeting of members holding a class of shares) of the Company by a majority of not less than seventy-five percent (75%) (or such greater number as may be specified in these Articles) of the votes cast, or a written resolution passed by unanimous consent of all members entitled to vote.
Seal	any Seal which has been duly adopted as the Seal of the Company.
these Articles	the Articles of Association of the Company, as amended from time to time.
US Co.	SECOO Inc., a company organized and existing under the laws of New York.
WFOE	Ku Tian Xia (Beijing) Information Technology Co., Ltd. (□□□□□□□□□□□□□□□□), a limited liability company organized and existing under the laws of the PRC, a wholly-owned subsidiary of the HK Co..

2. "Written" or any term of like import includes words typewritten, printed, painted, engraved, lithographed, photographed or represented or reproduced by any mode of reproducing words in a visible form, including telex, facsimile, telegram, cable, or other form of writing produced by electronic communication.

3. Save as aforesaid any words or expressions defined in the Companies Law shall bear the same meaning in these Articles.

4. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used in these Articles, it shall equally, where the context admits, include the others.

5. A reference in these Articles to voting in relation to shares shall be construed as a reference to voting by members holding the shares except that it is the votes allocated to the shares that shall be counted and not the number of members who actually voted and a reference to shares being present at a meeting shall be given a corresponding construction.

6. A reference to money in these Articles is, unless otherwise stated, a reference to the currency in which shares in the Company shall be issued according to the provisions of the Memorandum.

REGISTRATION OF SHARES

7. Register of Members

The Board shall cause to be kept in one or more books a Register of Members which may be kept within or outside the Cayman Islands at such place as the directors shall appoint and shall enter therein the following particulars:

(a) the name and address of each member, the number, and (where appropriate) the class of shares held by such member and the amount paid or agreed to be considered as paid on such shares;

(b) the date on which each person was entered in the Register of Members; and

(c) the date on which any person ceased to be a member.

8. Registered Holder Absolute Owner

8.1 The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognise any equitable claim or other claim to, or interest in, such share on the part of any other person.

8.2 No person shall be entitled to recognition by the Company as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way to recognise, (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any other right in respect of any share except an absolute right to the entirety of the share in the holder. If, notwithstanding this Article, notice of any trust is at the holder's request entered in the Register or on a share certificate in respect of a share, then, except as aforesaid:

(a) such notice shall be deemed to be solely for the holder's convenience;

(b) the Company shall not be required in any way to recognise any beneficiary, or the beneficiary, of the trust as having an interest in the share or shares concerned;

(c) the Company shall not be concerned with the trust in any way, as to the identity or powers of the trustees, the validity, purposes or terms of the trust, the question of whether anything done in relation to the shares may amount to a breach of trust or otherwise; and

(d) the holder shall keep the Company fully indemnified against any liability or expense which may be incurred or suffered as a direct or indirect consequence of the Company entering notice of the trust in the Register or on a share certificate and continuing to recognise the

holder as having an absolute right to the entirety of the share or shares concerned.

SHARES, AUTHORIZED CAPITAL, CAPITAL

9. Subject to the provisions of these Articles, the unissued shares of the Company shall be at the disposal of the directors who may, without limiting or affecting any rights previously conferred on the holders of any existing shares or class or series of shares, offer, allot, grant options over or otherwise dispose of shares to such persons, at such times and upon such terms and conditions as the Company may by resolution of directors determine provided that no share shall be issued at a discount except in accordance with the Companies Law.

10. Shares in the Company shall be issued for money, services rendered, personal property, an estate in real property, a promissory note or other binding obligation to contribute money or property or any combination of the foregoing as shall be determined by a resolution of directors.

11. Shares in the Company may be issued for such amount of consideration as the directors may from time to time by resolution of directors determine, except that in the case of shares with par value, the amount shall not be less than the par value, and in the absence of fraud the decision of the directors as to the value of the consideration received by the Company in respect of the issue is conclusive unless a question of law is involved. The consideration in respect of the shares constitutes capital to the extent of thereof and the excess constitutes share premium.

12. A share issued by the Company upon conversion of, or in exchange for, another share or a debt obligation or other security in the Company, shall be treated for all purposes as having been issued for money equal to the consideration received or deemed to have been received by the Company in respect of the other share, debt obligation or security.

13. The Company may issue fractions of a share and a fractional share shall have the same corresponding fractional liabilities, limitations, preferences, privileges, qualifications, restrictions, rights and other attributes of a whole share of the same class or series of shares.

14. Shares may be issued as registered shares only. The Company shall not issue shares in bearer form.

15. Upon the issue by the Company of a share without par value, if an amount is stated in the Memorandum to be authorized capital represented by such shares then each share shall be issued for no less than the appropriate proportion of such amount which shall constitute capital, otherwise the consideration in respect of the share constitutes capital to the extent designated by the directors, except that the directors must designate as capital an amount of the consideration that is at least equal to the amount that the share is entitled to as a preference, if any, in the assets of the Company upon liquidation of the Company.

16. Subject to the provisions of these Articles, the Company may purchase, redeem or otherwise acquire and hold its own shares but in accordance with the Companies Law and the Company be and is hereby authorized to make payment out of capital in connection therewith.

17. Subject to provisions of these Articles, the provisions of the Restricted Share Agreement and the terms of grant of any options under any employee stock option plan adopted by the Company, the Company may not purchase or redeem its own shares without the consent of members whose shares

are to be purchased or redeemed.

18. No purchase or redemption of shares out of capital shall be made unless the directors determine that immediately after the purchase or redemption the Company will be able to satisfy its liabilities as they become due in the ordinary course of its business and unless it is in compliance with the provisions of the Companies Law.

19. Subject to provisions of these Articles, shares that the Company purchases, redeems or otherwise acquires pursuant to the preceding paragraph shall be cancelled and available for re-issue thereafter.

TRANSFER OF SHARES

20. Subject to the provisions of these Articles and the Shareholders' Agreement, registered shares in the Company may be transferred by a written instrument of transfer signed by the transferor and containing the name and address of the transferee, but in the absence of such written instrument of transfer, the directors may accept such evidence of a transfer of shares as they consider appropriate.

21. The Company shall not be required to treat a transferee of a registered share in the Company as a member until the transferee's name has been entered in the Register of Members.

22. Subject to the provisions of these Articles and the Shareholders' Agreement, the Company must on the application of the transferor or transferee of a registered share in the Company enter in the Register of Members the name of the transferee of the share; provided that, the directors, subject to and in accordance with contractual commitments regarding the transfer of shares that the Company may from time to time have, may decline to register any transfer of shares in violation of such commitments. If the directors refuse to register a transfer, they shall notify the transferee within sixty (60) days of such refusal.

VARIATION OF CLASS RIGHTS

23. If at any time the authorized capital is designated into different classes or series of shares, subject to compliance with other consent or approval requirements under these Articles, the rights attached to any class or series (unless otherwise provided by the terms of issuance of the shares of that class or series) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of at least fifty percent (50%) of the issued shares of that class or series, which may be affected by such variation.

24. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not be deemed to be varied by the creation or issuance of further shares ranking *pari passu* therewith.

TRANSMISSION OF SHARES

25. The executor or administrator of a deceased member, the guardian of an incompetent member or the trustee of a bankrupt member shall be the only person recognized by the Company as having any title to his share but they shall not be entitled to exercise any rights as a member until they have proceeded as set forth in the next following three regulations.

26. The production to the Company of any document which is evidence of probate of the will, or letters of administration of the estate, or confirmation as executor, of a deceased member or of the appointment of a guardian of an incompetent member or the trustee of a bankrupt member shall be accepted by the Company even if the deceased, incompetent or bankrupt member is domiciled outside the Cayman Islands if the document evidencing the grant of probate or letters of administration, confirmation as executor, appointment as guardian or trustee in bankruptcy is issued by a foreign court which had competent jurisdiction in the matter. For the purpose of establishing whether or not a foreign court had competent jurisdiction in such a matter the directors may obtain appropriate legal advice. The directors may also require an indemnity to be given by the executor, administrator, guardian or trustee in bankruptcy.

27. Any person becoming entitled by operation of law or otherwise to a share or shares in consequence of the death, incompetence or bankruptcy of any member may be registered as a member upon such evidence being produced as may reasonably be required by the directors. An application by any such person to be registered as a member shall for all purposes be deemed to be a transfer of shares of the deceased, incompetent or bankrupt member and the directors shall treat it as such.

28. Any person who has become entitled to a share or shares in consequence of the death, incompetence or bankruptcy of any member may, instead of being registered himself, request in writing that some person to be named by him be registered as the transferee of such share or shares and such request shall likewise be treated as if it were a transfer.

29. What amounts to incompetence on the part of a person is a matter to be determined by the court having regard to all the relevant evidence and the circumstances of the case.

REDUCTION OR INCREASE IN AUTHORIZED CAPITAL OR CAPITAL

30. Subject to the provisions of these Articles, the Company may from time to time by a Special Resolution alter the conditions of its Memorandum to increase its share capital by new shares of such amount as it thinks expedient or, if the Company has shares without par value, increase its share capital by such number of shares without nominal or par value, or increase the aggregate consideration for which its shares may be issued, as it thinks expedient.

31. Subject to the provisions of these Articles, the Company may from time to time by a Special Resolution alter the provisions of its Memorandum or these Articles to:

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) subdivide its shares or any of them into shares of an amount smaller than that fixed by the Memorandum; or

(c) cancel shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled or, in the case of shares without par value, diminish the number of shares into which its capital is divided.

32. For the avoidance of doubt, Article 31(a) and (b) above do not apply if at any time the shares of the Company have no par value.

33. Subject to the provisions of these Articles, the Company may from time to time by Special Resolution reduce its share capital.

34. Subject to the provisions of these Articles, including the provisions set forth in Article 106 and 130, and without prejudice to any special rights conferred thereby on the holders of any other shares or class of shares, the share capital of the Company shall be divided into Ordinary Shares and Preferred Shares. The holders of Ordinary Shares, subject to provisions of these Articles, shall:

(a) be entitled to one (1) vote per share;

(b) be entitled to such dividends as the Board may from time to time declare; and

(c) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganization or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company.

The holders of the Preferred Shares shall be entitled to the rights set out in the following Articles.

CONVERSION OF PREFERRED SHARES

35. Conversion Rights. Unless converted earlier pursuant to Article 36 below, each holder of Preferred Shares shall have the right, at such holder's sole discretion, to convert all or any portion of the Preferred Shares into Ordinary Shares at any time.

The conversion rate for Preferred Shares shall be determined by dividing the applicable Original Preferred Share Issue Price by the respective conversion price of such class of Preferred Shares then in effect at the date of the conversion. The initial conversion price of a Preferred Share will be its respective Original Preferred Share Issue Price (i.e., a 1-to-1 initial conversion ratio), which will be subject to adjustments to reflect stock dividends, stock splits and other events, as provided in Article 39 below (the "Preferred Share Conversion Price").

Nothing in this Article 35 shall limit the automatic conversion rights of Preferred Shares described in Article 36 below.

36. Automatic Conversion. Each Preferred Share shall automatically be converted into Ordinary Shares, at the then applicable Preferred Share Conversion Price (i) upon the closing of a firm commitment underwritten public offering of the Ordinary Shares of the Company in the United States, that has been registered under the Securities Act of 1933, as amended (the "Securities Act"), with an implied market capitalization of the Company prior to such public offering being no less than five hundred and fifty million U.S. dollars (US$550,000,000) and the net proceeds (after deducting the underwriter's fees, fees for legal counsel and other advisors) to the Company of no less than one hundred and thirty million U.S. dollars (US$130,000,000); or, (b) in a similar public offering of the Ordinary Shares of the Company in Hong Kong or another jurisdiction which results in the Ordinary Shares trading publicly on a recognized international securities exchange; provided that such offering in terms of price, net proceeds, implied market capitalization and regulatory approval is reasonably equivalent to the aforementioned public offing in the United States and is subject to the prior written approval of the holders of at least a majority of the Series A Preferred Shares, the holders of at least a majority of the Series B Preferred Shares, the holders of at least a majority of the Series C Preferred Shares, the holders of at least a majority of the Series D Preferred Shares and the holders of at least a majority of the Series E Preferred Shares (each voting as a separate class and on an as-converted basis) (paragraphs (a) or (b), a "Qualified Public Offering"), or (ii) upon the prior written approval of the holders of at least a majority of each series of the Preferred Shares (calculated and voting separately in their respective single class on as-converted basis, and particularly for Series C Preferred Shares holders, approval by the holders of Series C Preferred Shares representing more than seventy-five percent (75%) of Series C Preferred Shares). In the event of the automatic conversion of the Preferred Shares as aforesaid, the person(s) entitled to receive the Ordinary Shares issuable upon such conversion of Preferred Shares shall not be deemed to have converted such Preferred Shares until immediately prior to the closing of such Qualified Public Offering.

37. Mechanics of Conversion. No fractional Ordinary Share shall be issued upon conversion of the Preferred Shares. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall pay cash equal to such fraction multiplied by the then effective Preferred Share Conversion Price. Before any holder of Preferred Shares shall be entitled to convert the same into full Ordinary Shares and to receive certificates therefor, he shall surrender the certificate or certificates therefor, at the office of the Company or of any transfer agent for the Preferred Shares and shall give written notice to the Company at such office that he elects to convert the same. The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Shares a certificate or certificates for the number of Ordinary Shares to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional Ordinary Shares, if any, and shall update the Register of Members. Such conversion shall be deemed to have been made immediately prior to close of business on the date of such surrender of the shares of Preferred Shares to be converted, and the person or persons entitled to receive the Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Ordinary Shares on such date after its name is recorded in the Register of Members as the holder of such Ordinary Shares. The directors may effect conversion in any matter permitted by law including, without prejudice to the generality of the foregoing, repurchasing or redeeming the relevant Preferred Shares and applying the proceeds towards the issue of the relevant number of new Ordinary Shares.

38. Reservation of Shares Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued Ordinary Shares solely for the purpose of effecting the conversion of the shares of the Preferred Shares such number of its Ordinary Shares as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Shares, and if at any time the number of authorized but unissued Ordinary shares shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Shares, in addition to such other remedies as shall be available to the holder of such Preferred Shares, the Company will take such corporate action as may, in the opinion of its legal counsel, be necessary to increase its authorized but unissued Ordinary Shares to such number of shares as shall be sufficient for such purposes.

ADJUSTMENTS TO SHARE PRICE

39. Special Definitions. For purposes of this Article 39, the following definitions shall apply:

(i) "**Options**" mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Ordinary Shares or Convertible Securities.

(ii) "**Original Issue Date**" for each class of Preferred Shares shall mean the date on which the first such Preferred Shares was issued.

(iii) "**Convertible Securities**" shall mean any evidences of indebtedness, shares (other than the Preferred Shares and Ordinary Shares) or other securities directly or indirectly convertible into or exchangeable for Ordinary Shares.

(iv) "**Additional Ordinary Shares**" for each class of Preferred Shares shall mean all Ordinary Shares (including reissued shares) issued (or, pursuant to Article 39(c), deemed to be issued) by the Company after the Original Issue Date, other than:

(A) any Ordinary Shares (and/or options or warrants therefor) issued to employees, officers, directors, contractors, advisors or consultants of the Company pursuant to the Company's employee share option plans approved by the Board (including the affirmative vote of all the Preferred Directors), provided that the total number of such Ordinary Shares shall not exceed 1,307,672 shares (as adjusted for share dividends, splits, combinations, recapitalizations or similar events);

(B) any Preferred Shares and the Ordinary Shares issued pursuant to the conversion of Preferred Shares;

(C) any securities issued in connection with any share split, share dividend or other similar event in which all the holders of the Preferred Shares are entitled to participate on a pro rata basis;

(D) Ordinary Shares issued upon conversion or exercise of options, warrants, or other securities that are outstanding and issued before Original Issue Date;

(E) any securities issued pursuant to a Qualified Public Offering; and

(F) any securities issued pursuant to the acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization duly approved in accordance with Article 41 in which the Company acquires, in a single transaction or series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity.

(b) No Adjustment to Conversion Price. No adjustment in a Preferred Share Conversion Price shall be made in respect of the issuance of Additional Ordinary Shares unless the consideration per share for an Additional Ordinary Share issued or deemed to be issued by the Company is less than such Preferred Share Conversion Price in effect on the date of and immediately prior to such issuance.

(c) Deemed Issuance of Additional Ordinary Shares. In the event the Company at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number that would result in an adjustment pursuant to clause (ii) below) of Ordinary Shares issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Ordinary Shares issued as of the time of such issuance or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Ordinary Shares shall not be deemed to have been issued with respect to Preferred Shares, unless the consideration per share (determined pursuant to Article 39(e) hereof) of such Additional Ordinary Share would be less

than the Preferred Share Conversion Price in effect on the date of and immediately prior to such issuance, or such record date, as the case may be, and provided further that in any such case in which Additional Ordinary Shares are deemed to be issued:

(i) no further adjustment to the Preferred Share Conversion Price shall be made upon the subsequent issuance of Convertible Securities or Ordinary Shares upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(ii) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Company, or increase or decrease in the number of Ordinary Shares issuable, upon the exercise, conversion or exchange thereof, the Preferred Share Conversion Price computed upon the original issuance thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(iii) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been fully exercised, the Preferred Share Conversion Price computed upon the original issuance thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration be recomputed as if:

(A) in the case of Convertible Securities or Options for Ordinary Shares, the only Additional Ordinary Shares issued were Ordinary Shares, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Company for the issuance of all such Options, whether or not exercised, plus the consideration actually received by the Company upon such exercise, or for the issuance of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Company upon such conversion or exchange, and

(B) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issuance of such Options, and the consideration received by the Company for the Additional Ordinary Shares deemed to have been then issued was the consideration actually received by the Company for the issuance of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Company upon the issuance of the Convertible Securities with respect to which such Options were actually exercised;

(iv) no readjustment pursuant to clause (ii) or (iii) above shall have the effect of increasing the Preferred Share Conversion Price to an amount which exceeds the lower of (i) the Preferred Share Conversion Price immediately prior to the original adjustment date, or (ii) the Preferred Share Conversion Price that would have resulted from any issuance of Additional Ordinary Shares between the original adjustment date and such readjustment date; and

(v) in the case of any Options which expire by their terms not more than thirty (30) days after the date of issuance thereof, no adjustment of the Preferred Share Conversion Price shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the manner provided in clause (iii) above.

(d) Adjustment of Preferred Share Conversion Price upon Issuance of Additional Ordinary Shares below the Preferred Share Conversion Price. In the event that the Company shall issue any Additional Ordinary Shares (including those deemed to be issued pursuant to Article 39 (c))

without consideration or at a subscription price per Ordinary Share (on an as-converted basis) less than any of the Preferred Share Conversion Price in effect on the date of and immediately prior to such issuance, then the applicable Preferred Share Conversion Price for such Preferred Shares shall forthwith be adjusted to a price determined by multiplying such Preferred Share Conversion Price in effect for such Preferred Shares immediately prior to such issue of Additional Ordinary Shares by a fraction, the numerator of which shall be the number of Ordinary Shares Outstanding (as defined below) immediately prior to such issuance plus the number of Ordinary Shares that the aggregate consideration received by the Company for such issuance would purchase at such Preferred Share Conversion Price in effect for such Preferred Shares immediately prior to such issue of Additional Ordinary Shares; and the denominator of which shall be the number of Ordinary Shares Outstanding (as defined below) immediately prior to such issuance plus the number of such Additional Ordinary Shares. For purposes of this Article, the term "Ordinary Shares Outstanding" shall mean and include the following: (1) outstanding Ordinary Shares, (2) Ordinary Shares issuable upon conversion of outstanding Preferred Shares, (3) Ordinary Shares issuable upon exercise of outstanding share options, and (4) Ordinary Shares issuable upon exercise (and, in the case of warrants to purchase Preferred Shares, conversion) of outstanding warrants. Shares described in (1) through (4) above shall be included whether vested or unvested, whether contingent or non-contingent and whether exercisable or not yet exercisable.

(e) Determination of Consideration. For purposes of this Article 39, the consideration received by the Company for the issuance of any Additional Ordinary Shares shall be computed as follows:

(i) Cash and Property. Except as provided in clause (ii) below, such consideration shall:

(A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company excluding amounts paid or payable for accrued interest for accrued dividends;

(B) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issuance, as determined in good faith by the Board; provided, however, that no value shall be attributed to any services performed by any employee, officer or director of the Company; and

(C) in the event Additional Ordinary Shares are issued together with other shares or securities or other assets of the Company for consideration which covers both, be the proportion of such consideration so received with respect to such Additional Ordinary Shares, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board.

(ii) Options and Convertible Securities. The consideration per share received by the Company for Additional Ordinary Shares deemed to have been issued pursuant to Article 39(c), relating to Options and Convertible Securities, shall be determined by dividing

(A) the total amount, if any, received or receivable by the Company as consideration for the issuance of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Company upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(B) the maximum number of Ordinary Shares (as set forth in the instruments relating thereto, without regard to any provision contained therein for a

subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(f) Adjustments for Share Dividends, Subdivisions, Combinations or Consolidations of Ordinary Shares. In the event the outstanding Ordinary Shares shall be subdivided (by share dividend, share split, or otherwise), into a greater number of Ordinary Shares, the Preferred Share Conversion Price shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding Ordinary Shares shall be combined or consolidated, by reclassification or otherwise, into a lesser number of Ordinary Shares the Preferred Share Conversion Price shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

(g) Adjustments for Other Distributions. In the event the Company at any time or from time to time makes, or files a record date for the determination of holders of Ordinary Shares entitled to receive any distribution payable in securities or assets of the Company other than Ordinary Shares, then and in each such event provision shall be made so that the holders of Preferred Shares shall receive upon conversion thereof, in addition to the number of Ordinary Shares receivable thereupon, the amount of securities or assets of the Company which they would have received had their Preferred Shares been converted into Ordinary Shares on the date of such event and had they thereafter, during the period from the date of such event to and including the date of conversion, retained such securities or assets receivable by them as aforesaid during such period, subject to all other adjustment called for during such period under this Article 39 with respect to the rights of the holders of the Preferred Shares.

(h) Adjustments for Reclassification, Exchange and Substitution. If the Ordinary Shares issuable upon conversion of the Preferred Shares shall be changed into the same or a different number of shares of any other class or classes of shares, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then and in each such event the holder of each share of Preferred Shares shall have the right thereafter to convert such share into the kind and amount of shares and other securities and property receivable upon such reorganization or reclassification or other change by holders of the number of Ordinary Shares that would have been subject to receipt by the holders upon conversion of the Preferred Shares immediately before that change, all subject to further adjustment as provided herein.

(i) Other Dilutive Events. If any event occurs as to which the other provisions of this Article 39 are not strictly applicable but the failure to make any adjustment would not fairly protect the anti-dilution rights of the holders of the Preferred Shares set forth in this Article 39 in accordance with the essential intent and principles hereof, then, in each case, the Board shall make appropriate adjustment in the Preferred Share Conversion Price or otherwise so as to protect the rights of the holders of the Preferred Shares.

(j) No Impairment. The Company will not, by the amendment of its Memorandum and these Articles or through any reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company but will at all times in good faith assist in the carrying out of all the provisions of Article 39 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Preferred Shares against impairment.

(k) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Preferred Share Conversion Price pursuant to Article 39, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any holder of Preferred Shares, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Preferred Share Conversion Price at the time in effect, and (iii) the number of Ordinary Shares and the amount, if any, of other property which at the time would be received upon the conversion of such Preferred Shares.

(l) Miscellaneous.

(i) All calculations under this Article 39 shall be made to the nearest one hundredth (1/100) of a cent or to the nearest one hundredth (1/100) of a share, as the case may be.

(ii) The holders of at least fifty percent (50%) of the outstanding Preferred Shares of the affected series (calculated and voting together on as-converted basis) shall have the right to challenge any determination by the Board of fair value pursuant to this Article 39, in which case such determination of fair value shall be made by an independent appraiser selected jointly by the Board and the challenging parties, the cost of such appraisal to be borne equally by the Company and the challenging parties.

(iii) No adjustment in the Preferred Share Conversion Price need be made if such adjustment would result in a change in such conversion price of less than US$0.01. Any adjustment of less than US$0.01 which is not made shall be carried forward and shall be made at the time of and together with any subsequent adjustment which, on a cumulative basis, amounts to an adjustment of US$0.0l or more in such conversion price.

VOTING RIGHTS

40. Each Preferred Share shall carry a number of votes equal to the number of Ordinary Shares into which such holder's collective Preferred Shares are convertible immediately after the close of business on the record date for determination of the shareholders entitled to vote on such matters, or, if no such record date is established, on the date such vote is taken or any written consent of shareholders is solicited. To the extent that applicable law,

these Articles or the Shareholders Agreement require the Preferred Shares to vote separately as a class with respect to any matters, or with respect to any matters provided in Article 41, the Preferred Shares shall vote separately as a class or classes with respect to such matters. Otherwise, the holders of Preferred Shares and Ordinary Shares shall vote together as a single class.

PROTECTIVE PROVISIONS

41. Preferred Shareholders' Consent. For so long as any Preferred Shares are outstanding, the following acts of the Group Companies and any resolution approving the same, shall require the prior written approval or the affirmative votes of (i) more than sixty-six and two thirds percent (66 2/3%) of the Preferred Shares (voting together as a single class on as-converted basis), (ii) more than sixty-six and two thirds percent (66 2/3%) of the Series C Preferred Shares (voting together as a single class on as-converted basis), (iii) more than fifty percent (50%) of the Series D Preferred Shares (voting together as a single class on as-converted basis) and (iv) more than fifty percent (50%) of the Series E Preferred Shares (voting together as a single class on as-converted basis):

(a) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Preferred Shares;

(b) any action that authorizes, creates or issues any class of shares of the capital of the Company having preferences superior to or on a parity with the Preferred Shares or any new issuance of any securities of the Company;

(c) any action that reclassifies any outstanding shares into shares having preferences or priority as to dividends or assets senior to or on a parity with the preference of the Preferred Shares;

(d) any material amendment of the Company's Memorandum and Articles of Association or other charter documents of any Group Company that would adversely affect the rights of the Preferred Shares;

(e) the sale of all or substantially of any of the Group Company's assets, or any material asset or undertaking of any Group Company;

(f) the increase or decrease of the size of the Board/board of directors of any Group Company;

(g) the sale, transfer, licensing, pledge or encumbrance technology or intellectual property of any Group Company, other than non-exclusive licenses granted in the ordinary course of business of such Group Company;

(h) any change in the equity ownership of the Group Companies or any amendment or modification to or waiver under any of captive structure documents executed by the Group Companies, the Founders and other parties thereto, including without limitation, the Restructuring Documents;

(i) the liquidation or dissolution of any of the Group Company;

(j) any merger, consolidation or amalgamation of any Group Company with any other entity or entities or any spin-off, sub-division, or any other transaction of a similar nature or having a similar economic effect as any of the foregoing, or other forms of restructuring of any Group Company;

(k) the declaration or payment of a dividend on the Ordinary Shares (other than a dividend payable solely in shares of Ordinary Shares);

(l) any transaction or matter in which any Group Company will act as guarantor or will be required to pledge its assets;

(m) any transaction between (i) any Group Company and (ii) any Shareholder or the director, officer or employee of any Group Company or their associates and affiliates, unless such transaction occurs in the ordinary course of business of the Company and on normal commercial terms and has been fully disclosed in writing to the Preferred Shareholders prior to the entering into of such transaction;

(n) the initial public offering of any of the Shares or other equity or debt securities of any Group Company (or as the case may be, the shares or securities of the relevant entity resulting from any merger, reorganization or other arrangements made by or to the Company for the purposes of public offering); or

(o) any other matter that would materially adversely affect the rights, preferences and privileges of the Series E Preferred Shares or the Series D Preferred Shares.

Where any Special Resolution or Ordinary Resolution of the Company in a general meeting is required to approve any of the matters specified in this Article 41 and such matter has not received the approval of holders of more than sixty-six and two third percent (66 2/3%) of the Preferred Shares (voting together as a single class on an as-converted basis), holders of more than sixty-six and two third percent (66 2/3%) of the Series C Preferred shares (voting together as a single class on an as-converted basis), holders of more than fifty percent (50%) of the Series D Preferred Shares (voting together as a single class on an as-converted basis) and holders of more than fifty percent (50%) of the Series E Preferred Shares (voting together as a single class on an as-converted basis) as required by this Article 41, the holders of the Preferred Shares who voted against the resolution shall have the number of votes equal to the votes of all members who voted for the resolution plus one.

42. Board Consent. For so long as any Preferred Shares are outstanding, the following acts by the Group Companies and any resolution approving the same shall in each case require the prior written approval of a majority of the Board, which majority shall include all the Preferred Directors:

(a) the acquisition (by way of purchase or otherwise) by any Group Company of any interest in any real property except a lease of office premises;

(b) the adoption of the annual budget, business plan and the establishment of performance milestones or corporate benchmarks for the Group Companies, and any material deviations therefrom;

(c) the establishment or acquisition of any subsidiary or joint venture;

(d) incurrence of indebtedness in excess of US$300,000 individually or in excess of US$1,500,000 in the aggregate during any fiscal year;

(e) any loans by any Group Company to any director, officer or employee;

(f) the purchase or lease by any Group Company of any motor vehicle valued in excess of US$25,000;

(g) the purchase by any Group Company of any securities of any other company in excess of US$30,000 individually or in the aggregate in a consecutive twelve (12)-month period;

(h) the increase in compensation of any of the five (5) most highly compensated employees of any Group Company by more than twenty-five percent (25%) in a consecutive twelve (12)-month period;

(i) any transaction or series of transactions between any Group Company and any holder of Ordinary Shares, director, officer or employee of any Group Company that is not in the ordinary course of business or for which the aggregate value exceeds US$30,000;

(j) any material changes in any Group Company's business plan or the appointment of any directors in any Group Company;

(k) any amendment or adoption of any new employee stock option plan (or increase of any share reserve thereunder), or approving changes to senior management compensation and bonuses;

(l) dismissal or appointment of certain key executives of the Group Companies (including without limitation, CEO, CFO (or Financial VP or Financial Controller), CTO or other management personnel above the vice-president level);

(m) any change in the accounting methods of the Company or any change in the Company's auditors;

(n) any fund transfer from the Company to any PRC Company that is of an amount of more than or RMB500,000 (for a single transfer or an aggregate sum of a series of consequent transfers within one month); or

(o) any change in the scope, nature and/or activities or business of the Company or any other Group Company.

MEETINGS AND CONSENTS OF MEMBERS

43. The directors may convene meetings of the members of the Company at such times and in such manner and places within or outside the Cayman Islands as the directors consider necessary or desirable.

44. Upon the written request of members holding ten percent (10%) or more of the outstanding voting shares in the Company, the directors shall convene a meeting of members promptly, and in any event within ten (10) business days, following receipt by the Company of such a request.

45. The directors shall give not less than seven (7)-day notice of meetings of members to those persons whose names on the date the notice is given appear as members in the share register of the Company and are entitled to vote at the meeting.

46. The directors may fix the date notice is given of a meeting of members as the record date for determining those shares that are entitled to vote at the meeting.

47. A meeting of members may be called on short notice:

(a) if members holding not less than ninety percent (90%) of the total number of shares entitled to vote on all matters to be considered at the meeting, or ninety percent (90%) of the votes of each class or series of shares where members are entitled to vote thereon as a class or series together with not less than a ninety percent (90%) majority of the remaining votes, have agreed to short notice of the meeting, or

(b) if all members holding shares entitled to vote on all or any matters to be considered at the meeting have waived notice of the meeting and for this purpose presence at the meeting shall be deemed to constitute waiver.

48. The inadvertent failure of the directors to give notice of a meeting to a member, or the fact that a member has not received notice, does not invalidate the meeting.

49. A member may be represented at a meeting of members by a proxy who may speak and vote on behalf of the member.

50. The instrument appointing a proxy shall be produced at the place appointed for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote.

51. An instrument appointing a proxy shall be in substantially the following form or such other form as the Chairman of the meeting shall accept as properly evidencing the wishes of the member appointing the proxy.

(Name of Company)

I/We being a member of the above Company with shares HEREBY APPOINT of or failing him of to be my/our proxy to vote for me/us at the meeting of members to be held on the day of and at any adjournment thereof.

(Any restrictions on voting to be inserted here.)

Signed this day of

_____

Member

52. The following shall apply in respect of joint ownership of shares:

(a) if two or more persons hold shares jointly each of them may be present in person or by proxy at a meeting of members and may speak as a member;

(b) if only one of the joint owners is present in person or by proxy he may vote on behalf of all joint owners; and;

(c) if two or more of the joint owners are present in person or by proxy they must vote as one.

53. A member shall be deemed to be present at a meeting of members if he participates by telephone or other electronic means and all members participating in the meeting are able to hear each other.

54. No business shall be transacted at any meeting of members unless a quorum is present. The quorum for a meeting of members shall be such member(s) present in person or by proxy holding (i) not less than a majority of the votes of the shares or class or series of shares entitled to vote on a resolution of members to be considered at the meeting, and (ii) not less than a majority of the issued Preferred Shares.

55. If within two (2) hours from the time appointed for the meeting a quorum is not present within one (1) hour from the time appointed for the meeting, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the next business day at the same time and place or to such other time and place as the directors may determine, and if at the adjourned meeting, a quorum is not present, those present shall constitute a quorum.

56. At every meeting of members, the Chairman of the Board shall preside as Chairman of the meeting. If there is no Chairman of the Board or if the Chairman of the Board is not present at the meeting, the members present shall choose someone of their number to be the Chairman. If the members are unable to choose a Chairman for any reason, then the person representing the greatest number of voting shares present in person or by prescribed proxy at the meeting shall preside as Chairman failing which the oldest individual member or representative of a member present shall take the chair.

57. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time, from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

58. At any meeting of the members the Chairman shall be responsible for deciding in such manner as he shall consider appropriate whether any resolution has been carried or not and the result of his decision shall be announced to the meeting and recorded in the minutes thereof.

59. Any person other than an individual shall be regarded as one member and subject to the specific provisions hereinafter contained for the appointment of representatives of such persons the right of any individual to speak for or represent such member shall be determined by the law of the jurisdiction where, and by the documents by which, the person is constituted or derives its existence. In case of doubt, the directors may in good faith seek legal advice from any qualified person and unless and until a court of competent jurisdiction shall otherwise rule, the directors may rely and act upon such advice without incurring any liability to any member.

60. Any person other than an individual which is a member of the Company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorized shall be entitled to exercise the same power on behalf of the person which he represents as that person could exercise if it were an individual member of the Company.

61. The Chairman of any meeting at which a vote is cast by proxy or on behalf of any person other than an individual may call for a notarially certified copy of such proxy or authority which shall be produced within seven (7) days of being so requested or the votes cast by such proxy or on behalf of such person shall be disregarded.

62. Directors may attend and speak at any meeting of members of the Company and at any separate meeting of the holders of any class or series of shares in the Company.

63. An action that may be taken by the members at a meeting may also be taken by a resolution of members consented to in writing or by telex, telegram, cable, facsimile or other written electronic communication by all the members, without the need for any notice. The consent may be in the form of counterparts, each counterpart being signed by one or more members.

DIRECTORS

64. The first directors of the Company shall be appointed by the subscriber to the Memorandum; and thereafter, the directors shall be elected by the members for such term as the members determine.

65. The Company shall be managed by a Board consisting of no more than eleven (11) directors, which number of directors shall not be changed except pursuant to an amendment to these Articles. Whereby:

The BVI Companies (so long as any of them continues to hold shares in the Company) shall be entitled to appoint and remove six (6) directors (the "Ordinary Directors") by notice in writing to the Company, Ping An (so long as it continues to hold shares in the Company) shall be entitled to appoint and remove one (1) director (the "Series E Director") by notice in writing to the Company, CMC Galaxy Holdings Ltd, Vangoo China Growth Fund II L.P., Ventech China II SICAR and IDG Funds (so long as they continue to hold shares in the Company) shall each be entitled to appoint and remove one (1) director by notice in writing to the Company (the "Previous Series Director", and together with the Series E Director, the "Preferred Directors"). The BVI Companies and the Investors may remove any director appointed by them by notice in writing to the Company, with or without cause and appoint a new director in his/her place by notice in writing to the Company and the other members. For the avoidance of doubt, if the BVI Companies appoint less than six (6) Ordinary Directors, LI Rixue shall be entitled to have such number of votes at any meeting of directors which is equal to the difference between six (6) and the number of Ordinary Directors other than LI Rixue.

The rights with respect to appointment of directors set forth in Section 65 shall terminate upon the consummation of a Qualified Public Offering.

66. (a) Any director of the Company may be removed from the Board by the members of the Company by an Ordinary Resolution, but with respect to a director appointed pursuant to Article 65, only upon the vote or written consent of the members entitled to appoint such director. Any vacancies created by the resignation, removal or death of a director appointed pursuant to Article 65 shall be filled pursuant to Article 65.

(b) If any member of the Company ceases to hold shares of the Company, such member shall remove the director(s) appointed by it pursuant to Article 65 by notice to the Company. If such member fails to give notice to the Company to remove the director appointed by it, the Company may, by Ordinary Resolution, remove such director.

(c) In the event that Ping An is no longer entitled to appoint any director to the Board for whatever reasons, it shall be entitled to appoint one (1) observer who has the right to attend the meeting of directors but has no voting right.

(d) Subject to Article 65, the Company may by Ordinary Resolution appoint any person to be a director or may by Ordinary Resolution remove any director.

67. A director may resign his office by giving written notice of his resignation to the Company and the resignation shall have effect from the date the notice is received by the Company or from such later date as may be specified in the notice.

68. The Company shall keep a register of directors containing:

(a) the names and addresses of the persons who are directors of the Company;

(b) the date on which each person whose name is entered in the register was appointed as a director of the Company; and

(c) the date on which each person named as a director ceased to be a director of the Company.

69. A copy of the register of directors shall be kept at the registered office of the Company.

70. Subject to the provisions of these Articles, the Board may, by a resolution of directors, fix the emoluments of directors with respect to services to be rendered in any capacity to the Company.

71. A director shall not require a share qualification, and may be an individual or a company.

POWERS OF DIRECTORS

72. Subject to the provisions of these Articles, the business and affairs of the Company shall be managed by the directors who may pay all expenses incurred preliminary to and in connection with the formation and registration of the Company and may exercise all such powers of the Company.

73. The directors may, by a resolution of directors, appoint any person, including a person who is a director, to be an officer or agent of the Company. The resolution of directors appointing an agent may authorize the agent to appoint one or more substitutes or delegates to exercise some or all of the powers conferred on the agent by the Company.

74. Every officer or agent of the Company has such powers and authority of the directors, including the power and authority to affix the Seal, as are set forth in these Articles or in the resolution of directors appointing the officer or agent, except that no officer or agent has any power or authority with respect to the matters requiring a resolution of directors under the Companies Law.

75. Any director which is a body corporate may appoint any person its duly authorized representative for the purpose of representing it at meetings of the Board or with respect to unanimous written consents.

76. The continuing directors may act notwithstanding any vacancy in their body.

77. Subject to the provisions of these Articles, the directors may by resolution of directors exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings and property or any part thereof, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party.

78. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as shall from time to time be determined by resolution of directors.

79. The directors shall cause to be kept the register of mortgages and charges required by the Companies Law.

80. The register of mortgages and charges shall be open to inspection in accordance with the Companies Law, at the office of the Company on every business day in the Cayman Islands, subject to such reasonable restrictions as the Board may impose, so that not less than two hours in each such business day be allowed for inspection.

PROCEEDINGS OF DIRECTORS

81. The directors of the Company or any committee thereof may meet at such times and in such manner and places within or outside the Cayman Islands as the directors may determine to be necessary or desirable; provided, that the Board shall meet at least once every three (3) months.

82. A director shall be deemed to be present at a meeting of directors if he participates by telephone or other electronic means and all directors participating in the meeting are able to hear each other.

83. A director shall be given not less than seven (7) days notice of meetings of directors, but a meeting of directors held without seven (7) days notice having been given to all directors shall be valid if all the directors entitled to vote at the meeting who do not attend, waive notice of the meeting and for this purpose, the presence of a director at a meeting shall constitute waiver on his part. The inadvertent failure to give notice of a meeting to a director, or the fact that a director has not received the notice, does not invalidate the meeting.

84. A director may by a written instrument appoint an alternate who need not be a director and an alternate is entitled to attend meetings in the absence of the director who appointed him and to vote or consent in place of the director.

85. A meeting of directors is duly constituted for all purposes if at the commencement of the meeting there are present in person or by alternate such number of directors which are entitled to no less than eight (8) votes, which shall include all the Preferred Directors.

86. At every meeting of the directors the Chairman of the Board shall preside as Chairman of the meeting. If there is no Chairman of the Board or if the Chairman of the Board is not present at the meeting the Vice Chairman of the Board shall preside. If there is no Vice Chairman of the Board or if the Vice Chairman of the Board is not present at the meeting, the directors present shall choose someone of their number to be Chairman of the meeting.

87. An action that may be taken by the directors or a committee of directors at a meeting may also be taken by a resolution of directors or a committee of directors consented to in writing or by telex, telegram, cable, facsimile or other written electronic communication by all directors or all members of the committee as the case may be, without the need for any notice. The consent may be in the form of counterparts, each counterpart being signed by one or more directors.

88. The directors shall cause the following corporate records to be kept:

(a) minutes of all meetings of directors, members, committees of directors, committees of officers and committees of members;

(b) copies of all resolutions consented to by directors, members, committees of directors, committees of officers and committees of members; and

(c) such other accounts and records as the directors by resolution of directors consider necessary or desirable in order to reflect the financial position of the Company.

89. The books, records and minutes shall be kept at the registered office of the Company, its principal place of business or at such other place as the directors determine.

90. The directors may, by resolution of directors, designate one or more committees. Each committee of directors has such powers and authorities of the directors, including the power and authority to affix the Seal, as are set forth in the resolution of directors establishing the committee, except that no committee has any power or authority to appoint directors or fix their emoluments, or to appoint officers or agents of the Company.

91. The meetings and proceedings of each committee of directors shall be governed mutatis mutandis by the provisions of these Articles regulating the proceedings of directors so far as the same are not superseded by any provisions in the resolution establishing the committee.

92. The Company shall set up a compensation committee (the "Compensation Committee"), and an audit committee (the "Audit Committee") (collectively, the "Committees") at the time determined by the Board. The Compensation Committee shall be responsible for evaluating and recommending to the Board for action all matters related to the Company's annual compensation and/or bonus plan, share option plan, and employee related compensation matters. The Audit Committee shall be responsible for internal audit and nomination of auditors for the Company.

OFFICERS

93. The Company may by resolution of the directors, appoint officers of the Company at such times as shall be considered necessary or expedient. Such officers may consist of a Chairman of the Board, a Vice Chairman of the Board, a President and one or more Vice Presidents, Secretaries and Financial Controller and such other officers as may from time to time be deemed desirable. Any number of offices may be held by the same person.

94. The officers shall perform such duties as shall be prescribed at the time of their appointment subject to any modification in such duties as may be prescribed thereafter by resolution of directors or Ordinary Resolution, but in the absence of any specific allocation of duties it shall be the responsibility of the Chairman of the Board to preside at meetings of directors and members, the Vice Chairman to act in the absence of the Chairman, the President to manage the day to day affairs of the Company, the Vice Presidents to act in order of seniority in the absence of the President but otherwise to perform such duties as may be delegated to them by the President, the Secretaries to maintain the share register, minute books and records (other than financial records) of the Company and to ensure compliance with all procedural requirements imposed on the Company by applicable law, and the Treasurer to be responsible for the financial affairs of the Company.

95. Subject to the provisions of these Articles, the emoluments of all officers shall be fixed by resolution of the Board, with the prior written approval of the members holding more than fifty percent (50%) of the Preferred Shares (calculated and voting together on as-converted basis); provided, that the Company shall not provide any director's fee, other remuneration or emolument to directors that are not independent directors. The Company shall reimburse the directors for all reasonable out-of-pocket expenses incurred in connection with attending any meetings of the Board and any committee thereof.

96. Subject to compliance with the provisions of Article 94, the officers of the Company shall hold office until their successors are duly elected and qualified, but any officer elected or appointed by the directors may be removed at any time, with or without cause, by resolution of directors. Any vacancy occurring in any office of the Company may be filled by resolution of directors.

CONFLICT OF INTERESTS

97. No agreement or transaction between the Company and one or more of its directors or any person in which any director has a financial interest or to whom any director is related, including as a director of that other person, is void or voidable for this reason only or by reason only that the director is present at the meeting of directors or at the meeting of the committee of directors that approves the agreement or transaction or that the vote or consent of the director is counted for that purpose if the material facts of the interest of each director in the agreement or transaction and his interest in or relationship to any other party to the agreement or transaction are disclosed in good faith or are known by the other directors.

98. A director who has an interest in any particular business to be considered at a meeting of directors or members may be counted for purposes of determining whether the meeting is duly constituted and may vote in respect of any such business at the meeting.

INDEMNIFICATION

99. Subject to the limitations hereinafter provided and to all applicable laws, the Company may indemnify against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings any person who

(a) is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director, an officer or a liquidator of the Company; or

(b) is or was, at the request of the Company, serving as a director, officer or liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise.

100. The Company may only indemnify a person if the person acted honestly and in good faith with a view to the best interests of the Company and, in the case of criminal proceedings, the person had no reasonable cause to believe that his conduct was unlawful.

101. The decision of the directors as to whether the person acted honestly and in good faith and with a view to the best interests of the Company and as to whether the person had no reasonable cause to believe that his conduct was unlawful, is, in the absence of fraud, sufficient for the purposes of these Articles, unless a question of law is involved.

102. The termination of any proceedings by any judgment, order, settlement, conviction or the entering of a nolle prosequi does not, by itself, create a presumption that the person did not act honestly and in good faith and with a view to the best interests of the Company or that the person had reasonable cause to believe that his conduct was unlawful.

103. If a person to be indemnified has been successful in defense of any proceedings referred to above the person is entitled to be indemnified against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred by the person in connection with the proceedings.

104. The Company may purchase and maintain insurance in relation to any person who is or was a director, an officer or a liquidator of the Company, or who at the request of the Company is or was serving as a director, an officer or a liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise, against any liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability as provided in these Articles.

SEAL

105. The Company may have more than one Seal and references herein to the Seal shall be references to every Seal which shall have been duly adopted by resolution of directors. The directors shall provide for the safe custody of the Seal and for an imprint thereof to be kept at the Registered Office.

Except as otherwise expressly provided herein the Seal when affixed to any written instrument shall be witnessed and attested to by the signature of a director or any other person so authorized from time to time by resolution of directors. Such authorization may be before or after the seal is affixed may be general or specific and may refer to any number of sealing. The directors may provide for a facsimile of the Seal and of the signature of any director or authorized person which may be reproduced by printing or other means on any instrument and it shall have the same force and validity as if the Seal had been affixed to such instrument and the same had been signed as hereinbefore described.

DIVIDENDS

106. (a) If the Board approves (including the affirmative votes of all the Preferred Directors) to pay any dividend, whether in cash, in property or in shares of the capital of the Company, to any shareholders of the Company, the holders of the Series E Preferred Shares are entitled to, in preference to the holder of any other class or series of shares of the Company, a cumulative amount for each Preferred E Share equal to ten percent (10%) of the Original Preferred Share Issue Price of Preferred E Shares per annum (beginning on the issuance date of such Preferred E Share), as adjusted for share dividends, splits, combinations, recapitalizations or similar events (the "Accruing Series E Dividend"). The Accruing Series E Dividends shall accrue from day to day, whether or not declared, and shall be cumulative. The Company shall not approve, declare or pay any dividends on any shares or any other class or series of shares of the Company unless the holders of the Series E Preferred Shares shall first receive, or simultaneously receive, a dividend on each Series E Preferred Shares in an amount of the aggregate Accruing Series E Dividends then accrued on such shares of the Series E Preferred Shares.

(b) After the aggregate Accruing Series E Dividend is fully paid, any holder of the Series D Preferred Shares is entitled to, in preference to the holder of any other class or series of shares of the Company (other than the Series E Preferred Shares), a cumulative amount for each Preferred D Share equal to ten percent (10%) of the Original Preferred Share Issue Price of Preferred D Shares per annum (beginning on the issuance date of such Preferred D Share), as adjusted for share dividends, splits, combinations, recapitalizations or similar events (the "Accruing Series D Dividend"). The

Accruing Series D Dividends shall accrue from day to day, whether or not declared, and shall be cumulative.

(b) After the above dividend on the Series E Preferred Shares and the Series D Preferred Shares is fully paid, any holder of the Series C Preferred Shares is entitled to, in preference to the holder of any other class or series of shares (other than the Series E Preferred Shares and the Series D Preferred Shares) of the Company, a cumulative amount for each Preferred C Share equal to ten percent (10%) of Original Preferred Share Issue Price of Preferred C Shares per annum (beginning on the issuance date of such Preferred C Share), as adjusted for share dividends, splits, combinations, recapitalizations or similar events.

(c) After the above dividend on the Series E Preferred Shares, the Series D Preferred Shares and the Series C Preferred Shares are fully paid, any holder of the Series B Preferred Shares is entitled to, in preference to the holder of any other class or series of shares (other than the Series E Preferred Shares, the Series D Preferred Shares and the Series C Preferred Shares) of the Company, a cumulative amount for each Preferred B Share equal to ten percent (10%) of Original Preferred Share Issue Price of Preferred B Shares per annum (beginning on the issuance date of such Preferred B Share), as adjusted for share dividends, splits, combinations, recapitalizations or similar events.

(d) After the above dividend on the Series E Preferred Shares, the Series D Preferred Shares, Series C Preferred Shares and on the Series B Preferred Shares are fully paid, any holder of the Series A Preferred Share is entitled to, in preference to the holder of Ordinary Shares of the Company, a cumulative amount for each Preferred A Share equal to ten percent (10%) of the Original Preferred Share Issue Price of Preferred A Share per annum (beginning on the issuance date of such Preferred A Share), as adjusted for share dividends, splits, combinations, recapitalizations or similar events.

(e) The remaining dividend after full payment of the amount above to the holders of the Series E Preferred Shares, the Series D Preferred Shares, Series C Preferred Shares, Series B Preferred Shares and Series A Preferred Shares, shall be distributed pro rata to the holders of Ordinary Shares and the Preferred Shares (on an as-converted basis).

(f) Holders of the Preferred Shares shall also be entitled to receive any non-cash dividends declared by the Board on an as-converted basis.

107. Subject to the provisions of these Articles, the Company may by a resolution of directors declare and pay dividends in money, shares, or other property. In the event that dividends are paid in specie, the directors shall have responsibility for establishing and recording in the resolution of directors authorizing the dividends, a fair and proper value for the assets to be so distributed.

108. Subject to the provisions of these Articles, the directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the Company.

109. The directors may, before declaring any dividend, set aside out of the profits of the Company such sum as they think proper as a reserve fund, and may invest the sum so set apart as a reserve fund upon such securities as they may select.

110. Dividends may be declared and paid out of profits of the Company, realised or unrealised, or from any reserve set aside from profits which the directors determine is no longer needed, or not in the same amount. Dividends may also be declared and paid out of share premium account or any other fund or account which can be authorised for this purpose in accordance with the Companies Law.

111. Notice of any dividend that may have been declared shall be given to each member in manner hereinafter mentioned and all dividends unclaimed for three (3) years after having been declared may be forfeited by resolution of the directors for the benefit of the Company.

112. No dividend shall bear interest as against the Company and no dividend shall be paid on shares held by another company of which the Company holds, directly or indirectly, shares having more than fifty percent (50%) of the vote in electing directors.

113. The Board may resolve to capitalise any sum for the time being standing to the credit of any of the

Company's share premium or other reserve accounts or to the credit of the profit and loss account or otherwise available for distribution by applying such sum in paying up unissued shares to be allotted as fully paid bonus shares pro rata to the members.

114. The Board may resolve to capitalise any sum for the time being standing to the credit of a reserve account or sums otherwise available for dividend or distribution by applying such amounts in paying up in full partly paid or nil paid shares of those members who would have been entitled to such sums if they were distributed by way of dividend or distribution.

115. A division of the issued and outstanding shares of a class or series of shares into a larger number of shares of the same class or series having a proportionately smaller par value does not constitute a dividend of shares.

ACCOUNTS AND AUDIT

116. The Company shall prepare an audited annual consolidated financial statements and unaudited consolidated monthly and quarterly financial statements, each in accordance with the United States generally accepted accounting principles ("US GAAP"), which shall be drawn up so as to give respectively a true and fair view of the profit or loss of the Company for the financial period and a true and fair view of the state of affairs of the Company as at the end of the financial period.

117. The accounts of the Company shall be examined at least annually by an international accounting firm starting from the fiscal year 2011.

118. The first auditors shall be appointed by resolution of directors, and subsequent auditors shall be appointed in accordance with the provisions of Article 42.

119. The auditors may be members of the Company but no director or other officer shall be eligible to be an auditor of the Company during his continuance in office.

120. The remuneration of the auditors of the Company:

(a) in the case of auditors appointed by the directors, may be fixed by resolution of directors;

(b) subject to the foregoing, shall be fixed by an Ordinary Resolution or in such manner as the Company may by an Ordinary Resolution determine.

121. The auditors shall examine each profit and loss account and balance sheet required to be served on every member or laid before a meeting of the members of the Company and shall state in a written report whether or not:

(a) in their opinion the profit and loss account and balance sheet give a true and fair view respectively of the profit or loss for the period covered by the accounts, and of the state of affairs of the Company at the end of that period, and

(b) all the information and explanations required by the auditors have been obtained.

122. The report of the auditors shall be annexed to the accounts and shall be read at the meeting of members at which the accounts are laid before the Company or shall be served on the members.

123. Every auditor of the Company shall have a right of access at all times to the books of account and vouchers of the Company, and shall be entitled to require from the directors and officers of the Company such information and explanations as he thinks necessary for the performance of the duties of the auditors.

124. The auditors of the Company shall be entitled to receive notice of, and to attend any meetings of members of the Company at which the Company's profit and loss account and balance sheet are to be presented.

NOTICES

125. Any notice, information or written statement to be given by the Company to members may be served in the case of members holding registered shares in any way by which it can reasonably be expected to reach each member or by mail addressed to each member at the address shown in the share register.

126. Any summons, notice, order, document, process, information or written statement to be served on the Company may be served by leaving it, or by sending it by registered mail addressed to the Company, at its registered office, or by leaving it with, or by sending it by registered mail to, the registered office of the Company.

127. Service of any summons, notice, order, document, process, information or written statement to be served on the Company may be proved by showing that the summons, notice, order, document, process, information or written statement was delivered to the registered office of the Company or that it was mailed in such time as to admit to its being delivered to the registered office of the Company in the normal course of delivery within the period prescribed for service and was correctly addressed and the postage was prepaid.

128. (a) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays) following the day on which the notice was posted.

(b) Where a notice is sent by cable, telex, or facsimile, service of the notice shall be deemed to be effected by properly addressing, and sending such notice and shall be deemed to have been received on the same day that it was transmitted.

(c) Where a notice is given by e-mail service shall be deemed to be effected by transmitting the e-mail to the e-mail address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient.

VOLUNTARY WINDING UP AND DISSOLUTION

129. Subject to the provisions of these Articles, the Company may voluntarily commence to wind up and dissolve by a Special Resolution.

LIQUIDATION PREFERENCE

130. (a) In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series E Preferred Shares shall be entitled to receive, prior to any distribution to the holders of the Series D Preferred Shares, Series C Preferred Shares, Series B Preferred Shares, Series A Preferred Shares, Ordinary Shares or any other class or series of shares then outstanding, an amount per Preferred E Share equal to one hundred and fifty percent (150%) of the Original Preferred Share Issue Price of the Series E Preferred Shares, as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein , plus all accumulated, accrued and declared but unpaid dividends thereon (collectively, the "Preferred E Share Preference Amount").

(b) After the full Preferred E Share Preference Amount on all outstanding Preferred E Shares has been paid, the holders of the Series D Preferred Shares shall be entitled to receive, prior to any distribution to the holders of the Series C Preferred Shares, Series B Preferred Shares, Series A Preferred Shares, Ordinary Shares or any other class or series of shares then outstanding, excluding the Preferred E Shares, an amount per Preferred D Share equal to one hundred and fifty percent (150%) of the Original Preferred Share Issue Price of the Series D Preferred Shares, as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein, plus all accumulated, accrued and declared but unpaid dividends thereon (collectively, the "Preferred D Share Preference Amount")

(b) After the full Preferred D Share Preference Amount on all outstanding Preferred D Shares

has been paid, the holders of the Preferred C Shares shall be entitled to receive, prior to any distribution to the holders of the Preferred B Shares, Preferred A Shares and the Ordinary Shares or any other class or series of shares then outstanding, excluding the Preferred E Shares and the Preferred D Shares, an amount per Preferred C Share equal to one hundred and fifty percent (150%) of the Original Preferred Share Issue Price of the Series C Preferred Shares, as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein, plus all accrued or declared but unpaid dividends thereon (collectively, the "Preferred C Share Preference Amount").

(c) After the full Preferred C Share Preference Amount on all outstanding Preferred C Shares has been paid, the holders of the Preferred B Shares shall be entitled to receive, prior to any distribution to the holders of the Preferred A Shares and the Ordinary Shares or any other class or series of shares then outstanding, excluding the Preferred E Shares, the Preferred D Shares and the Preferred C Shares, an amount per Preferred B Share equal to one hundred and fifty percent (150%) of the Original Preferred Share Issue Price of the Series B Preferred Shares, as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein, plus all accrued or declared but unpaid dividends thereon (collectively, the "Preferred B Share Preference Amount").

(d) After the full Preferred B Share Preference Amount on all outstanding Preferred B Shares has been paid, the holders of the Preferred A Shares shall be entitled to receive, prior to any distribution to the holders of the Ordinary Shares, an amount per Preferred A Share equal to one hundred and fifty percent (150%) of the Original Preferred Share Issue Price of the Series A Preferred Shares, as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein, plus all accrued or declared but unpaid dividends thereon (collectively, the "Preferred A Share Preference Amount").

(e) After the full Preferred E Share Preference Amount, the full Preferred D Share Preference Amount, the full Preferred C Share Preference Amount, the full Preferred B Share Preference Amount and the full Preferred A Share Preference Amount have been paid, any remaining funds or assets of the Company legally available for distribution to shareholders shall be distributed on a pro rata, pari passu basis among the holders of the Preferred Shares (on an as-converted basis), together with the holders of the Ordinary Shares.

(f) If the Company has insufficient assets to permit payment of the Preferred E Share Preference Amount in full to all holders of Preferred E Shares, then the assets of the Company (including any assets of its subsidiaries and the PRC Companies) shall be distributed ratably to the all holders of the Preferred E Shares in proportion to the full Preferred E Share Preference Amount each such holder of Preferred E Shares would otherwise be entitled to receive under this Article 130. If the Company has insufficient assets to permit payment of the Preferred D Share Preference Amount in full to all holders of Preferred D Shares, then the assets of the Company (including any assets of its subsidiaries and the PRC Companies) shall be distributed ratably to the all holders of the Preferred D Shares in proportion to the full Preferred D Share Preference Amount each such holder of Preferred D Shares would otherwise be entitled to receive under this Article 130. If the Company has insufficient assets to permit payment of the Preferred C Share Preference Amount in full to all holders of Preferred C Shares, then the assets of the Company (including any assets of its subsidiaries and the PRC Companies) shall be distributed ratably to the all holders of the Preferred C Shares in proportion to the full Preferred C Share Preference Amount each such holder of Preferred C Shares would otherwise be entitled to receive under this Article 130. If the Company has insufficient assets to permit payment of the Preferred B Share Preference Amount in full to all holders of Preferred B Shares, then the assets of the Company (including any assets of its subsidiaries and the PRC Companies) shall be distributed ratably to the holders of the Preferred B Shares in proportion to the full Preferred B Share Preference Amount each such holder of Preferred B Shares would otherwise be entitled to receive under this Article 130. If the Company has insufficient assets to permit payment of the Preferred A Share Preference Amount in full to all holders of Preferred A Shares, then the assets of the Company (including any assets of its subsidiaries and the PRC Companies) shall be distributed ratably to the holders of the Preferred A Shares in proportion to the full Preferred A Share Preference Amount each such holder of Preferred A Shares would otherwise be entitled to receive under this Article 130.

(g) Any of the following events shall be deemed a liquidation, dissolution or winding up of the Company (the "Liquidation Event"): (i) sale of shares, merger, consolidation or other similar transaction involving the Company in which its shareholders do not retain a majority of the voting

power in the surviving entity, (ii) or a sale of all or substantially all of the Group Companies' assets (iii) transfer, disposition or exclusively license of all or substantially all of the intellectual property of the Group Companies, such that the provisions of this Article 130 shall apply as if all consideration received by the Company and its shareholders in connection with such event were being distributed in a liquidation of the Company. If the requirements of this Article 130 are not complied with, the Company shall forthwith either (i) cause such closing to be postponed until such time as the requirements of this Article 130 have been complied with, or (ii) cancel such transaction.

(h) Notwithstanding any other provision of this Article 130, the Company may at any time, out of funds legally available for repurchases, repurchase Ordinary Shares of the Company issued to or held by employees, officers or consultants of the Company or its subsidiaries upon termination of their employment or services, pursuant to any bona fide agreement providing for such right of repurchase, whether or not dividends on the Preferred Shares shall have been declared.

(i) In the event the Company proposes to distribute assets other than cash in connection with any liquidation, dissolution or winding up of the Company, the value of the assets to be distributed to the holders of Preferred Shares and Ordinary Shares shall be that as determined in good faith by the liquidator or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board, which decision shall include the affirmative votes from all the Preferred Directors. Any securities not subject to investment letter or similar restrictions on free marketability shall be valued as follows:

(i). If traded on a securities exchange, the value shall be deemed to be the average of the security's closing prices on such exchange over the thirty (30) day period ending one (1) day prior to the distribution;

(ii). If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the distribution; and

(iii). If there is no active public market, the value shall be the fair market value thereof as determined in good faith by the liquidator or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board.

(j) The method of valuation of securities subject to restrictions on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in Articles 131(i)(i), (ii) or (iii) to reflect the fair market value thereof as determined in good faith by the liquidator or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board. The holders of more than sixty-six two-thirds percent (66 2/3%) of the Preferred Shares (calculated and voting together in single class on as-converted basis), shall have the right to challenge any determination by the liquidator or the Board, as the case may be, of fair market value pursuant to this Article 130, in which case the determination of fair market value shall be made by an independent appraiser selected jointly by the liquidator or the Board, as the case may be, and the challenging parties, the cost of such appraisal to be borne equally by the Company and the challenging party.

REDEMPTION

131. (a) Notwithstanding any provision to the contrary in these Articles, but subject in all cases to the redemption preferences as set forth below:

(i). at any time commencing on the second (2nd) anniversary of the date hereof (the "Redemption Start Date"), and if so requested by the holders of more than fifty percent (50%) of the then outstanding Preferred Shares of any series (and particularly for Series C Preferred Shares, requested by holders representing more than seventy-five percent (75%) of the Series C Preferred Shares); or

(ii). prior to the Redemption Start Date but following the occurrence of an "Early Series D Redemption Event" or "Early Series E Redemption Event" (as defined below) and, if so requested by the holders of more than fifty percent (50%) of the then outstanding Series D

Preferred Shares (upon the occurrence of an Early Series D Redemption Event) or Ping An (upon the occurrence of an Early Series E Redemption Event):

with respect to the redemption of Preferred Shares of such series, the Company shall redeem all or part of the outstanding Preferred Shares of such series in cash out of funds legally available therefor (the "**Redemption**"), subject to the provisions of this Article 131. If any holder of any series of Preferred Shares exercises its redemption under Article 131(a)(i) above, any other holders of other series of Preferred Shares have the right, but not the obligation, to exercise the Redemption of that series at the same time. For the avoidance of doubt, no other holders of Preferred Shares (other than the holders of the Series D Preferred Shares and Ping An) shall have the right to exercise the Redemption pursuant to Article 131(a)(ii) above, provided that if any holder of the Series D Preferred Shares elects to exercise its right to have the Company redeem its Series D Preferred Shares in accordance with Section 131(a)(ii) above, then subject to receipt of the Series D Redemption Price in respect of the Series D Preferred Shares subject to the Redemption, such holder of the Series D Preferred Shares shall not be entitled to seek indemnification under Sections 9.01 to 9.04 of the Series D Shares Purchase Agreement in respect of the Series D Preferred Shares which have been redeemed in accordance with this Section 131. The redemption price for each series of Preferred Shares shall be the price as set forth in Articles 131(b) and 131(c) below (as applicable).

For the purpose hereof, the "Early Series D Redemption Event" shall mean the occurrence of any of the following:

(I). if the Company or any Group Company, breaches or fails to comply with any of the "Material Post Closing Obligations" (as defined in the Series D Shares Purchase Agreement) within the applicable time limit prescribed therein, which breach or failure to comply is not cured

within thirty (30) days of written notice from the holders of a majority of the Series D Preferred Shares or such longer time period as agreed by the holders of a majority of the Series D Preferred Shares; or

(II). a Material Adverse Effect (as defined in the Series D Shares Purchase Agreement or a material adverse effect on the Company's prospects of consummating a Qualified Public Offering, arising from, in connection with, or as a result of the "Material Specific Indemnity Matters" (as defined in the Series D Shares Purchase Agreement).

(III). In the event that the holders of more than fifty percent (50%) of the then outstanding Series D Preferred Shares, by giving written notice to the Company in accordance with Section 131(e) below, request redemption by the Company of all or any part of the outstanding Series D Preferred Shares held by such holders pursuant to Section 131(a)(ii)(II), Ping An shall be entitled to, subject to the procedures set forth in this Section 6, request the Company to redeem all or any part of the outstanding Series E Preferred Shares held by Ping An (the "Early Series E Redemption Event").

(b) The price at which each Preferred Share (other than the Series D Preferred Shares and the Series E Preferred Shares) shall be redeemed shall be equal to the higher of (i) and (ii) below (the "Redemption Price"):

(i). IP x (108 %) ^{N} + D, where

IP = Original Preferred Share Issue Price of Series C Preferred Shares, Series B Preferred Shares or Series A Preferred Shares, as the case may be;

N = a fraction the numerator of which is the number of calendar days between date the holders of the relevant series of Preferred Shares acquired their Preferred Shares and the relevant Redemption Date on which such Preferred Share is redeemed and the denominator of which is 365; and

D = all declared but unpaid dividends on each relevant series of Preferred Shares up to the date of Redemption, proportionally adjusted for share subdivisions, share dividends, reorganizations, reclassifications, consolidations or mergers; or

(ii). the fair market value of the relevant series of Preferred Shares on the date of Redemption, such valuation to be determined by an independent appraiser mutually agreed by the Company and the holders of more than fifty percent (50%) of such series of Preferred Shares.

(c) The price at which each Series D Preferred Share shall be redeemed (the "Series D Redemption Price") and the price at which each Series E Preferred Share shall be redeemed (the "Series E Redemption Price") shall be equal to the higher of (i) and (ii) below:

(i). IP x (115 %) ^{N} + D, where

IP = Original Preferred Share Issue Price of the Series D Preferred Shares (with respect to the Series D Redemption Price), or Original Preferred Share Issue Price of the Series E Preferred Shares (with respect to the Series E Redemption Price);

N = a fraction the numerator of which is the number of calendar days between the date the holders of the Series D Preferred Shares acquired their Series D Preferred Shares (with respect to the Series D Redemption Price) or the date the Ping An acquired its Series E Preferred Shares (with respect to the Series E Redemption Price) and the relevant Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable) on which such Series D Preferred Share or Series E Preferred Shares is redeemed (as applicable) and the denominator of which is 365; and

D = all accumulated and accrued but unpaid dividends on each Series D Preferred Share (with respect to the Series D Redemption Price) or Series E Preferred Shares (with respect to the Series E Redemption Price) up to the date of Redemption, proportionally adjusted for share subdivisions, share dividends, reorganizations, reclassifications, consolidations or mergers; or

(ii). the fair market value of the Series D Preferred Shares on Redemption Date or Early Series D Redemption Date (with respect to the Series D Redemption Price), or Series E Preferred Shares on Redemption Date or Early Series E Redemption Date (with respect to the Series E Redemption Price), such valuation to be determined by an independent appraiser mutually agreed by the Company and the holders of more than fifty percent (50%) of the Series D Preferred Shares (with respect to the Series D Redemption Price) or the holders of more than fifty percent (50%) of the Series E Preferred Shares held by Ping An (with respect to the Series E Redemption Price).

(d) If the Company does not have sufficient cash or funds legally available to redeem all of the Preferred Shares required to be redeemed, the remainder shall remain outstanding and entitled to all the rights, preferences and privileges provided in the Shareholders Agreement and these Articles, and the remainder shall be carried forward and redeemed as soon as the Company has legally available funds to do so, in accordance with the provisions and preferences set forth in this Article 131.

(e) A notice of redemption (a "Redemption Notice") by the holders of Preferred Shares (the "Redeeming Investor"): (i) in relation to any redemption pursuant to Article 131(a)(i) shall be given by hand or by mail to the Company at any time on or after the date falling thirty (30) days before the Redemption Start Date stating the date on or after the Redemption Start Date on which the Preferred Shares are to be redeemed (the "Redemption Date"), provided, however, that the Redemption Date shall be no earlier than the Redemption Start Date or the date thirty (30) days after such notice of redemption is given, whichever is later; and (ii) in relation to any redemption pursuant to Article 131(a)(ii) shall be given by hand or by mail to the Company at any time stating the date on which the Series D Preferred Shares are to be redeemed (the "Early Series D Redemption Date") or on which the Series E Preferred Shares are to be redeemed (the "Early Series E Redemption Date"). Upon receipt of any such request, the Company shall promptly give written notice of the redemption request to each non-requesting holder of record of Preferred Shares stating the existence of such request, the Redemption Price or the Series D Redemption Price or the Series E Redemption Price (as applicable), the Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable) and the mechanics of redemption and in relation to any redemption pursuant to Article 131(a)(i), each non-requesting holder of record of Preferred Shares shall determine, at its own

discretion, whether to participate in Redemption.

(f) If on the Redemption Date or Early Series D Redemption Date or the Early Series E Redemption Date (as applicable), the Company has sufficient assets legally available to redeem all of the Preferred Shares required to be redeemed, the redemption shall be exercised *pari passui* in accordance with each redemption participant's amount of redemption and redemption participants are entitled to force the Company to dispose of its assets and to use the cash and funds from such disposal to meet the requirement of redemption.

(g) If on the Redemption Date, the Company does not have sufficient cash or funds legally available to redeem all of the Preferred Shares required to be redeemed, then (i) the redemption shall be exercised in sequence of redemption of Series E Preferred Shares first, then Series D Preferred Shares, then Series C Preferred Shares, then Series B Preferred Shares and then Series A Preferred Shares (if any series cannot be fully redeemed then on a pro rata basis according to the number of shares of such series held by each holder thereof) and redemption participants are entitled to force the Company to dispose of its assets and to use the cash and funds from such disposal to meet the requirement of redemption and (ii) the remaining Preferred Shares to be redeemed shall be carried forward and redeemed as soon as the Company has legally available funds to do so. If on the Early Series D Redemption Date or the Early Series E Redemption Date, the Company does not have sufficient assets legally available to redeem all of the Series D Preferred Shares and the Series E Preferred Shares required to be redeemed, then (x) the assets legally available shall be allocated first to the holders of Series E Preferred Shares requesting the redemption, and then to the holders of Series D Preferred Shares requesting the redemption (if any series cannot be fully redeemed, then on a pro rata basis among the holders of such series of shares) and redemption participants are entitled to force the Company to dispose of its assets and to use the cash and funds from such disposal to meet the requirement of redemption and (y) the remaining Series E Preferred Shares and/or Series D Preferred Shares to be redeemed shall be carried forward and redeemed as soon as the Company has legally available funds to do so. Notwithstanding anything to the contrary contained herein, no other securities of the Company shall be redeemed unless and until the Company shall have redeemed all of the Preferred Shares requested to be redeemed pursuant to this Article 131 and shall have paid all the Series E Redemption Price, the Series D Redemption Price and the Redemption Price (as applicable) for such Preferred Shares requested to be redeemed payable pursuant to this Article 131.

(h) Before any holder of Preferred Shares shall be entitled for redemption under the provisions of this Article 131, such holder shall surrender his or her certificate or certificates representing such Preferred Shares to be redeemed to the Company in the manner and at the place designated by the Company for that purpose, and the Redemption Price or the Series D Redemption Price or the Series E Redemption Price (as applicable) shall be payable on the Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable) to the order of the person whose name appears on such certificate or certificates as the owner of such shares and each such certificate shall be cancelled on the Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable). In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be promptly issued representing the unredeemed shares. Unless there has been a default in payment of the applicable Series D Redemption Price or Redemption Price or Series E Redemption Price (as applicable), upon cancellation of the certificate representing such Preferred Shares to be redeemed, all dividends on such Preferred Shares designated for redemption on the relevant Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable) shall cease to accrue and all rights of the holders thereof, except the right to receive the Series E Redemption Price, the Series D Redemption Price or the Redemption Price (as applicable) thereof (including all accumulated, accrued and unpaid dividend up to the relevant redemption date), without interest, shall cease and terminate and such Preferred Shares shall cease to be issued shares of the Company. If the Company fails to redeem any Preferred Shares for which redemption is requested in accordance with this Article 131, then during the period from the Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable) through the date on which such Preferred Shares are actually redeemed and the Series E Redemption Price, the Series D Redemption Price or Redemption Price (as applicable) is actually made, in full, such Preferred Shares shall continue to be outstanding and be entitled to all rights and preferences of such Preferred Shares. After payment in full of the aggregate Series E Redemption Price, Series D Redemption Price and Redemption Price for all issued and outstanding Preferred Shares required to be redeemed pursuant to this Article 131, all rights of the holders of such redeemed

Preferred Shares as shareholders of the Company shall cease and terminate and such Preferred Shares shall be cancelled.

(i) If the Company fails (for whatever reason) to redeem any Preferred Shares on its due date for redemption then, as from such date until the date on which the same are redeemed, in full, the Company shall not declare or pay any dividend nor otherwise make any distribution of or otherwise decrease its profits available for distribution.

(j) The Company shall procure that the profits of each subsidiary and affiliate of the Company which are legally available for distribution from time to time shall be distributed to it by way of dividend or otherwise if and to the extent that, without such payment, the Company would not itself otherwise have sufficient profits available for distribution to redeem the Preferred Shares required to be redeemed pursuant to this Article 131.

CONTINUATION

132. The Company may by an Ordinary Resolution or by a resolution passed unanimously by all directors of the Company continue as a company incorporated under the laws of a jurisdiction outside the Cayman Islands in the manner provided under those laws.

CHANGES TO CONSTITUTION

133. Subject to the provisions of these Articles, the Company may from time to time, by Special Resolution, and upon the prior written approval of the holders of at least a majority of each series of the Preferred Shares (calculated and voting separately in their respective single class on as-converted basis, and particularly for Series C Preferred Shares holders, approval by the holders of Series C Preferred Shares representing more than or 66 2/3 % of Series C Preferred Shares), change the name of the Company, alter or add to the Memorandum or these Articles.

COMPLIANCE WITH LAWS AND OTHER AGREEMENTS

134. The provisions of each of the Articles contained herein are subject to the Company's compliance with the Companies Laws and the provisions of the Shareholders' Agreement and the Restricted Share Agreement.

SCHEDULE A

RESTRICTED SHARE AGREEMENT

SCHEDULE B

SHAREHOLDERS AGREEMENT

Exhibit 4.4

Execution Version

AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

THIS AMENDED AND RESTATED SHAREHOLDERS AGREEMENT (this "**Agreement**") is made and entered into as of July 8, 2015 by and among:

1. SECOO HOLDING LIMITED, an exempted company with limited liability organized and existing under the laws of the Cayman Islands (the "**Company**");

2. SIKU HOLDING LIMITED, a business company organized and existing under the laws of the British Virgin Islands (the "**BVI 1**");

3. KUZHIFU HOLDING LIMITED, a business company organized and existing under the laws of the British Virgin Islands (the "**BVI 2**", collectively with BVI 1, the "**BVI Companies**");

4. HONG KONG SECOO INVESTMENT GROUP LIMITED (□□□□□□□□□□□□), a company organized and existing under the laws of Hong Kong Special Administrative Region ("**Hong Kong**") (the "**HK Co.**");

5. SECOO Inc., a company organized and existing under the laws of New York (the "**US Co.**");

6. SECOO ITALIA SRL, a company organized and existing under the laws of Italy (the "**Italy Co.**");

7. Ku Tian Xia (Beijing) Information Technology Co., Ltd. (□□□□□□□□□□□□□□□□), a limited liability company organized and existing under the laws of the People's Republic of China (excluding the Hong Kong, Macao Special Administrative Region and Taiwan, the "**PRC**"), as the wholly-owned subsidiary of the HK Co. (the "**WFOE**");

8. Beijing Secoo Trading Co., Ltd. (□□□□□□□□□□), a limited liability company organized and existing under the laws of the PRC ("**Beijing Secoo**");

9. Beijing Wo Mai Wo Pai Auction Co., Ltd. (□□□□□□□□□□□□), a limited liability company organized and existing under the laws of the PRC ("**Beijing Auction**");

10. Beijing Zhi Yi Heng Sheng Technology Service Co., Ltd. (□□□□□□□□□□□□□□□) a limited liability company organized and existing under the laws of the PRC ("**Beijing Zhi Yi**"), as the wholly-owned subsidiary of the WFOE;

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11. Shanghai Secoo E-commerce Co., Ltd. (□□□□□□□□) a limited liability company organized and existing under the laws of the PRC ("**Shanghai Secoo**"), a wholly-owned subsidiary of Beijing Secoo;

12. Shanghai Kuxin Financial Information Services Co., Ltd. (□□□□□□□□□□□□□□□) a limited liability company organized and existing under the laws of the PRC ("**Shanghai Financial**"), a wholly-owned subsidiary of Beijing Secoo;

13. Beijing Secoo Used Motor Vehicles Broker Co., Ltd. (□□□□□□□□□□□□□□□) a limited liability company organized and existing under the laws of the PRC ("**Beijing Vehicles**"), a wholly-owned subsidiary of Beijing Secoo;

14. Each of the persons as set forth in Schedule A attached hereto (the "**Founders**" and each a "**Founder**");

15. The persons as set forth in Part 1 of Schedule B attached hereto (the "**Series A-1 Preferred Shareholder**");

16. Each of the persons as set forth in Part 2 of Schedule B attached hereto (collectively, the "**Series A-2 Preferred Shareholders**", and each, a "**Series A-2 Preferred Shareholder**");

17. Each of the persons as set forth in Part 3 of Schedule B attached hereto (collectively, the "**Series B Preferred Shareholders**", and each, a "**Series B Preferred Shareholder**");

18. Each of the persons as set forth in Part 4 of Schedule B attached hereto (collectively, the "**Series C Preferred Shareholders**" and each, a "**Series C Preferred Shareholder**");

19. Each of the persons as set forth in Part 5 of Schedule B attached hereto (the "**Series D Preferred Shareholders**"); and

20. Each of the persons as set forth in Part 6 of Schedule B attached hereto (the "**Series E Preferred Shareholders**" or the "**Investors**").

The Series A-1 Preferred Shareholders, Series A-2 Preferred Shareholders, Series B Preferred Shareholders, Series C Preferred Shareholders, Series D Preferred Shareholders and Series E Preferred Shareholders are collectively referred to as the "**Preferred Shareholders**", and each, a "**Preferred Shareholder**".

The Company, the HK Co., US Co., Italy Co., the WFOE, Beijing Zhi Yi, Shanghai Secoo, Shanghai Financial, Beijing Vehicles, Beijing Secoo and Beijing Auction are referred to collectively herein as the "**Group Companies**", each, a "**Group Company**" and collectively, the "**Group**". The WFOE, Beijing Zhi Yi, Shanghai Secoo, Beijing Vehicles, Shanghai Financial, Beijing Secoo and Beijing Auction are referred to collectively herein as the "**PRC Companies**", and each a "**PRC Company**".

Each of the terms "**IDG Funds**", "**Ventech China**", "**Blue Lotus**", "**Bertelsmann**", "**Vangoo**", "**CMC**", "**Ping An**" and "**WJ**" are as defined in Schedule B attached hereto.

RECITALS

A. The Company, the BVI Companies, the HK Co., the WFOE, Beijing Secoo, the Founders and the IDG Funds have entered into a Securities Purchase Agreement dated September 23, 2011 (the "**Securities Purchase Agreement**"), under which the Company issued and allotted an aggregate of (i) 1,250,000 series A-1convertible preferred shares, par value US$0.001 per share (the "**Series A-1 Preferred Shares**") and (ii) 1,428,572 series A-2 convertible preferred shares, par value US$0.001 per share (the "**Series A-2 Preferred Shares**", and together with Series A-1 Preferred Shares, the "**Series A Preferred Shares**") respectively to Series A-1 Preferred Shareholder and Series A-2 Preferred Shareholders.

B. The Company and IDG Funds entered into certain Note Purchase Agreement and Amendments to Note Purchase Agreement on September 23, 2011, October 19, 2011 and October 22, 2011 respectively (the "**Note Purchase Agreement**"), and certain Convertible and Promissory Notes (the "**Notes**") collectively with the principal amount of US$3,333,333 were issued by the Company. Under the Note Purchase Agreement and the Notes, IDG Funds converted all the US$3,333,333 under the Notes into 793,651 Series B Preferred Shares of the Company.

C. The Company, the BVI Companies, the HK Co., the WFOE, Beijing Secoo, the Founders and the Series B Preferred Shareholders have entered into a Shares Purchase Agreement dated February 28, 2012 (the "**Series B Shares Purchase Agreement**"), under which the Company issued and allotted1,587,301 series B convertible preferred shares, par value US$0.001 per share (the "**Series B Preferred Shares**") to Series B Preferred Shareholders.

D. The Group Companies, the BVI Companies, the Founders and the Series C Preferred Shareholders entered into a Shares Purchase Agreement dated July 9, 2013 (the "**Series C Shares Purchase Agreement**"), under which the Company issued and allotted 1,571,973Series C convertible preferred shares, par value US$0.001 per share(the "**Series C Preferred Shares**") to the Series C Preferred Shareholders.

E. The Group Companies, the BVI Companies, the Founders and the Series D Preferred Shareholders entered into a Shares Purchase Agreement dated July 2, 2014 (the "**Series D Execution Date**") (the "**Series D Shares Purchase Agreement**"), under which the Company shall issue and allot 3,178,652 series D convertible preferred shares, par value US$0.001 per share(the "**Series D Preferred Shares**") to the Series D Preferred Shareholders.

(The Securities Purchase Agreement, Note Purchase Agreement, Series B Shares Purchase Agreement, Series C Shares Purchase Agreement and Series D Shares Purchase Agreement, together, the "**Previous Share Purchase Agreements**".)

F. The Group Companies, the BVI Companies, the Founders and the Investors entered into a Shares Purchase Agreement dated July 4, 2015 (the "**Series E Shares Purchase Agreement**"), under which the Company shall issue and allot 2,925,658 series E convertible preferred shares, par value US$0.001 per share (the "**Series E Preferred Shares**",

together with Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series B Preferred Shares, Series C Preferred Shares and Series D Preferred Shares, the "**Preferred Share**s") to the Investors.

G. The corporate structure of the Group as at the date of this Agreement is set forth in Exhibit A.

H. The parties hereto desire to enter into this Agreement for the governance, management and operations of the Group Companies and for the rights and obligations between and among the Preferred Shareholders, the Ordinary Shareholders (as defined below) and the Company.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INFORMATION RIGHTS; BOARD REPRESENTATION.

1.1. Information and Inspection Rights.

(a) Information Rights. Each of the Group Companies covenants and agrees that, commencing on the date of this Agreement, for so long as any Preferred Shares are outstanding, the Group Companies shall deliver to each holder of the Preferred Shares:

(i) audited annual consolidated financial statements of the Company, consisting of the balance sheet, statement of operations and comprehensive income, statement of changes in equity and statement of cash flows of the Company ("**Financial Statements**"), as at and for the calendar year ended the date of the balance sheet, within ninety (90) days after the end of each fiscal year, prepared in conformance with the United States Generally Accepted Accounting Principles ("**US GAAP**") (including any related notes thereto and the related report of independent public accountants acceptable to the Investors) and audited by Big 4 audit firms or such other reputable accounting firms acceptable to the Investors;

(ii) unaudited quarterly consolidated Financial Statements, as at and for the quarter ended the date of the balance sheet, within forty-five (45) days after the end of each quarter, prepared in conformance with the US GAAP;

(iii) unaudited monthly consolidated Financial Statements, as at and for the month ended the date of the balance sheet, within thirty (30) days after the end of each month, prepared in conformance with the US GAAP;

(iv) an annual capital expenditure and operations budget of the Group Companies for the following fiscal year, as approved by the Board, within thirty (30) days prior to the end of each fiscal year;

(v) an up-to-date capitalization table of the Company certified by the chief executive officer of the Company, within five (5) days after the end of each quarter;

(vi) copies of all Company documents or other Company information sent to any shareholder;

(vii) upon the written request by any holder of Preferred Shares, such other information as such holder of Preferred Shares shall reasonably request from time to time (the above rights, collectively, the "**Information Rights**"). All financial statements to be provided to such holder of Preferred Shares pursuant to this Section 1.1(a) shall include an income statement, a balance sheet and a cash flow statement for the relevant period as well as for the fiscal year to-date and shall be prepared in conformance with the US GAAP.

(b) Inspection Rights. Each of the Group Companies further covenants and agrees that, commencing on the date of this Agreement, for so long as any Preferred Shares are outstanding, at any time during regular working hours upon reasonable prior notice to the Group Companies and only in a manner so as not to interfere with the normal business operations of the Group Companies, each holder of Preferred Shares shall, at its own cost, have (i) the right to inspect facilities, records and books of the Group Companies, (ii) the right to discuss the business, operations and conditions of the Group Companies with their respective directors, officers, employees, accountants, legal counsel and investment bankers and (iii)the right to inspect the real time key performance indicator data of the Group Companies. (the "**Inspection Rights**").

(c) Termination of Rights. The Information Rights and Inspection Rights shall terminate upon (i) consummation of a Qualified Public Offering (as defined below); or (ii) the date that the Company becomes subject to the reporting requirements of Section 13 and Section 15 of the Securities Act of 1934, as amended.

(d) For purposes of this Agreement, a "**Qualified Public Offering**" shall mean a firm commitment underwritten public offering of the ordinary shares of the Company ("**Ordinary Shares**") in:

(i) the United States, that has been registered under the United States Securities Act of 1933, as amended from time to time, including any successor statutes (the "**Securities Act**"), with (x) the net proceeds (after deducting the underwriter's fees, fees for legal counsel and other advisors) to the Company of no less than one hundred and thirty million U.S. dollars (US$130,000,000), and (y) the implied market capitalization of the Company prior to such public offering being no less than five hundred and fifty million U.S. dollars (US$550,000,000), or

(ii) in a similar public offering of the Ordinary Shares of the Company in Hong Kong, PRC or another jurisdiction which results in the Ordinary Shares trading publicly on a recognized international securities exchange; provided that such offering in terms of price, net proceeds, implied market capitalization and regulatory approval is reasonably equivalent to the aforementioned public offing in the United States and is subject to the prior written approval of the holders of at least a majority of the Series A Preferred Shares, the holders of at least a majority of the Series B Preferred Shares, the holders of at least a majority of the Series C Preferred Shares, the holders of at least a majority of the Series D Preferred Shares and the holders of at least a majority of the Series E Preferred Shares (each voting as a separate class and on an as-converted basis).

1.2. Board of Directors. The Seventh Amended and Restated Memorandum and Articles of Association of the Company (the "**Restated Articles**") shall provide that the Board of the Company shall consist of no more than eleven (11) members, which number of members shall not be changed except pursuant to an amendment to the Restated Articles. Effective from the date hereof,

(i) Ping An shall be entitled to exclusively appoint and remove one (1) director (the "**Series E Director**") by notice in writing to the Company;

(ii) CMC, Vangoo, Ventech China and IDG Funds shall each be entitled to appoint and remove one (1) director (the "Previous **Series Director**" and collectively with the Series E Director, the "**Preferred Directors**") by notice in writing to the Company;

(iii) the BVI Companies shall be entitled to appoint and remove six (6) directors (the "**Ordinary Directors**") by notice in writing to the Company, provided that if the BVI Companies appoint less than six (6) Ordinary Directors, LI Rixue shall be entitled to have such number of votes as is equal to the difference between six (6) and the number of Ordinary Directors other than LI Rixue at any meeting of the directors of the Company; and

(iv) as long as the Bertelsmann remains a shareholder of the Company, it shall be entitled to appoint one (1) observer who has the right to attend the meeting of directors but has no voting right.

(v) as long as the Ping An remains a shareholder of the Company and in the event that Ping An is no longer entitled to appoint any director to the Board of the Company for whatever reasons, it shall be entitled to appoint one (1) observer who has the right to attend the meeting of directors but has no voting right.

A meeting of directors is duly constituted for all purposes if at the commencement of the meeting there are present in person or by alternate such number of directors which are entitled to no less than eight (8) votes, which shall include all the Preferred Directors. The Company shall reimburse the directors for all reasonable out-of-pocket expenses incurred in connection with attending any meetings of the Board and any committee thereof. The Company shall hold at least one (1) meeting of directors during every three (3) months. The Series D Preferred Director and Series E Preferred Director shall be entitled to serve as members of any committee of the Board of the Company.

1.3. Boards of the HK Co. and PRC Companies. Each of the HK Co. and the PRC Companies shall have the identical composition of directors as the Company, and each of IDG Funds, Ventech China, Vangoo and CMC shall be entitled to appoint the same number of director(s) to each of the HK Co., and PRC Companies as it is entitled to appoint to the Company as it is entitled to appoint to the Company, and Ping An shall be entitled to exclusively appoint one (1) director to each of the HK Co. and PRC Companies as it is entitled to appoint to the Company.

1.4. Termination. The rights with respect to appointment of directors set forth in Section 1.2 and Section 1.3 shall terminate upon the consummation of a Qualified Public Offering.

2. REGISTRATION RIGHTS.

2.1. Applicability of Rights. The Holders (as defined below) shall be entitled to the following rights with respect to any proposed public offering of the Company's Ordinary Shares in the United States and shall be entitled to reasonably equivalent or analogous rights with respect to any other offering of the Company's securities in Hong Kong or any other jurisdiction in which the Company undertakes to publicly offer or list such securities for trading on a recognized securities exchange.

2.2. Definitions. For purposes of this Section 2:

(a) Registration. The terms "**register**," "**registered**," and "**registration**" refer to a registration effected by filing a registration statement which is in a form which complies with, and is declared effective by the SEC (as defined below) in accordance with, the Securities Act. For purposes of this Agreement, reference to registration of securities under the Securities Act and the Exchange Act (as defined below) shall be deemed to mean the equivalent registration in a jurisdiction other than the United States as designated by the Holders (as defined below), it being understood and agreed that in each such case all references in this Agreement to the Securities Act, the Exchange Act and rules, forms of registration statements and registration of securities thereunder, U.S. law and the SEC, shall be deemed to refer, to the equivalent statutes, rules, forms of registration statements, registration of securities and laws of and equivalent government authority in the applicable non-U.S. jurisdiction.

(b) Registrable Securities. The term "**Registrable Securities**" means: (1) any Ordinary Shares of the Company issued or issuable pursuant to conversion of any shares of Preferred Shares, (2) any Ordinary Shares issued (or issuable upon the conversion or exercise of any warrant, right or other security which is issued) as a dividend or other distribution with respect to, or in exchange for or in replacement of, any Preferred Shares and (3) any other Ordinary Shares of the Company owned or hereafter acquired by the holders of Preferred Shares. Notwithstanding the foregoing, "**Registrable Securities**" shall exclude any Registrable Securities sold by a person in a transaction in which rights under this Section 2 are not validly assigned in accordance with this Agreement, and any Registrable Securities which are sold in a registered public offering under the Securities Act or analogous statute of another jurisdiction, or sold pursuant to Rule 144 promulgated under the Securities Act or analogous rule of another jurisdiction.

(c) Registrable Securities Then Outstanding. The number of shares of "**Registrable Securities then Outstanding**" shall mean the number of Ordinary Shares of the Company that are Registrable Securities and are then issued and outstanding, issuable upon conversion of Preferred Shares then issued and outstanding, or issuable upon conversion or exercise of any warrant, right or other security then outstanding.

(d) Holder. For purposes of this Section 2, the term "**Holder**" means any person owning or having the rights to acquire Registrable Securities or any permitted assignee of record of such Registrable Securities to whom rights under this Section 2 have been duly assigned in accordance with this Agreement.

(e) Form F-3. The term "**Form F-3**" means such respective form under the Securities Act or any successor registration form under the Securities Act

subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

In addition, "Form F-3" shall be deemed to refer to Form S-3 or any comparable form under the U.S. securities laws in the condition that the Company is not at that time eligible to use Form F-3.

(f) SEC. The term "**SEC**" or "**Commission**" means the U.S. Securities and Exchange Commission.

(g) Registration Expenses. The term "**Registration Expenses"** shall mean all expenses incurred by the Company in complying with Sections 2.3, 2.4 and 2.5 hereof, including, without limitation, all registration and filing fees, printing expenses, fees, and disbursements of counsel for the Company, reasonable fees and disbursements of one counsel for all the Holders or for other purpose relating to the registration, "blue sky" fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

(h) Selling Expenses. The term "**Selling Expenses"** shall mean all underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to Sections 2.3, 2.4 and 2.5 hereof.

(i) Exchange Act. The term "**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and any successor statute.

2.3. Demand Registration.

(a) Request by Holders. If the Company shall, at any time after the earlier of (i) January 1, 2016 or (ii) six (6) months following the taking effect of a registration statement for a Qualified Public Offering, receive a written request from the Holders of at least fifty (50%) of the Registrable Securities then outstanding that the Company file a registration statement under the Securities Act covering the registration of at least twenty percent (20%) (or any lower percentage if the anticipated gross proceeds to the Company from such proposed offering would exceed US$5,000,000) of all the Registrable Securities then outstanding pursuant to this Section 2.3, then the Company shall, within ten (10) business days of the receipt of such written request, give written notice of such request ("**Request Notice**") to all Holders, and use its best efforts to effect, as soon as practicable, the registration under

the Securities Act of all Registrable Securities that the Holders request to be registered and included in such registration by written notice given by such Holders to the Company within twenty (20) days after receipt of the Request Notice, subject only to the limitations of this Section 2.3; provided that the Company shall not be obligated to effect any such registration if the Company has, within the six (6) month period preceding the date of such request, already effected a registration under the Securities Act pursuant to this Section 2.3 or Section 2.5 or in which the Holders had an opportunity to participate pursuant to the provisions of Section 2.4, other than a registration from which the Registrable Securities of the Holders have been excluded (with respect to all or any portion of the Registrable Securities the Holders requested be included in such registration) pursuant to the provisions of Section 2.4(a). The Company shall be obligated to effect no more than three (3) registrations for the Preferred Shareholders, provided that if the sale of all of the Registrable

Securities sought to be included pursuant to this Section 2.3 is not consummated for any reason other than due to the action or inaction of the Holders including Registrable Securities in such registration, such registration shall not be deemed to constitute one of the registration rights granted pursuant to this Section 2.3; provided further that the registration pursuant to Section 2.4 or Section 2.5 shall not be deemed to constitute one of the registration rights granted pursuant to this Section 2.3..

(b) Underwriting. If the Holders initiating the registration request under this Section 2.3 (the "**Initiating Holders**") intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their request made pursuant to this Section 2.3 and the Company shall include such information in the Request Notice. In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities being registered and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 2.3, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of Registrable Securities on a pro rata basis according to the number of Registrable Securities then outstanding held by each Holder requesting registration (including the Initiating Holders); provided, however, that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities are first entirely excluded from the underwriting and registration including, without limitation, all shares that are not Registrable Securities and are held by any other person, including, without limitation, any person who is an employee, officer or director of the Company or any subsidiary of the Company; provided further, that at least twenty percent (20%) (or any lesser percentage if the anticipated gross proceeds to the Company from such proposed offering would exceed $5,000,000) of shares of Registrable Securities requested by the Holders to be included in such underwriting and registration shall be so included. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(c) Deferral. Notwithstanding the foregoing, if the Company shall furnish to Holders requesting registration pursuant to this Section 2.3, a certificate signed by the President or Chief Executive Officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed at such time, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; provided, however, that the Company may not utilize this right more than once in any twelve (12) consecutive month period; provided further, that

the Company shall not register any other of its shares during such ninety (90)-day period. A demand right shall not be deemed to have been exercised until such deferred registration shall have been effected.

2.4. Piggyback Registrations.

(a) The Company shall notify all Holders of Registrable Securities in writing at least thirty (30) days prior to filing any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements relating to any employee benefit plan or a corporate reorganization), and shall afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by it shall within twenty (20) days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein. No Holder of Registrable Securities shall be granted piggyback registration rights superior to those of the Holders of the Preferred Shares without the consent in writing of the Holders of at least fifty percent (50%) of the Preferred Shares or Ordinary Shares issued upon conversion of the Preferred Shares or a combination of such Preferred Shares and Ordinary Shares(voting together on as-converted basis).

(b) Underwriting. If a registration statement under which the Company gives notice under this Section 2.4 is for an underwritten offering, then the Company shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder's Registrable Securities to be included in a registration pursuant to this Section 2.4 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Agreement but subject to Section 2.13, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first, to the Company, second, to each of the Holders requesting inclusion of their Registrable Securities in such registration statement on a pro rata basis based on the total number of shares of Registrable Securities then held by each such Holder, and third, to holders of other securities of the Company; provided, however,

that the right of the underwriter(s) to exclude shares (including Registrable Securities) from the registration and underwriting as described above shall be restricted so that (i) the number of Registrable Securities included in any such registration is not reduced below twenty-five percent (25%) of the aggregate number of shares of Registrable Securities for which inclusion has been requested; and (ii) all shares that are not Registrable Securities

and are held by any other person, including, without limitation, any person who is an employee, officer or director of the Company (or any subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(c) Not Demand Registration. Registration pursuant to this Section 2.4 shall not be deemed to be a demand registration as described in Section 2.3 above. There shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 2.4.

2.5. Form F-3. In case the Company shall receive from any Holder a written request or requests that the Company effect a registration on Form F-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, then the Company will:

(a) Notice. Promptly give written notice of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance, to all other Holders of Registrable Securities; and

(b) Registration. As soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within twenty (20) days after the Company provides the notice contemplated by Section 2.5(a); provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 2.5:

(i) if Form F-3 is not available for such offering by the Holders;

(ii) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public of less than US$500,000;

(iii) if the Company shall furnish to the Holders a certificate signed by the President or Chief Executive Officer of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its shareholders for such Form F-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F-3 registration statement no more than once during any twelve (12)-month period for a period of not more than sixty (60) days after receipt of the request of the Holder or Holders under this Section 2.5; provided that the Company shall not register any of its other shares during such sixty (60)-day period;

(iv) if the Company has, within the twelve (12)-month period preceding the date of such request, already effected two (2) registrations under the Securities Act other than a registration from which the Registrable Securities of Holders have been excluded (with respect to all or any portion of the Registrable Securities the Holders requested be included in such registration) pursuant to the provisions of Sections 2.3(b) and 2.4 (a); or

(v) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

Subject to the foregoing, the Company shall file a Form F-3 registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the Holders.

(c) Not Demand Registration. Form F-3 registrations shall not be deemed to be demand registrations as described in Section 2.3 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 2.5.

2.6. Expenses. All Registration Expenses incurred in connection with any registration pursuant to Sections 2.3, 2.4 or 2.5 (but excluding Selling Expenses, underwriting discounts and commissions and fees for special counsel of the Holders participating in such registration) shall be borne by the Company; provided, however, the expenses in excess of $50,000 of any special audit required in connection with a Demand Registration shall be borne pro rata by the Holders participating in such registration. Each Holder participating in a registration pursuant to Sections 2.3, 2.4 or 2.5 shall bear such Holder's proportionate share (based on the total number of shares sold in such registration other than for the account of the Company) of all Selling Expenses or other amounts payable to underwriter(s) or brokers, in connection with such offering by the Holders. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 2.3 if the registration request is subsequently withdrawn at the request of the Holders of at least a majority of the Registrable Securities to be registered, unless the Holders of at least a majority of the Registrable Securities then outstanding agree that such registration constitutes the use by the Holders of one (1) demand registration pursuant to Section 2.3; provided further, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company not known to the Holders at the time of their request for such registration and have withdrawn their request for registration with reasonable promptness after learning of such material adverse change, then the Holders shall not be required to pay any of such expenses and such registration shall not constitute the use of a demand registration pursuant to Section 2.3.

2.7. Obligations of the Company. Whenever required to effect the registration of any Registrable Securities under this Agreement the Company shall, as expeditiously as reasonably possible:

(a) Registration Statement. Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective, and, upon the request of the Holders of at least a majority of the Registrable Securities registered thereunder, keep such registration

statement effective for a period of up to ninety (90) days or, in the case of Registrable Securities registered under Form F-3 in accordance with Rule 415 under the Securities Act or a successor rule, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such ninety (90) day period shall be extended for a period of time equal to the period any Holder refrains from selling any securities included in such registration at the request of the underwriter(s), and (ii) in the case of any registration of Registrable Securities on Form F-3 which are intended to be offered on a continuous or delayed basis, such ninety (90) day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold.

(b) Amendments and Supplements. Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(c) Prospectuses. Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration.

(d) Blue Sky. Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act.

(e) Underwriting. In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.

(f) Notification. Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of (i) the issuance of any stop order by the SEC in respect of such registration statement, or (ii) the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(g) Opinion and Comfort Letter. Furnish, at the request of any Holder requesting registration of Registrable Securities, on the date that such Registrable Securities are delivered to the underwriter(s) for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion,

dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) letters dated as of (x) the effective date of the registration statement covering such Registrable Securities and (y) the closing date of the offering, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities.

2.8. Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 2.3, 2.4 or 2.5 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to timely effect the registration of their Registrable Securities.

2.9. Indemnification. In the event any Registrable Securities are included in a registration statement under Sections 2.3, 2.4 or 2.5:

(a) By the Company. To the extent permitted by law, the Company will indemnify and hold harmless each Holder, its partners, officers, directors, legal counsel, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act, or other United States federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "**Violation**"):

(i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or

(iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any United States federal or state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any United States federal or state securities law in connection with the offering covered by such registration statement;

and the Company will reimburse each such Holder, its partner, officer, director, legal counsel, underwriter or controlling person for any legal or other expenses reasonably incurred by them, as such expenses are incurred, in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection 2.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company

(which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, legal counsel, underwriter or controlling person of such Holder.

(b) By Selling Holders. To the extent permitted by law, each selling Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers, legal counsel or any person who controls such Holder within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, legal counsel, controlling person, underwriter or other such Holder, partner or director, officer or controlling person of such other Holder may become subject under the Securities Act, the Exchange Act or other United States federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Holder, partner, officer, director or controlling person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection 2.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided, further, that in no event shall any indemnity under this Section 2.9(b) exceed the net proceeds received by such Holder in the registered offering out of which the applicable Violation arises.

(c) Notice. Promptly after receipt by an indemnified party under this Section 2.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of liability to the indemnified party under this Section 2.9 to the extent the indemnifying party is prejudiced as a result thereof, but the omission to so deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.9.

(d) Contribution. In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any indemnified party makes a claim for indemnification pursuant to this Section 2.9 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 2.9 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any indemnified party in circumstances for which indemnification is provided under this Section 2.9; then, and in each such case, the indemnified party and the indemnifying party will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other hand, in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case: (A) no Holder will be required to contribute any amount in excess of the net proceeds to such Holder from the sale of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(e) Survival; Consents to Judgments and Settlements. The obligations of the Company and Holders under this Section 2.9 shall survive the completion of any offering of Registrable Securities in a registration statement, regardless of the expiration of any statutes of limitation or extensions of such statutes. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

2.10. No Registration Rights to Third Parties. Without the prior written consent of the Holders of a majority of the Registrable Securities then outstanding, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any person or entity any registration rights of any kind (whether similar to the demand, "piggyback" or Form F-3 registration rights described in this Section 2, or otherwise) relating to any securities of the Company which are senior to, or on a parity with, those granted to the Holders of Registrable Securities.

2.11. Transfer of Rights. The registration rights may be transferred provided that the Company is given written notice thereof and provided that the transfer a) is in connection with a transfer of all securities of the transferor, b) involves a transfer of at least 100,000 shares, or c) is to constituent partners or shareholders who agree to act through a single representative.

2.12. Rule 144 Reporting. With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration or pursuant to a registration on Form F-3, after such time as a public market exists for the Ordinary Shares, the Company agrees to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) File with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) So long as a Holder owns any Registrable Securities, to furnish to such Holder forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the Company's initial public offering), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or its qualification as a registrant whose securities may be resold pursuant to Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents of the Company as a Holder may reasonably request in availing itself of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form F-3.

2.13. Market Stand-Off. Each party agrees that, so long as it holds any voting securities of the Company, upon request by the Company or the underwriters managing the initial public offering of the Company's securities, it will not sell or otherwise transfer or dispose of any securities of the Company (other than those permitted to be included in the registration and other transfers to affiliates permitted by law) without the prior written consent of the Company or such underwriters, as the case may be, for a period of time specified by the representative of the underwriters not to exceed one hundred and eighty (180) days from the effective date of the registration statement covering such initial public offering or the pricing date of such offering as may be requested by the underwriters; provided, however, that the foregoing shall not, in any way, limit the applicable lock-up arrangements in respect of the Founders and BVI Companies pursuant to Section 5.09 of the Series E Shares Purchase Agreement, which will apply for at least six (6) months, unless otherwise agreed by the lead underwriter of securities of the Company in connection with the registration of such initial public offering. The Company shall use commercially reasonable efforts to take all steps to shorten such lock-up period for the Preferred Shareholders. The foregoing provision of this Section 2.13 shall not apply to the sale of any securities of the Company to an underwriter pursuant to any underwriting agreement, and shall only be applicable to the Holders if all other shareholders of the Company enter into similar agreements, and if the Company or any underwriter releases any other shareholder from his, her or its sale restrictions so undertaken, then each Holder shall be notified prior to such release and shall itself be simultaneously released to the same proportional extent. The Company shall require all future acquirers of the Company's securities to execute prior to a

Qualified Public Offering a market stand-off agreement containing substantially similar provisions as those contained in this Section 2.13.

2.14. Termination. The Registration Rights for each Holder owns any Registrable Securities shall terminate on the late of (i) three (3) years after the consummation of a Qualified Public Offering, or (ii) eight (8) years after the Closing (as defined in the Series E Shares Purchase Agreement).

3. RIGHT OF PARTICIPATION.

3.1. General. The Preferred Shareholders and any holders of Preferred Shares to which rights under this Section 3 have been duly assigned in accordance with Section 4.6 (hereinafter referred to as a "**Participation Rights Holder**") shall have the right of first refusal to purchase such Participation Rights Holder's Pro Rata Share (as defined below), of all (or any part) of any New Securities (as defined in Section 3.3), issued after the date of this Agreement (the "**Right of Participation**").

3.2. Pro Rata Share. A Participation Rights Holder's "**Pro Rata Share**" for purposes of the Right of Participation is the ratio of (a) the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis, including the number of Ordinary Shares issued or reserved for issuance pursuant to the Company's employee share option plans approved by the Board.) held by such Participation Rights Holder, to (b) the total number of Ordinary Shares (calculated on a fully-diluted and as-converted basis, including the number of Ordinary Shares issued or reserved for issuance pursuant to the Company's employee share option plans approved by the Board) then outstanding immediately prior to the issuance of New Securities giving rise to the Right of Participation.

3.3. New Securities. "**New Securities**" shall mean any class or series of preferred shares, Ordinary Shares or other voting shares of the Company and rights, options or warrants to purchase such preferred shares, Ordinary Shares and securities of any type whatsoever that are, or may become, convertible or exchangeable into such preferred shares, Ordinary Shares or other voting shares issued or granted following the date hereof, provided, however, that the term "New Securities" shall not include:

(a) any Ordinary Shares (and/or options or warrants therefor) issued to employees, officers, directors, contractors, advisors or consultants of the Company pursuant to the Company's employee share option plans approved by the Board and holders of Preferred Shares, provided that the total number of such Ordinary Shares shall not exceed 1,307,672 shares (as adjusted for share dividends, splits, combinations, recapitalizations or similar events);

(b) any Preferred Shares issued under the Previous Purchase Agreements or the Series E Shares Purchase Agreement and any Ordinary Shares issued pursuant to the conversion thereof;

(c) any securities issued in connection with any share split, share dividend or other similar event in which all Participation Rights Holders are entitled to participate on a pro rata basis;

(d) any securities issued upon the exercise, conversion or exchange of any outstanding security if such outstanding security was created prior to the date hereof;

(e) any securities issued pursuant to a Qualified Public Offering; or

(f) any securities issued pursuant to the acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization duly approved in accordance with Section 10.1 in which the Company acquires, in a single transaction or series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity.

3.4. Procedures.

(a) First Participation Notice. In the event that the Company proposes to undertake an issuance of New Securities (in a single transaction or a series of related transactions), it shall give to each Participation Rights Holder written notice of its intention to issue New Securities (the "**First Participation Notice**"), describing the amount and type of New Securities, the price and the general terms upon which the Company proposes to issue such New Securities. Each Participation Rights Holder shall have twenty (20) business days from the date of receipt of any such First Participation Notice to agree in writing to purchase such Participation Rights Holder's Pro Rata Share of such New Securities for the price and upon the terms and conditions specified in the First Participation Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed such Participation Rights Holder's Pro Rata Share). If any Participation Rights Holder fails to so agree in writing within such twenty (20) business day period to purchase such Participation Rights Holder's full Pro Rata Share of an offering of New Securities, then such Participation Rights Holder shall forfeit the right hereunder to purchase that part of its Pro Rata Share of such New Securities that it did not agree to purchase.

(b) Second Participation Notice; Oversubscription. If any Participating Rights Holder fails or declines to exercise its Right of Participation in accordance with subsection (a) above, the Company shall promptly give notice (the "**Second Participation Notice**") to other Participating Rights Holders who exercised their Right of Participation (the "**Right Participants**") in accordance with subsection (a) above. Each Right Participant, other than a Participating Rights Holder who fails or declines to exercise its Right of Participation in accordance with subsection (a) above, shall have five (5) business days from the date of the Second Participation Notice (the "**Second Participation Period**") to notify the Company of its desire to purchase more than its Pro Rata Share of the New Securities, stating the number of the additional New Securities it proposes to buy (the "**Additional Number**"). Such notice may be made by telephone if confirmed in writing within in two (2) business days. If, as a result thereof, such oversubscription exceeds the total number of the remaining New Securities available for purchase, each oversubscribing Right Participant will be cut back by the Company with respect to its oversubscription to that number of remaining New Securities equal to the lesser of (x) the Additional Number and (y) the product obtained by multiplying (i) the number of the remaining New Securities available for subscription by (ii) a fraction, the numerator of which is the number of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by such oversubscribing Right Participant and the denominator of which is the total number of Ordinary Shares (calculated

on a fully-diluted and as-converted basis) held by all the oversubscribing Right Participants. Each Right Participant shall be obligated to buy such number of New Securities as determined by the Company pursuant to this Section 3.4 and the Company shall so notify the Right Participants within fifteen (15) business days following the date of the Second Participation Notice.

3.5. Failure to Exercise. Upon the expiration of the Second Participation Period, or in the event no Participation Rights Holder exercises the Right of Participation within twenty (20) business days following the issuance of the First Participation Notice, the Company shall have ninety (90) days thereafter to sell the New Securities described in the First Participation Notice (with respect to which the Right of Participation hereunder were not exercised) at the same or higher price and upon non-price terms not materially more favorable to the purchasers thereof than specified in the First Participation Notice. In the event that the Company has not issued and sold such New Securities within such ninety (90) day period, then the Company shall not thereafter issue or sell any New Securities without again first offering such New Securities to the Participation Rights Holders pursuant to this Section 3.

3.6. Termination. The Right of Participation for each Participation Rights Holder shall terminate upon the consummation of a Qualified Public Offering.

3.7. Limitations on Subsequent Rights. In any event and subject to Article 39 of the Restated Articles, if the Company grants to any such person or entity any right of any nature that are superior to those of the holders of Preferred Shares, the Company shall grant such superior right to the holders of Preferred Shares as well.

4. TRANSFER RESTRICTIONS.

4.1. Certain Definitions. For purposes of this Section 4, "**Ordinary Shares**" means (i) the Company's issued and outstanding Ordinary Shares (excluding Ordinary Shares held by the IDG Funds), (ii) the Ordinary Shares issuable upon exercise of outstanding options (including the employee share option plan) or warrants and (iii) the Ordinary Shares issuable upon conversion of any outstanding convertible securities (other than the Preferred Shares); "**Preferred Shares**" means (i) Series A-1 Preferred Shares, (ii) Series A-2 Preferred Shares, (iii) Series B Preferred Shares, (iv) Series C Preferred Shares, (v) Series D Preferred Shares, (vi) Series E Preferred Shares, (vii) the Ordinary Shares issued or issuable upon conversion of the Company's outstanding Preferred Shares, and (viii) the Ordinary Shares held by the IDG Funds immediately prior to the closing of Series B investment contemplated under the Series B Shares Purchase Agreement; "**Preferred Shareholder**" means each holder of the Preferred Shares and its permitted assignees to whom its rights under this Section 4 have been duly assigned in accordance with this Agreement; and "**Ordinary Shareholder**" means any holder of the Company's outstanding Ordinary Shares, excluding the IDG Funds holding Ordinary Shares.

4.2. Preferred Shareholders' Right of First Refusal. Subject to Sections 4.6 and 4.8 of this Agreement, if any Ordinary Shareholder of the Company proposes to sell or transfer any Ordinary Shares held by it (the "**Selling Shareholder**"), then such Selling Shareholder shall promptly give

written notice (the "**Transfer Notice**") to the Company and each of the Preferred Shareholder (the "**Non-Selling Shareholders**") prior to such sale or transfer. The Transfer Notice shall describe in reasonable detail the proposed sale or

transfer including, without limitation, the number of Ordinary Shares to be sold or transferred (the "**Offered Shares**"), the nature of such sale or transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee. The Non-Selling Shareholders shall have an option for a period of twenty (20) days from receipt of the Transfer Notice to elect to purchase the Offered Shares at the same price and subject to the same terms and conditions as described in the Transfer Notice. The Non-Selling Shareholders may exercise such purchase option and purchase all or any portion of the Offered Shares by notifying the Selling Shareholder in writing before expiration of such twenty (20) days period as to the number of shares that it wishes to purchase. Each Non-Selling Shareholder will have the right, exercisable upon written notice (the "**Non-Selling Shareholder's First Refusal Notice**") to the Selling Shareholder, the Company and each other Non-Selling Shareholder within twenty (20) days after receipt of the Transfer Notice (the "**Non-Selling Shareholder's First Refusal Period**") of its election to exercise its right of first refusal hereunder. The Non-Selling Shareholder's First Refusal Notice shall set forth the number of Offered Shares that such Non-Selling Shareholder wishes to purchase, which amount shall not exceed the First Refusal Allotment (as defined below) of such Non-Selling Shareholder. Such right of first refusal shall be exercised as follows:

(a) First Refusal Allotment. Each Non-Selling Shareholder shall have the right to purchase that number of the Offered Shares (the "**First Refusal Allotment**") equivalent to the product obtained by multiplying the aggregate number of the Offered Shares by a fraction, the numerator of which is the number of Ordinary Shares (on an as-converted basis) held by such Non-Selling Shareholder at the time of the transaction and the denominator of which is the total number of Ordinary Shares (on an as-converted basis) owned by all Non-Selling Shareholders at the time of the transaction who elect to participate in the right of first refusal purchase. A Non-Selling Shareholder shall not have a right to purchase any of the Offered Shares unless it exercises its right of first refusal within the Non-Selling Shareholder's First Refusal Period to purchase up to all of its First Refusal Allotment of the Offered Shares. To the extent that any Non-Selling Shareholder does not exercise its right of first refusal to the full extent of its First Refusal Allotment, the Selling Shareholder and the exercising Non-Selling Shareholders shall, at the exercising Non-Selling Shareholders' sole discretion, within five (5) days after the end of the Non-Selling Shareholder's First Refusal Period, make such adjustment to the First Refusal Allotment of each exercising Non-Selling Shareholder so that any remaining Offered Shares may be allocated to those Non-Selling Shareholders exercising their rights of first refusal on a pro rata basis.

(b) Purchase Price and Payment. The purchase price for the Offered Shares to be purchased by the Non-Selling Shareholders exercising their right of first refusal will be the price set forth in the Transfer Notice, but will be payable as set forth below. If the purchase price in the Transfer Notice includes consideration other than cash, the cash equivalent value of the non-cash consideration will be as previously determined by the Board in good faith, which determination will be binding upon the Company, the Selling Shareholder and the Non-Selling Shareholders, absent fraud or manifest error. Payment of the purchase price for the Offered Shares purchased by the Non-Selling Shareholders shall be made within thirty (30) days following the date of the First Refusal Expiration Notice (as defined in the Section 4.2(c) below) by wire transfer or check as directed by the Selling Shareholder, provided that a share certificate or certificates for the Offered Shares have been delivered to the Non-Selling Shareholders immediately prior to payment of such purchase price.

(c) Expiration Notice. Within ten (10) days after the expiration of the Non-Selling Shareholder's First Refusal Period, the Company will give written notice (the "**First Refusal Expiration Notice**") to the Selling Shareholder and the Non-Selling Shareholders specifying either (i) that all of the Offered Shares were subscribed by the Non-Selling Shareholders exercising their rights of first refusal, or (ii) that the Non-Selling Shareholders have not subscribed for all of the Offered Shares in which case the First Refusal Expiration Notice will specify the Co-Sale Pro Rata Portion (as defined below) of the remaining Offered Shares for the purpose of the co-sale right of the holders of the Preferred Shares described in the Section 4.3 below.

(d) Rights of a Selling Shareholder. If any Non-Selling Shareholder exercises its right of first refusal to purchase the Offered Shares, then, upon the date the notice of such exercise is given by the Non-Selling Shareholder, the Selling Shareholder will have no further rights as a holder of such Offered Shares except the right to receive payment for such Offered Shares from such Non-Selling Shareholder in accordance with the terms of this Agreement, and the Selling Shareholder will forthwith cause all certificate(s) evidencing such Offered Shares to be surrendered to the Company for transfer to such Non-Selling Shareholder together with an executed instrument of transfer and the register of members of the Company shall be updated accordingly.

4.3. Preferred Shareholders' Co-Sale Right. In the event that any Non-Selling Shareholders have not exercised their right of first refusal with respect to any or all of the Offered Shares, then the remaining Offered Shares not subscribed for under the right of first refusal pursuant to Section 4.2 above shall be subject to co-sale rights under this Section 4.3 and each Non-Selling Shareholder who have not exercised any of its right of first refusal with respect to the Offered Shares shall have the right, exercisable upon written notice to the Selling Shareholder, the Company and each other Non-Selling Shareholders (the "**Co-Sale Notice**") within twenty (20) days after receipt of First Refusal Expiration Notice (the "**Co-Sale Right Period**"), to participate in such sale of the Offered Shares on the same terms and conditions as set forth in the Transfer Notice. The Co-Sale Notice shall set forth the number of Ordinary Shares (on both an fully-diluted and as-converted to Ordinary Shares basis) that such participating Non-Selling Shareholder wishes to include in such sale or transfer, which amount shall not exceed the Co-Sale Pro Rata Portion (as defined below) of such Non-Selling Shareholder. To the extent one or more of the Non-Selling Shareholders exercise such right of participation in accordance with the terms and conditions set forth below, the number of Ordinary Shares that such Selling Shareholder may sell in the transaction shall be correspondingly reduced. The co-sale right of each Non-Selling Shareholder shall be subject to the following terms and conditions:

(a) Co-Sale Pro Rata Portion. Each Non-Selling Shareholder may sell all or any part of that number of Ordinary Shares (on an as-converted basis) held by it that is equal to the product obtained by multiplying (x) the aggregate number of the Offered Shares subject to the co-sale right hereunder by (y) a fraction, the numerator of which is the number of Ordinary Shares (on an as-converted basis) owned by such Non-Selling Shareholder at the time of the sale or transfer and the denominator of which is the combined number of Ordinary Shares (on an as-converted basis) at the time owned by all Non-Selling Shareholders who elect to exercise their co-sale rights (if any Non-Selling Shareholder does not elect to exercise the co-sale right to the full extent, then its Ordinary Shares (on as-converted basis) for calculation in the denominator shall be proportionately reduced) and the Selling Shareholder ("**Co-Sale Pro Rata Portion**").

(b) Transferred Shares. Each participating Preferred Shareholder shall effect its participation in the sale by promptly delivering to the Selling Shareholder for transfer to the prospective purchaser one or more certificates, properly endorsed for transfer, together with an executed instrument of the transfer, which represent:

(i) the number of Ordinary Shares which such Non-Selling Shareholder elects to sell;

(ii) that number of Preferred Shares which is at such time convertible into the number of Ordinary Shares that such Non-Selling Shareholder elects to sell; provided in such case that, if the prospective purchaser objects to the delivery of Preferred Shares in lieu of Ordinary Shares, such Non-Selling Shareholder shall convert such Preferred Shares into Ordinary Shares and deliver Ordinary Shares as provided in Subsection 4.3(b)(i) above. The Company agrees to make any such conversion concurrent with the actual transfer of such shares to the purchaser; or

(iii) a combination of the above.

(c) Payment to Preferred Shareholder. The share certificate or certificates that the participating Preferred Shareholder delivers to the Selling Shareholder pursuant to Section 4.3(b) shall be delivered to the prospective purchaser in consummation of the sale of the Offered Shares pursuant to the terms and conditions specified in the Transfer Notice, and the Selling Shareholder shall concurrently therewith remit to such Non-Selling Shareholder that portion of the sale proceeds to which such Non-Selling Shareholder is entitled by reason of its participation in such sale. To the extent that any prospective purchaser or purchasers prohibits such assignment or otherwise refuses to purchase any shares or other securities from a Non-Selling Shareholder exercising its co-sale right hereunder, the Selling Shareholder shall not sell to such prospective purchaser or purchasers any Ordinary Shares unless and until, simultaneously with such sale, the Selling Shareholder shall purchase such shares or other securities from such Non-Selling Shareholder.

(d) Right to Transfer. To the extent the Non-Selling Shareholders do not elect to purchase, or to participate in the sale of, any or all of the Offered Shares subject to the Transfer Notice, the Selling Shareholder may, not later than ninety (90) days following delivery to the Company and each of the Non-Selling Shareholder of the Transfer Notice, conclude a transfer of the Offered Shares covered by the Transfer Notice and not elected to be purchased by the Company or the Non-Selling Shareholders, which in each case shall be on substantially the same terms and conditions as those described in the Transfer Notice. The parties agree that each such transferee, prior to and as a condition to the consummation of any sale, shall execute and deliver to the parties documents and other instruments assuming the obligations of such Transferor under this Agreement and if applicable, the Share Restriction Agreement with respect to the remaining Offered Shares. Any proposed transfer on terms and conditions which are materially different from those described in the Transfer Notice, as well as any subsequent proposed transfer of any Ordinary Shares by the Selling Shareholder, shall again be subject to the right of first refusal of the Non-Selling Shareholders and the co-sale right of the Non-Selling Shareholders and shall require compliance by the Selling Shareholder with the procedures described in Sections 4.2, and 4.3 of this Agreement.

4.4. Preferred Share Non-Selling Shareholder's Right of First Refusal. If any Preferred Shareholder proposes to sell or transfer any Preferred Shares held by it (the "**Preferred Share Selling Shareholder**") to a third party other than a Permitted Transferee (as defined in Section 4.6), then such Preferred Share Selling Shareholder shall promptly give written notice (the "**Preferred Share Transfer Notice**") to the Company and all the other Preferred Shareholders (the "**Preferred Share Non-Selling Shareholders**") prior to such sale or transfer. The Preferred Share Transfer Notice shall describe in reasonable detail the proposed sale or transfer including, without limitation, the class and number of Preferred Shares to be sold or transferred (the "**Offered Preferred Shares**"), the nature of such sale or transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee. The Preferred Share Non-Selling Shareholders shall have an option for a period of twenty (20) days from receipt of the Preferred Share Transfer Notice to elect to purchase all of the Offered Preferred Shares at the same price and subject to the same terms and conditions as described in the Preferred Share Transfer Notice. The Preferred Share Non-Selling Shareholders may exercise such purchase option and purchase all of the Offered Preferred Shares by notifying the Preferred Share Selling Shareholder in writing before expiration of such twenty (20) days period as to the number of shares that it wishes to purchase. Each Preferred Share Non-Selling Shareholder will have the right, exercisable upon written notice (the "**Preferred Share Non-Selling Shareholder's First Refusal Notice**") to the Preferred Share Selling Shareholder, the Company and each other Preferred Share Non-Selling Shareholders within twenty (20) days after receipt of the Preferred Share Transfer Notice (the "**Preferred Share Non-Selling Shareholder's First Refusal Period**") of its election to exercise its right of first refusal hereunder. The Preferred Share Non-Selling Shareholder's First Refusal Notice shall set forth the class and number of the Offered Preferred Shares that such Preferred Share Non-Selling Shareholder wishes to purchase, which amount shall not exceed the Preferred Share Non-Selling Shareholder's First Refusal Allotment (as defined below) of such Preferred Share Non-Selling Shareholder. Such right of first refusal shall be exercised as follows:

(a) Preferred Share Non-Selling Shareholder's First Refusal Allotment. Each Preferred Share Non-Selling Shareholder shall have the right to purchase that class and number of the Offered Preferred Shares (the "**Preferred Share Non-Selling Shareholder's First Refusal Allotment**") equivalent to the product obtained by multiplying the aggregate number of the Offered Preferred Shares by a fraction, the numerator of which is the number of Ordinary Shares (on an as-converted basis) held by such Preferred Share Non-Selling Shareholder at the time of the transaction and the denominator of which is the total number of Ordinary Shares (on an as-converted basis) owned by all the Preferred Share Non-Selling Shareholders at the time of the transaction who elect to participate in the right of first refusal purchase. A Preferred Share Non-Selling Shareholder shall not have a right to purchase any of the Offered Preferred Shares unless such Preferred Share Non-Selling Shareholder exercise the right of first refusal within the Preferred Share Non-Selling Shareholder's First Refusal Period to purchase up to all of its Preferred Share Non-Selling Shareholder's First Refusal Allotment of the Offered Preferred Shares. To the extent that any Preferred Share Non-Selling Shareholder does not exercise its right of first refusal to the full extent of its Preferred Share Non-Selling Shareholder's First Refusal Allotment, the Preferred Share Selling Shareholder and the exercising Preferred Share Non-Selling Shareholders shall, at the exercising Preferred Share Non-Selling Shareholders' sole discretion, within five (5) days after the end of the Preferred Share Non-Selling Shareholder's First Refusal Period, make such adjustment to the Preferred Share Non-Selling Shareholder's First Refusal Allotment of each exercising Preferred Share Non-Selling Shareholder so that any remaining

Offered Preferred Shares may be allocated to those Preferred Share Non-Selling Shareholders exercising their rights of first refusal on a pro rata basis.

(b) Purchase Price and Payment. The purchase price for the Offered Preferred Shares to be purchased by the Preferred Share Non-Selling Shareholders exercising their right of first refusal will be the price in cash as set forth in the Preferred Share Transfer Notice. Payment of the purchase price for the Offered Preferred Shares purchased by the Preferred Share Non-Selling Shareholders shall be made within thirty (30) days following the date of the Affirmative First Refusal Expiration Notice (as defined in the Section 4.4(c) below) by wire transfer or check as directed by the Preferred Share Selling Shareholder, provided that a share certificate or certificates and instruments of transfer for the Offered Preferred Shares have been delivered to the Preferred Share Non-Selling Shareholders immediately prior to payment of such purchase price .

(c) Expiration Notice. Within ten (10) days after the expiration of the Preferred Share Non-Selling Shareholder's First Refusal Period, the Company will give written notice (the "**Preferred Share First Refusal Expiration Notice**") to the Preferred Share Selling Shareholder and the Preferred Share Non-Selling Shareholders specifying (i) that all of the Offered Preferred Shares were subscribed by the Preferred Share Non-Selling Shareholders exercising their rights of first refusal (the "**Affirmative First Refusal Expiration Notice**"), or (ii) that the Preferred Share Non-Selling Shareholders have not subscribed for all the Offered Preferred Shares (the "**Negative First Refusal Expiration Notice**") in which case the Negative First Refusal Expiration Notice will specify the Preferred Share Non-Selling Shareholders' right of first refusal under this Section 4.4 shall be prohibited and not exercisable and the Preferred Share Selling Shareholder shall sell or transfer all of the Offered Preferred Shares to the purchaser or transferee as listed in Preferred Share Transfer Notice subject to the Preferred Share Non-Selling Shareholder's co-sale right under Section 4.5.

4.5. Preferred Share Non-Selling Shareholder's Co-Sale Right. In the event that the Preferred Share Non-Selling Shareholders have not subscribed for all the Offered Preferred Shares, the Preferred Share Selling Shareholder shall sell or transfer the Offered Preferred Shares to the purchaser or transferee as listed in Preferred Share Transfer Notice subject to co-sale rights under this Section 4.5 and each Preferred Share Non-Selling Shareholder (for purpose of this Section 4.5, the Preferred Share Non-Selling Shareholders shall not include the Founders when mentioned in this Section 4.5 in connection with co-sale right) shall have the right, exercisable upon written notice to the Preferred Share Selling Shareholder, the Company and each other Preferred Share Non-Selling Shareholder (the "**Preferred Share Co-Sale Notice**") within twenty (20) days after receipt of Preferred Share First Refusal Expiration Notice (the "**Preferred Share Co-Sale Right Period**"), to participate in such sale of the Offered Preferred Shares on the same terms and conditions as set forth in the Preferred Share Transfer Notice. The Preferred Share Co-Sale Notice shall set forth the class and number of Preferred Shares that such participating Preferred Share Non-Selling Shareholder wishes to include in such sale or transfer, which amount shall not exceed the Preferred Share Co-Sale Pro Rata Portion (as defined below) of such Preferred Share Non-Selling Shareholder. To the extent one or more of the Preferred Share Non-Selling Shareholders exercise such right of participation in accordance with the terms and conditions set forth below, the number of Offered Preferred Share that such Preferred Share Selling Shareholder may sell in the transaction shall be correspondingly reduced. The

co-sale right of each Preferred Share Non-Selling Shareholder shall be subject to the following terms and conditions:

(a) Preferred Share Co-Sale Pro Rata Portion. Each Preferred Share Non-Selling Shareholder may sell all or any part of that number of Ordinary Shares (on as-converted basis) held by it that is equal to the product obtained by multiplying (x) the aggregate number of the Offered Preferred Shares, by (y) a fraction, the numerator of which is the number of Ordinary Shares (on an as-converted basis) owned by such Preferred Share Non-Selling Shareholder at the time of the sale or transfer and the denominator of which is the combined number of Ordinary Shares (on an as-converted basis) at the time owned by all the Preferred Share Non-Selling Shareholders who elect to exercise their co-sale rights (if any Preferred Share Non-Selling Shareholder does not elect to exercise the co-sale right to the full extent then its Ordinary Shares (on as-converted basis) for calculation in the denominator shall be proportionately reduced) and the Preferred Share Selling Shareholder ("**Preferred Share Co-Sale Pro Rata Portion**").

(b) Transferred Preferred Shares. Each participating Preferred Share Non-Selling Shareholder shall effect its participation in the sale by promptly delivering to the Preferred Share Selling Shareholder for transfer to the prospective purchaser one or more certificates, properly endorsed for transfer, together with an executed instrument of the transfer, which represent:

(i) the number of Ordinary Shares which such Preferred Share Non-Selling Shareholder elects to sell;

(ii) that number of Preferred Shares which is at such time convertible into the number of Ordinary Shares that such Preferred Share Non-Selling Shareholder elects to sell; provided in such case that, if the prospective purchaser objects to the delivery of Preferred Shares in lieu of Ordinary Shares, such Preferred Share Non-Selling Shareholder shall convert such Preferred Shares into Ordinary Shares and deliver Ordinary Shares as provided in Subsection 4.3(b)(i) above. The Company agrees to make any such conversion concurrent with the actual transfer of such shares to the purchaser; or

(iii) a combination of the above.

(c) Payment to Preferred Share Non-Selling Shareholder. The share certificate or certificates that the participating Preferred Share Non-Selling Shareholder delivers to the Preferred Share Selling Shareholder pursuant to Section 4.3(b) shall be transferred to the prospective purchaser in consummation of the sale of the Offered Preferred Shares pursuant to the terms and conditions specified in the Preferred Share Transfer Notice, and the Preferred Share Selling Shareholder shall concurrently therewith remit to such Preferred Share Non-Selling Shareholder that portion of the sale proceeds to which such Preferred Share Non-Selling Shareholder is entitled by reason of its participation in such sale. To the extent that any prospective purchaser or purchasers prohibits such assignment or otherwise refuses to purchase any shares or other securities from a Preferred Share Non-Selling Shareholder exercising its co-sale right hereunder, the Preferred Share Selling Shareholder shall not sell to such prospective purchaser or purchasers any Ordinary Shares (on as-converted basis) unless and until, simultaneously with such sale, the Preferred Share Selling Shareholder shall purchase such shares or other securities from such Preferred Share Non-Selling Shareholder.

(d) Right to Transfer. To the extent the Preferred Share Non-Selling Shareholders do not elect to purchase all, or to participate in the sale of, any or all of the Offered Preferred Shares subject to the Preferred Share Transfer Notice, the Preferred Share Selling Shareholder may, not later than ninety (90) days following delivery to the Company and each of the Preferred Share Non-Selling Shareholder of the Preferred Share

Transfer Notice, conclude a transfer of the Offered Preferred Shares covered by the Preferred Share Transfer Notice, which in each case shall be on substantially the same terms and conditions as those described in the Preferred Share Transfer Notice. Any proposed transfer on terms and conditions which are materially different from those described in the Preferred Share Transfer Notice, as well as any subsequent proposed transfer of any Preferred Shares by the Preferred Share Selling Shareholder, shall again be subject to the right of first refusal of the Preferred Share Non-Selling Shareholders and the co-sale right of the Preferred Share Non-Selling Shareholders and shall require compliance by the Preferred Share Selling Shareholder with the procedures described in Sections 4.4, and 4.5 of this Agreement.

4.6. Permitted Transfers. Notwithstanding anything to the contrary contained herein, the right of first refusal and co-sale rights of the Preferred Shareholder as set forth in the Section 4.2 and Section 4.3 above and the right of first refusal and co-sale rights of the Preferred Share Non-Selling Shareholders as set forth in the Section 4.4 and Section 4.5 above shall not apply to (a) any sale or transfer of Preferred Shares or Ordinary Shares to the Company pursuant to a repurchase right or right of first refusal held by the Company in the event of a termination of employment or consulting relationship; (b) any transfer to the affiliates, parents, children or spouse, or, as approved by the Board, any transfer to trusts for the benefit of such persons, of any holder of Preferred Shares or Ordinary Shares for bona fide estate planning purposes and any sale, transfer, disposition or assignment of Preferred Share or Ordinary Shares contemplated thereby (each transferee pursuant to the foregoing subsections (a) and (b), a "**Permitted Transferee**" and if the transferor under the foregoing subsection(b) is any holder of Ordinary Shares, the Permitted Transferee does not include such transferor's affiliate or affiliates; and if the transferor under the foregoing subsection(b) is any holder of Preferred Shares, the Permitted Transferee shall also include any general partner of the transferor and any private equity or venture capital fund now or hereafter existing which is controlled by or under common control with one or more general partners or shares the same management company with the transferor); provided that for the foregoing subsections (a) and (b), adequate documentation therefor is provided to the Preferred Shareholders to their satisfaction and that any such Permitted Transferee agrees in writing to be bound by this Agreement in place of the relevant transferor; provided, further, that, in relation to any transfer of Ordinary Shares, such transferor shall remain liable for any breach by such Permitted Transferee of any provision hereunder.

4.7. Transfer of Shares If No Qualified Public Offering.

4.7.1 Transfer of Shares to Series D Preferred Shareholders and the Series E Preferred Shareholders

(a) If (i) an initial public offering of the Company that does not constitute a Qualified Public Offering ("**Non-Qualified Public Offering**") is approved by the Board and the Preferred Shareholders in accordance with the provisions of Section 10.1 and is consummated, and (ii) the Series D Preferred Shares and the Series E Preferred Shares are converted into Ordinary Shares in connection therewith, then BVI 1 (the "**Existing Transferring Shareholder**") shall, and Li Rixue shall take all necessary steps to cause the

Existing Transferring Shareholder to, immediately prior to the completion of the Non-Qualified Public Offering, transfer such number of Ordinary Shares held by the Existing Transferring Shareholder that is equal to the applicable Aggregate Transferred Shares (as defined below) to the Series D Preferred Shareholders and the Series E Preferred Shareholders, with the applicable Aggregate Transferred Shares to be allocated, in each case, among all of the Series D Preferred Shareholders on a pro rata basis and all of the Series E Preferred Shareholders on a pro rata basis.

(b) For purposes of this Section 4.7.1, with respect to the Series D Preferred Shareholders, the "**Aggregate Transfer Shares**" shall mean the aggregate number of Ordinary Shares to be transferred by the Existing Transferring Shareholder to all Series D Preferred Shareholders as determined as follows:

(i) (I) in the event of a Non-Qualified Public Offering which is completed prior to the one (1) year anniversary of the Series D Execution Date, two times (2x) the Preferred D Share Issue Price (as defined below) minus the price per share of the Ordinary Shares in such Non-Qualified Public Offering, or (II) in the event of a Non-Qualified Public Offering which is completed after the one (1) year anniversary of the Series D Execution Date, two and a half times (2.5x) the Preferred D Share Issue Price (as defined below) minus the price per share of the Ordinary Shares in such Non-Qualified Public Offering, **divided** by:

(ii) the price per share of the Ordinary Shares in such Non-Qualified Public Offering, **multiplied** by:

(iii) the total number of Series D Preferred Shares outstanding immediately prior to the completion of the Non-Qualified Public Offering (and prior to the conversion of such Series D Preferred Shares to Ordinary Shares pursuant to Article 36 of the Restated Articles).

(c) For purposes of this Section 4.7.1, with respect to the Series E Preferred Shareholders, the "**Aggregate Transfer Shares**" shall mean the aggregate number of Ordinary Shares to be transferred by the Existing Transferring Shareholder to all Series E Preferred Shareholders as determined as follows:

(i) The price per share of the Ordinary Shares in a Qualified Public Offering minus the price per share of the Ordinary Shares in such Non-Qualified Public Offering, **divided** by:

(ii) the price per share of the Ordinary Shares in such Non-Qualified Public Offering, **multiplied** by:

(iii) the total number of Series E Preferred Shares outstanding immediately prior to the completion of the Non-Qualified Public Offering (and prior to the conversion of such Series D Preferred Shares to Ordinary Shares pursuant to Article 36 of the Restated Articles).

(d) Transferred Shares. The Existing Transferring Shareholder shall effect its transfer by promptly delivering to the Series D Preferred Shareholders and the Series E Preferred Shareholders one or more certificates, properly endorsed for transfer, which represent the number of Ordinary Shares which the Existing Transferring Shareholder

is required to transfer to the holders of the Series D Preferred Shares and the Series E Preferred Shares pursuant to this Section 4.7.1 as well as such other instruments and documents that may be reasonably required by the Company, the Series D Preferred Shareholders or the Series E Preferred Shareholders to complete the transfer.

(e) Survival of Rights. The provisions under this Section 4.7.1 shall survive the completion of the Non-Qualified Public Offering.

(f) Waiver of Rights. Notwithstanding this Section 4.7.1, the holders of more than fifty percent (50%) of Series D Preferred Shareholders or the holders of more than fifty percent (50%) of the Series E Preferred Shareholders shall respectively have the right but not the obligation to waive the requirement for the Existing Transferring Shareholder to transfer their respective entitlement of the Aggregate Transfer Shares to them, in part or in whole, in accordance with the provisions of this Section 4.7.1, if an initial public offering of the Company that does not constitute a Qualified Public Offering is approved by the Board and the Preferred Shareholders in accordance with the provisions of Section 10.1.

4.7.2 Transfer of Shares to Series E Preferred Shareholders

(a) If (i) (A) an initial public offering of the Company is not consummated on or before March 31, 2016, or (B) a Non-Qualified Public Offering is approved by the Board and the Preferred Shareholders in accordance with the provisions of Section 10.1 and is consummated, and (ii) the Series E Preferred Shares then held by the Series E Preferred Shareholders are converted into Ordinary Shares in connection therewith, then the Existing Transferring Shareholder shall, and Li Rixue shall take all necessary steps to cause the Existing Transferring Shareholder to, immediately prior to the completion of the Non-Qualified Public Offering, transfer a number of Ordinary Shares at par value held by the Existing Transferring Shareholder to each of the Series E Preferred Shareholders (on a pro rata basis) equal to the difference between: (i) the number of Series E Preferred Shares such Series E Preferred Shareholder would have been entitled to receive under the Series E Shares Purchase Agreement if the Purchase Price (as defined in the Series E Shares Purchase Agreement) was US$ 16.1135944 and (ii) the number of Series E Preferred Shares it actually received at the Purchase Price under the Series E Shares Purchase Agreement (collectively, the "**Series E Aggregate Transferred Shares**").

(b) For the avoidance of doubt, each Series E Preferred Shareholder shall be entitled to exercise its rights under either Section 4.7.1 or 4.7.2, but not under both sections. Once such Series E Preferred Shareholder elects to exercise its rights under either Section 4.7.1 or 4.7.2, it shall not be entitled to exercise its rights under the other Section and its rights under the other Section shall automatically terminate, unless the Existing Transferring Shareholder fails to transfer the Shares required to be transferred to such Series E Preferred Shareholder in accordance with the provisions of Section 4.7.1 or Section 4.7.2 (as applicable), in which case such Series E Preferred Shareholder's rights under Section 4.7.1 and 4.7.2 shall continue until the Existing Transferring Shareholder complies in full with its obligations thereunder.

(c) Survival of Rights. The provisions under this Section 4.7.2 shall survive the completion of the Non-Qualified Public Offering.

(d) Waiver of Rights. Notwithstanding this Section 4.7.2, each Series E Preferred Shareholder shall have the right, but not the obligation, to waive the

requirement for the Existing Transferring Shareholder to transfer such holder's entitlement of the Series E Aggregate Transfer Shares, in part or in whole, in accordance with the provisions of this Section 4.7.2.

4.8. Prohibited Transfers. None of the Founders or the BVI Companies shall, without the prior written consent of (i) the holders of more than fifty percent (50%) of the Preferred Shares (voting together as a single class on as-converted basis), (ii) the holders of more than seventy-five percent (75%) of the Series C Preferred Shares or their permitted assigns (voting together as a single class on as-converted basis), (iii) the holders of more than fifty percent (50%) of the Series D Preferred Shares (voting together as a single class on as-converted basis) and (iv) the holders of more than fifty percent (50%) of the Series E Preferred Shares (voting together as a single class on as-converted basis) or their permitted assigns, directly or indirectly sell, assign, transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose through one or a series of transactions any Company securities held by the Founders and the BVI Companies, to any person on or prior to a Qualified Public Offering. Any attempt by a party to sell or transfer such Ordinary Shares held by the Founders or the BVI Companies in violation of this Section 4 shall be void and the Company hereby agrees it will not effect such a transfer nor will it treat any alleged transferee as the holder of such shares without the written consent of all the Preferred Shareholders or its permitted assigns. No shareholders of the Company will transfer any Ordinary Shares or Preferred Shares to any person unless such transferee agrees to be bound by the terms of this Agreement pursuant to the Deed of Adherence in the form attached hereto as Exhibit C.

4.9. Application to BVI companies. The shareholders specifically agree that the restrictions with regard to the transfer of the Ordinary Shareholders' shares in the Company as described under this Section 4 shall apply equally to transfer of the shares of the BVI Companies, as if each of the provisions under this Section 4 has been repeated under this Section 4.9 with regard to transfer of the shares of the BVI Companies except that the reference to the shares in the Company has been revised to refer to the shares in the BVI Companies, as applicable, so that the result of such restrictions on the indirect transfer of the shares in the Company by transferring the shares in the BVI Companies is the same as if the BVI Companies directly transfer the relevant shares in the Company.

4.10. Restriction on Indirect Transfers. Except for any transfer by a holder of ordinary shares in the BVI Companies to its Permitted Transferees as provided in Section 4.6 above, without the prior written approval of (i) the holders of more than fifty percent (50%) of the Preferred Shares (voting together as a single class on as-converted basis), (ii) the holders of more than seventy-five percent (75%) of the Series C Preferred Shares or their permitted assigns (voting together as a single class on as-converted basis), (iii) the holders of more than fifty percent (50%) of the Series D Preferred Shares (voting together as a single class on as-converted basis) and (iv) the holders of more than fifth percent (50%) of the Series E Preferred Shares (voting together as a single class on as-converted basis):

(a) (i) The Founders shall not, directly or indirectly, sell, assign, transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose through one or a series of transactions any equity interest held, directly or indirectly, by him in the BVI Companies to any person; and (ii) the BVI Companies shall not, and the Founders shall not cause the BVI Companies to, issue to any person any equity securities of the BVI Companies or any options or warrants for, or any other securities exchangeable for or convertible into, such equity securities of the BVI Companies.

(b) The Founders and the BVI Companies shall not, or shall not cause or permit any other person to, directly or indirectly, sell, assign, transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose through one or a series of transactions any equity interest held or controlled by him or the BVI Companies respectively in the Company to any person. Any transfer in violation of this Section 4.10 shall be void and the Company hereby agrees it will not effect such a transfer nor will it treat any alleged transferee as the holder of such equity interest.

(c) Each Group Company shall not, and the Founders shall not cause any Group Company to, issue to any person any equity securities of such Group Company, or any options or warrants for, or any other securities exchangeable for or convertible into, such equity securities of such Group Company.

(d) Except for any transfers in accordance with the provisions of this Agreement, each of the Preferred Shareholders shall not, or shall not cause or permit any other person to, directly or indirectly, sell, assign, transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose through one or a series of transactions any equity interest held or controlled by it in the Company to any person. Any transfer in violation of this Section 4.10 shall be void and the Company hereby agrees it will not effect such a transfer nor will it treat any alleged transferee as the holder of such equity interest.

4.11. Guarantees by the Founders. The Founders hereby jointly and severally guarantee and warrant the performance and obligations of the BVI Companies under this Agreement.

4.12. Legend.

(a) (i) Each certificate representing the Ordinary Shares shall be endorsed with the following legend:

"THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER SET FORTH IN AN AMENDED AND RESTATED SHAREHOLDERS AGREEMENT, A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY."

(ii) In addition, each certificate representing the Unvested Shares (as defined in the Amended and Restated Restricted Share Agreement dated the same date as this Agreement entered into by, among others, the BVI Companies, the Company and the Preferred Shareholders ("**Restricted Share Agreement**")) shall be endorsed with the following legend:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A REPURCHASE RIGHT HELD BY THE ISSUER OR ITS PERMITTED ASSIGNEE AS SET FORTH IN THE AMENDED AND RESTATED RESTRICTED SHARE AGREEMENT, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND REPURCHASE RIGHT ARE BINDING ON TRANSFEREES OF THESE SHARES."

(b) Each party agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares represented by certificates bearing the legend referred to in Section 4.12(a) above to enforce the provisions of this Agreement and the Company agrees to promptly do so. The legend set forth in Section 4.12(a)(i) shall be removed upon termination of the provisions of this Section 4. The legend set forth in Section 4.12(a)(ii) shall be removed upon termination of the Repurchase Right (as defined in the Restricted Share Agreement), in accordance with the terms of the Restricted Share Agreement.

4.13. Transfer to a Competitor. Notwithstanding anything provided under this Section 4, none of the Ordinary Shares and Preferred Shares shall be sold or transferred to any direct competitor (whose business is primarily operating the same business as the Business (as defined in the Series E Shares Purchase Agreement) (the "**Direct Competitor**") of the Company, provided that such restriction shall not apply to the Series E Preferred Shareholders after the second (2nd) anniversary of the Closing (as defined in the Series E Shares Purchase Agreement). After the second (2nd) anniversary of the Closing, in the event that any Series E Preferred Shareholder proposes to sell or transfer any Series E Preferred Shares or Ordinary Shares converted from the Series E Preferred Shares to any Direct Competitor, the Founders shall have (through the BVI Companies), in preference to the right of first refusal of the Preferred Share Non-Selling Shareholders under Section 4.4, an option to purchase all, but not less than all, of such Preferred Shares or Ordinary Shares that are proposed to be transferred to such Direct Competitor on a pro rata basis, which option shall be exercised by delivering written notice to such Series E Preferred Shareholder within ten (10) business days after the Company's receipt of the Preferred Share Transfer Notice delivered pursuant to Section 4.4. In the event that the Founders (through the BVI Companies) do not elect to purchase all of such Preferred Shares or Ordinary Shares within the said ten (10)-business day period or fail to pay to the Series E Preferred Shareholder the purchase price for all of such Preferred Shares or Ordinary Shares by wire transfer of US dollars in legally available funds within ten (10) business days following the written notice stating the exercise of the option under this Section 4.13, such Preferred Shares or Ordinary Shares shall be subject to the rights of first refusal and the right of co-sale under Section 4.4 and Section 4.5 above.

4.14. Term. The provisions under this Section 4 shall terminate upon the earlier to occur of (i) the consummation of a Qualified Public Offering, or (ii) a Liquidation Event as defined in Section 7 below.

5. DRAG-ALONG RIGHT.

5.1. If at any time after the date hereof, the holders of more than fifty percent (50%) of Series E Preferred Shares (voting together as a single class and on an as-converted basis), the holders of more than fifty percent (50%) of Series D Preferred Shares (voting together as a single class and on an as-converted basis), the holders of more than seventy-five percent (75%) of Series C Preferred Shares (voting together as a single class and on an as-converted basis), the holders of more than fifty percent (50%) of Series B Preferred Shares (voting together as a single class and on an as-converted basis) and the holders of more than fifty percent (50%) of Series A Preferred Shares (voting together as a single class and on an as-converted basis) approve of a proposed Acquisition (as defined below), then, in any such event, upon written notice from any such holders of Preferred Shares of the

Company requesting them to do so, all of the other shareholders of the Company (the "Dissenting Shareholders") shall (i) vote, or give their written consent with respect to, all the Ordinary Shares and/or all the Preferred Shares (on an as-converted basis) directly or indirectly held by them in favor of such proposed Acquisition and in opposition of any proposal that could reasonably be expected to delay or impair the consummation of any such proposed Acquisition; (ii) refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to or in connection with such proposed Acquisition; and (iii) take all actions reasonably necessary to consummate the proposed Acquisition, including without limitation amending the then existing memorandum and articles of association of the Company; provided, however, any of the Dissenting Shareholders may elect not to vote or give their consent with respect to, all the Ordinary Shares and/or all the Preferred Shares (on an as-converted basis) directly or indirectly held by it in favor of such proposed Acquisition, but in any such event, such Dissenting Shareholders shall be obliged to purchase all the Ordinary Shares and/or all the Preferred Shares (on an as-converted basis) held by the shareholders who vote or give their consent with respect to, all the Ordinary Shares and/or all the Preferred Shares (on an as-converted basis) directly or indirectly held by them in favor of such proposed Acquisition, under the same terms and conditions as offered by the prospective purchaser of the proposed Acquisition.

5.2. For purposes of this Section 5, an "**Acquisition**" shall mean (i) a sale, lease, transfer or other disposition of all or substantially all of the assets of the Company, (ii) a transfer or an exclusive licensing of all or substantially all of the intellectual property of the Company, (iii) a sale, transfer or other disposition of a majority of the issued and outstanding share capital of the Company or a majority of the voting power of the Company; or (iv) a merger, consolidation or other business combination of the Company with or into any other business entity in which the shareholders of the Company immediately after such merger, consolidation or business combination hold shares representing less than a majority of the voting power of the outstanding share capital of the surviving business entity.

5.3. The right of the holders of Preferred Shares under this Section 5 shall be subject to the condition that the gross proceeds derived from the proposed Acquisition shall be at least two (2) times of post-money valuation of Series E financing (US$405,000,000), i.e., US$810,000,000.

6. REDEMPTION.

6.1. Redemption by the Company. Notwithstanding anything to the contrary herein, but subject in all cases to the redemption preferences as set forth in this Section 6:

(i) at any time commencing on the second (2^{nd}) anniversary of the date hereof (the "**Redemption Start Date**") and, if so requested by (i) the holders of more than fifty percent (50%) of the then outstanding Preferred Shares of any series (and particularly for Series C Preferred Shares, requested by holders representing more than seventy-five percent (75%) of the then outstanding Series C Preferred Shares); or

(ii) prior to the Redemption Start Date but following the occurrence of any "Early Series D Redemption Event" or "Early Series E Redemption Event" (as

defined below) and, if so requested by the holders of more than fifty percent (50%) of the then outstanding Series D Preferred Shares (upon the occurrence of an Early Series D Redemption Event) or Ping An (upon the occurrence of an Early Series E Redemption Event):

with respect to the redemption of Preferred Shares of such series, the Company shall redeem all or part of the outstanding Preferred Shares of such series in cash out of funds legally available for such redemption (the "**Redemption**"), subject to the provisions of this Section 6. If any holder of any series of Preferred Shares exercises its redemption right pursuant to Section 6.1(i) above, any other holders of other series of Preferred Shares shall have the right, but not the obligation, to exercise the Redemption of that series at the same time. For the avoidance of doubt, no other holders of Preferred Shares (other than the holders of the Series D Preferred Shares and Ping An) shall have the right to exercise the Redemption pursuant to Section 6.1(ii) above, provided that if any holder of the Series D Preferred Shares elects to exercise its right to have the Company redeem its Series D Preferred Shares in accordance with Section 6.1(ii) above, then subject to receipt of the Series D Redemption Price in respect of the Series D Preferred Shares subject to the Redemption, such holder of the Series D Preferred Shares shall not be entitled to seek indemnification under Sections 9.01 to 9.04 of the Series D Shares Purchase Agreement in respect of the Series D Preferred Shares which have been redeemed in accordance with this Section 6. The redemption price for each series of Preferred Shares shall be the price as set forth in Sections 6.2 and 6.3 below (as applicable).

For the purpose hereof, the "**Early Series D Redemption Event**" shall mean the occurrence of any of the following:

(i) if the Company or any Group Company breaches or fails to comply with any of the "Material Post Closing Obligations" (as defined in the Series D Shares Purchase Agreement; or

(ii) a Material Adverse Effect (as defined in the Series D Shares Purchase Agreement with respect of the holders of Series D Preferred Shares or the Series E Share Purchase Agreement with respect of the holders of Series E Preferred Shares) or a material adverse effect on the Company's prospects of consummating a Qualified Public Offering, arising from, in connection with, or as a result of the "Material Specific Indemnity Matters" (as defined in the Series D Shares Purchase Agreement).

In the event that the holders of more than fifty percent (50%) of the then outstanding Series D Preferred Shares, by giving written notice to the Company in accordance with Section 6.4 below, request redemption by the Company of all or any part of the outstanding Series D Preferred Shares held by such holders pursuant to Section 6.1(ii), Ping An shall be entitled to, subject to the procedures set forth in this Section 6, request the Company to redeem all or any part of the outstanding Series E Preferred Shares held by Ping An (the "**Early Series E Redemption Event**").

6.2. The price at which each Preferred Share (other than the Series D Preferred Shares and the Series E Preferred Shares) shall be redeemed shall be equal to the higher of (i) and (ii) below (the "**Redemption Price**"):

(i) IP x $(108\ \%)^{N}$+ D, where

IP = Preferred C Share Issue Price or Preferred B Share Issue Price or Preferred A Share Issue Price, as the case may be (as defined in Section 7.1 below) for the Preferred Share; and

N = a fraction, the numerator of which is the number of calendar days between date the holders of the relevant series of Preferred Shares acquired their Preferred Shares and the relevant Redemption Date on which such Preferred Share is redeemed and the denominator of which is 365,

D = all declared but unpaid dividends on each relevant series of Preferred Share under the Restated Articles up to the date of redemption, proportionally adjusted for share subdivisions, share dividends, reorganizations, reclassifications, consolidations or mergers; or

(ii)the fair market value of the applicable series of Preferred Shares, such valuation to be determined by an independent appraiser mutually agreed by the Company and the holders of more than fifty percent (50%) of the applicable series of Preferred Shares.

6.3. The price at which each Series D Preferred Share shall be redeemed (the "**Series D Redemption Price**") and the price at which each Series E Preferred Share shall be redeemed (the "**Series E Redemption Price**") shall be equal to the higher of (i) and (ii) below:

(i) IP x $(115\ \%)^{N}$+ D, where

IP = Preferred D Share Issue Price (with respect to the Series D Redemption Price), or Preferred E Share Issue Price (with respect to the Series E Redemption Price); and

N = a fraction the numerator of which is the number of calendar days between the date the holders of the Series D Preferred Shares acquired their Series D Preferred Shares (with respect to the Series D Redemption Price) or the date Ping An acquired its Series E Preferred Shares (with respect to the Series E Redemption Price) and the relevant Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable) on which such Series D Preferred Share or Series E Preferred Share is redeemed (as applicable) and the denominator of which is 365,

D = all accumulated, accrued and declared but unpaid dividends under the Restated Articles on each Series D Preferred Share (with respect to the Series D Redemption Price) or Series E Preferred Share (with respect to the Series E Redemption Price) up to the date of redemption, proportionally adjusted for share subdivisions, share dividends, reorganizations, reclassifications, consolidations or mergers; or

(ii)the fair market value of the Series D Preferred Shares on Redemption Date or Early Series D Redemption Date (with respect to the Series D Redemption Price) or the Series E Preferred Shares on Redemption Date or Early Series E Redemption Date (with respect to the Series E Redemption Price), such valuation to be determined by an independent

appraiser mutually agreed by the Company and the holders of more than fifty percent (50%) of the Series D Preferred Shares (with respect to the Series D Redemption Price) or the holders of more than fifty percent (50%) of the Series E Preferred Shares held by Ping An (with respect to the Series E Redemption Price).

If the Company does not have sufficient cash or funds legally available to redeem all of the Preferred Shares required to be redeemed, the remainder shall remain outstanding and entitled to all the rights, preferences and privileges provided in this Agreement and the Restated Articles, and the remainder shall be carried forward and redeemed as soon as the Company has legally available funds to do so, in accordance with the provisions and preferences set forth in this Section 6.

6.4. Notice. A notice of redemption (a "**Redemption Notice**") by such holders of Preferred Shares (the "**Redeeming Investor**"): (i) in relation to any redemption pursuant to Section 6.1(i) shall be given by hand or by mail to the Company at any time on or after the date falling thirty (30) days before the Redemption Start Date stating the date on or after the Redemption Start Date on which the Preferred Shares are to be redeemed (the "**Redemption Date**"), provided, however, that the Redemption Date shall be no earlier than the Redemption Start Date or the date thirty (30) days after such notice of redemption is given, whichever is later; and (ii) in relation to any redemption pursuant to Section 6.1(ii) shall be given by hand or by mail to the Company at any time stating the date on which the Series D Preferred Shares are to be redeemed (the "**Early Series D Redemption Date**") or on which the Series E Preferred Shares are to be redeemed (the "**Early Series E Redemption Date**"). Upon receipt of any such request, the Company shall promptly give written notice of the redemption request to each non-requesting holder of record of Preferred Shares stating the existence of such request, the Redemption Price or the Series D Redemption Price or the Series E Redemption Price (as applicable), the Redemption Date or Early Series D Redemption Date or the Series E Redemption Date (as applicable) and the mechanics of redemption, and in relation to any redemption pursuant to Section 6.1(i), each non-requesting holder of record Preferred Shares shall determine, at its own discretion, whether to participate in Redemption.

6.5. If on the Redemption Date or the Early Series D Redemption Date or the Early Series E Redemption Date (as applicable), the Company has sufficient assets legally available to redeem all of the Preferred Shares required to be redeemed, the redemption shall be exercised *pari passui* in accordance with each redemption participant's amount of redemption and redemption participants are entitled to force the Company to dispose of its assets and to use the cash and funds from such disposal to meet the requirement of redemption.

6.6. If on the Redemption Date, the Company does not have sufficient assets legally available to redeem all of the Preferred Shares required to be redeemed, then (i) the redemption shall be exercised in sequence of redemption of Series E Preferred Shares first, then Series D Preferred Shares, then Series C Preferred Shares, then Series B Preferred Shares and then Series A Preferred Shares (if any series cannot be fully redeemed then on a pro rata basis) and redemption participants are entitled to force the Company to dispose of its assets to use the cash and funds from such disposal to meet the requirement of redemption and (ii) the remaining Preferred Shares to be redeemed shall be carried forward and redeemed as soon as the Company has legally available funds to do so.

6.7. If on the Early Series D Redemption Date or the Early Series E Redemption Date (as applicable), the Company does not have sufficient assets legally available to redeem all of the Series D Preferred Shares or the Series E Preferred Shares required to be redeemed, then (i) the assets legally available shall be allocated first to the holders of Series E Preferred Shares requesting the redemption, and then to the holders of Series D Preferred Shares requesting the redemption (if any series cannot be fully redeemed, then on a pro rata basis among the holders of such series of shares) and redemption participants are entitled to force the Company to dispose of its assets to use the cash and funds from such disposal to meet the requirement of redemption and (ii) the remaining Series E Preferred Shares and/or Series D Preferred Shares to be redeemed shall be carried forward and redeemed as soon as the Company has legally available funds to do so.

6.8. Notwithstanding anything to the contrary contained herein, no other securities of the Company shall be redeemed unless and until the Company shall have redeemed all of the Preferred Shares requested to be redeemed pursuant to this Section 6 and shall have paid all the Redemption Price and the Series D Redemption Price and the Series E Redemption Price (as applicable) for such Preferred Shares requested to be redeemed payable pursuant to this Section 6.

6.9. Surrender of Certificates. Before any holder of Preferred Shares shall be entitled for redemption under the provisions of this Section6, such holder shall surrender his or her certificate or certificates representing such Preferred Shares to be redeemed to the Company in the manner and at the place designated by the Company for that purpose, and the Redemption Price or the Series D Redemption Price or the Series E Redemption Price (as applicable) shall be payable on the Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable) to the order of the person whose name appears on such certificate or certificates as the owner of such shares and each such certificate shall be cancelled on the Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable). In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be promptly issued representing the unredeemed shares. Unless there has been a default in payment of the applicable Redemption Price or Series D Redemption Price or Series E Redemption Price (as applicable), upon cancellation of the certificate representing such Preferred Shares to be redeemed, all dividends on such Preferred Shares designated for redemption on the relevant Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable) shall cease to accrue and all rights of the holders thereof, except the right to receive the Redemption Price or the Series D Redemption Price or the Series E Redemption Price (as applicable) thereof (including all accrued and unpaid dividend up to the relevant redemption date), without interest, shall cease and terminate and such Preferred Shares shall cease to be issued shares of the Company. If the Company fails to redeem any Preferred Shares for which redemption is requested in accordance with this Section 6, then during the period from the Redemption Date or Early Series D Redemption Date or Early Series E Redemption Date (as applicable) through the date on which such Preferred Shares are actually redeemed and the Redemption Price or the Series D Redemption Price or the Series E Redemption Price (as applicable) is actually made, in full, such Preferred Shares shall continue to be outstanding and be entitled to all rights and preferences of such Preferred Shares. After payment in full of the aggregate Redemption Price and the Series D Redemption Price and the Series E Redemption Price (as applicable) for all issued and outstanding Preferred Shares required to be redeemed pursuant to this Section 6, all rights of

the holders of such redeemed Preferred Shares as shareholders of the Company shall cease and terminate and such Preferred Shares shall be cancelled.

6.10. Restriction on Distribution. If the Company fails (for whatever reason) to redeem any Preferred Shares on its due date for redemption then, as from such date until the date on which the same are redeemed, in full, the Company shall not declare or pay any dividend nor otherwise make any distribution of or otherwise decrease its profits available for distribution.

6.11. To the extent permitted by law, the Company shall procure that the profits of each subsidiary and affiliate of the Company which are legally available for distribution from time to time shall be distributed to it by way of dividend or otherwise if and to the extent that, without such payment, the Company would not itself otherwise have sufficient profits available for distribution to redeem the Preferred Shares required to be redeemed pursuant to this Section6.

7. LIQUIDATION.

7.1. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series E Preferred Shares shall be entitled to receive, prior to any distribution to the holders of Series D Preferred Shares, Series C Preferred Shares, Series B Preferred Shares, Series A Preferred Shares, Ordinary Shares or any other class or series of shares then outstanding, an amount per Series E Preferred Share equal to one hundred and fifty percent (150%) of the per share price of the Series E Preferred Shares at which time such Series E Preferred Shares were first issued (the "**Preferred E Share Issue Price**"), as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein, plus all accumulated, accrued and declared but unpaid dividends under the Restated Articles thereon (collectively, the "**Preferred E Share Preference Amount**").

(b) After the full Preferred E Share Preference Amount on all outstanding Series E Preferred Shares has been paid, the holders of the Series D Preferred Shares shall be entitled to receive, prior to any distribution to the holders of Series C Preferred Shares, Series B Preferred Shares, Series A Preferred Shares, Ordinary Shares or any other class or series of shares then outstanding, an amount per Series D Preferred Share equal to one hundred and fifty percent (150%) of the per share price of the Series D Preferred Shares at which time such Series D Preferred Shares were first issued (the "**Preferred D Share Issue Price**"), as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein, plus all accumulated, accrued and declared but unpaid dividends under the Restated Articles thereon (collectively, the "**Preferred D Share Preference Amount**").

(c) After the full Preferred D Share Preference Amount on all outstanding Series D Preferred Shares has been paid, the holders of the Series C Preferred Shares shall be entitled to receive, prior to any distribution to the holders of the Series B Preferred Shares and the Series A Preferred Shares and the Ordinary Shares or any other class or series of shares then outstanding, excluding the Series D Preferred Shares, an amount per

Series C Preferred Share equal to one hundred and fifty percent (150%) of the per share price of the Series C Preferred Shares at which time such Series C Preferred Shares were first issued (the "**Preferred C Share Issue Price**"), as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein, plus all accrued or declared but unpaid dividends under the Restated Articles thereon (collectively, the "**Preferred C Share Preference Amount**").

(d) After the full Preferred C Share Preference Amount on all outstanding Series C Preferred Shares has been paid, the holders of the Series B Preferred Shares shall be entitled to receive, prior to any distribution to the holders of the Series A Preferred Shares and the Ordinary Shares or any other class or series of shares then outstanding, excluding the Series D Preferred Shares and the Series C Preferred Shares, an amount per Series B Preferred Share equal to one hundred and fifty percent (150%) of the per share price of Series B Preferred Shares at which time such Series B Preferred Shares were first issued (the "**Preferred B Share Issue Price**"), as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein, plus all accrued or declared but unpaid dividends under the Restated Articles thereon (collectively, the "**Preferred B Share Preference Amount**").

(e) After the full Preferred B Share Preference Amount on all outstanding Series B Preferred Shares has been paid, the holders of the Series A Preferred Shares shall be entitled to receive, prior to any distribution to the holders of the Ordinary Shares or any other class or series of shares then outstanding, excluding the Series D Preferred Shares, Series C Preferred Shares and Series B Preferred Shares, an amount per Series A Preferred Share equal to one hundred and fifty percent (150%) of the per share price of the Series A Preferred Shares at which time such Series A Preferred Shares were first issued (the "**Preferred A Share Issue Price**"), as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein, plus all accrued or declared but unpaid dividends under the Restated Articles thereon (collectively, the "**Preferred A Share Preference Amount**").

(f) After the full Preferred E Share Preference Amount, the full Preferred D Share Preference Amount, the full Preferred C Share Preference Amount, the full Preferred B Share Preference Amount and the full Preferred A Share Preference Amount have been paid, any remaining funds or assets of the Company legally available for distribution to shareholders shall be distributed on a pro rata, pari passu basis among the holders of the Preferred Shares (on an as-converted basis), together with the holders of the Ordinary Shares.

(g) If the Company has insufficient assets to permit payment of the Preferred E Share Preference Amount in full to holder of Series E Preferred Shares, then the assets of the Company (including any assets of its subsidiaries and the PRC Companies) shall be distributed ratably to the holder of the Series E Preferred Shares in proportion to the full Preferred E Share Preference Amount each such holder of Series E Preferred Shares would otherwise be entitled to receive under this Section 7.1. If the Company has insufficient assets to permit payment of the Preferred D Share Preference Amount in full to holder of Series D Preferred Shares, then the assets of the Company (including any assets of its subsidiaries and the PRC Companies) shall be distributed ratably to the holder of the Series D Preferred Shares in proportion to the full Preferred D Share Preference Amount each such holder of Series D Preferred Shares would otherwise be entitled to receive under this Section

7.1. If the Company has insufficient assets to permit payment of the Preferred C Share Preference Amount in full to holder of Series C Preferred Shares, then the assets of the Company (including any assets of its subsidiaries and the PRC Companies) shall be distributed ratably to the holder of the Series C Preferred Shares in proportion to the full Preferred C Share Preference Amount each such holder of Series C Preferred Shares would otherwise be entitled to receive under this Section 7.1. If the Company has insufficient assets to permit payment of the Preferred B Share Preference Amount in full to all holders of Series B Preferred Shares, then the assets of the Company (including any assets of its subsidiaries and the PRC Companies) shall be distributed ratably to the holders of the Series B Preferred Shares in proportion to the full Preferred B Share Preference Amount each such holder of Series B Preferred Shares would otherwise be entitled to receive under this Section 7.1. If the Company has insufficient assets to permit payment of the Preferred A Share Preference Amount in full to all holders of Series A Preferred Shares, then the assets of the Company (including any assets of its subsidiaries and the PRC Companies) shall be distributed ratably to the holders of the Series A Preferred Shares in proportion to the full Preferred A Share Preference Amount each such holder of Series A Preferred Shares would otherwise be entitled to receive under this Section 7.1.

7.2. Any of the following events shall be deemed a liquidation, dissolution or winding up of the Company (the "**Liquidation Event**"): (i) sale of shares, merger, consolidation or other similar transaction involving the Company in which its shareholders do not retain a majority of the voting power in the surviving entity, (ii) a sale of all or substantially all of the Group Companies' assets; or (iii) transfer, disposition or exclusive license of all or substantially all of the intellectual property of the Group Companies, such that the provision of Section 7.1 shall apply as if all consideration received by the Company and its shareholders in connection with such event were being distributed in a liquidation of the Company. If the requirements of this Section 7 are not complied with, the Company shall forthwith either (i) cause such closing to be postponed until such time as the requirements of this Section 7 have been complied with, or (ii) cancel such transaction.

7.3. Notwithstanding any other provision of this Section 7, the Company may at any time, out of funds which are permitted by the applicable laws of the Cayman Islands to be used for repurchases, repurchase Ordinary Shares of the Company issued to or held by employees, officers or consultants of the Company or its subsidiaries upon termination of their employment or services, pursuant to any bona fide agreement providing for such right of repurchase, whether or not dividends on the Preferred Shares shall have been declared.

7.4. In the event the Company proposes to distribute assets other than cash in connection with any liquidation, dissolution or winding up of the Company, the value of the assets to be distributed to the holders of Preferred Shares and Ordinary Shares shall be that as determined in good faith by the liquidator or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board. Any securities not subject to investment letter or similar restrictions on free marketability shall be valued as follows:

(i) If traded on a securities exchange, the value shall be deemed to be the average of the security's closing prices on such exchange over the thirty (30) day period ending one (1) day prior to the distribution;

(ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the distribution; and

(iii) If there is no active public market, the value shall be the fair market value thereof as determined in good faith by the liquidator or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board, which decision shall include the affirmative votes from all the Preferred Directors.

The method of valuation of securities subject to restrictions on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in clauses (i), (ii) or (iii) to reflect the fair market value thereof as determined in good faith by the liquidator or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board. The holders of more than sixty-six and two-thirds percent (66 2/3%) of the Preferred Shares (calculated and voting together as a single class on as-converted basis), shall have the right to challenge any determination by the liquidator or the Board, as the case may be, of fair market value pursuant to this Section 7, in which case the determination of fair market value shall be made by an independent appraiser selected jointly by the liquidator or the Board, as the case may be, and the challenging parties, the cost of such appraisal to be borne equally by the Company and the challenging party.

8. ASSIGNMENT AND AMENDMENT.

8.1. Assignment and Amendment. Notwithstanding anything herein to the contrary:

(a) Right of Assignment. The Preferred Shareholders shall be entitled to transfer all or part of their shares of Preferred Shares or Ordinary Shares converted therefrom to one or more affiliated partnerships or funds managed by or affiliated with them or any of their respective directors, officers or partners, provided such transferee agrees in writing to be subject to the terms of the corresponding shares purchase agreement and related agreement as if it were a purchaser thereunder.

(b) Information Rights; Registration Rights. The Information and Inspection Rights under Section 1.1 may be assigned to any holder of Preferred Shares; and the registration rights of the Holders under Section 2 may be assigned to any Holder or to any person acquiring Registrable Securities, provided, however, that in either case no party may be assigned any of the foregoing rights unless the Company is given written notice by the assigning party stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement, including without limitation the provisions of this Section 8.

(c) Right of Participation; Right of First Refusal; Co-Sale Right; Drag-Along Right. The rights of a Preferred Shareholder under Sections 3 and 4 are fully assignable in connection with a transfer of shares of the Company by such Preferred Shareholder; provided, however, that no party may be assigned any of the foregoing rights unless the Company is given written notice by the Preferred Shareholder stating the name and

address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement.

8.2. Amendment of Rights. Any provision in this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only by the written consent of (i) as to the Company, only by the Company; (ii) as to the holders of any series of Preferred Shares (other than Series D Preferred Shares and Series E Preferred Shares), by the holders of more than seventy-five percent (75%) of such series of Preferred Shares and their permitted assigns; (iii) as to the holders of the Series D Preferred Shares, by the holders of more than fifty percent (50%) of the Series D Preferred Shares and their permitted assigns; (iv) as to the holders of the Series E Preferred Shares, by the holders of more than fifty percent (50%) of the Series E Preferred Shares and their permitted assigns; provided, however, that any holder of Preferred Shares may waive any of its rights hereunder without obtaining the consent of any other holders of Preferred Shares or their assigns; and (iv) as to the holders of Ordinary Shares, by persons or entities holding more than fifty percent (50%) of the Ordinary Shares and their assigns; provided, however, that any holder of Ordinary Shares may waive any of its rights hereunder without obtaining the consent of any other holders of Ordinary Shares or their assigns. Any amendment or waiver effected in accordance with this Section 8.2 shall be binding upon the parties hereto and their respective assigns.

9. CONFIDENTIALITY AND NON-DISCLOSURE.

9.1. Disclosure of Terms. The terms and conditions of this Agreement, the Previous Purchase Agreement and Series E Shares Purchase Agreement and all exhibits attached to such agreements (collectively, the "**Financing Terms**"), including their existence, shall be considered confidential information and shall not be disclosed by any party hereto to any third party except in accordance with the provisions set forth below; provided that such confidential information shall not include any information that is in the public domain other than caused by the breach of the confidentiality obligations hereunder.

9.2. Press Releases, Etc. Any press release issued by the Company shall not disclose any of the Financing Terms and the final form of such press release shall be approved in advance in writing by the Investors. No other announcement regarding any of the Financing Terms in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public may be made without the Investors' prior written consent.

9.3. Permitted Disclosures. Notwithstanding the foregoing, any party may disclose any of the Financing Terms to its current or bona fide prospective investor, employees, investment bankers, lenders, partners, accountants and attorneys, in each case only where such persons or entities have the need to know such information and are subject to appropriate nondisclosure obligations. Without limiting the generality of the foregoing, each Investor shall be entitled to disclose the Financing Terms for the purposes of fund reporting or inter-fund reporting or to their fund manager, other funds managed by their fund manager and their respective auditors, counsel, directors, officers, employees, shareholders or investor.

9.4. Legally Compelled Disclosure. In the event that any party is requested or becomes legally compelled (including without limitation, pursuant to securities laws and regulations) to disclose the existence of this Agreement and the Financing Terms, any of the exhibits attached to such agreements, or any of the Financing Terms hereof in contravention of the provisions of this Section 9, such party (the "**Disclosing party**") shall provide the other parties (the "**Non-Disclosing Parties**") with prompt written notice of that fact and use all reasonable efforts to seek (with the cooperation and reasonable efforts of the other parties) a protective order, confidential treatment or other appropriate remedy. In such event, the Disclosing party shall furnish only that portion of the information which is legally required to be disclosed and shall exercise reasonable efforts to keep confidential such information to the extent reasonably requested by any Non-Disclosing party.

9.5. Other Information. The provisions of this Section 9 shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by any of the parties with respect to the transactions contemplated hereby.

9.6. Notices. All notices required under this section shall be made pursuant to Section 12.1 of this Agreement.

10. PROTECTIVE PROVISIONS.

10.1. Series C and D and E Preferred Shareholders' Consent. In addition to such other limitations as may be provided in the Restated Articles, for so long as any Preferred Shares are outstanding, the following acts of the Group Companies shall require the prior written approval of or the affirmative votes of (i) more than sixty-six and two thirds percent (66 2/3%) of the Preferred Shares (voting together as a single class on as-converted basis), (ii) more than sixty-six and two thirds percent (66 2/3%) of the Series C Preferred Shares (voting together as a single class on as-converted basis), (iii) more than fifty percent (50%) of the Series D Preferred Shares (voting together as a single class on as-converted basis) and (iv) more than fifty percent (50%) of the Series E Preferred Shares (voting together as a single class on as-converted basis):

(a) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Preferred Shares;

(b) any action that authorizes, creates or issues any class of shares of the capital of the Company having preferences superior to or on a parity with the Preferred Shares or any new issuance of any securities of the Company;

(c) any action that reclassifies any outstanding shares into shares having preferences or priority as to dividends or assets superior to or on a parity with the preference of the Preferred Shares;

(d) any material amendment of the Company's Restated Articles or other charter documents of any Group Company that would adversely affect the rights of the Preferred Shares;

(e) the sale of all or substantially of any of the Group Company's assets, or any material asset or undertaking of any Group Company;

(f) the increase or decrease of the size of the Board/board of directors of any Group Company;

(g) the sale, transfer, licensing, pledge or encumbrance technology or intellectual property of any Group Company, other than non-exclusive licenses granted in the ordinary course of business of such Group Company;

(h) any change in the equity ownership of the Group Companies or any amendment or modification to or waiver under any of captive structure documents executed by the Group Companies, the Founders and other parties thereto, including without limitation, the Restructuring Documents;

(i) the liquidation or dissolution of any of the Group Company;

(j) any merger, consolidation or amalgamation of any Group Company with any other entity or entities or any spin-off, sub-division, or any other transaction of a similar nature or having a similar economic effect as any of the foregoing, or other forms of restructuring of any Group Company;

(k) the declaration or payment of a dividend on the Ordinary Shares (other than a dividend payable solely in shares of Ordinary Shares);

(l) any transaction or matter in which any Group Company will act as guarantor or will be required to pledge its assets;

(m) any transaction between (i) any Group Company and (ii) any Shareholder or the director, officer or employee of any Group Company or their associates and affiliates, unless such transaction occurs in the ordinary course of business of the Company and on normal commercial terms and has been fully disclosed in writing to the Preferred Shareholders prior to the entering into of such transaction;

(n) the initial public offering of any of the Shares or other equity or debt securities of any Group Company (or as the case may be, the shares or securities of the relevant entity resulting from any merger, reorganization or other arrangements made by or to the Company for the purposes of public offering); or

(o) any other matter that would materially adversely affect the rights, preferences and privileges of the Series D Preferred Shares or the Series E Preferred Shares.

Where any Special Resolution or Ordinary Resolution of the Company in a general meeting is required to approve any of the matters specified in this Section 10.1 and such matter has not received the approval of holders of more than sixty-six and two third percent (66 2/3%) of the Preferred Shares (voting together as a single class on an as converted basis), holders of more than sixty-six and two third percent (66 2/3%) of the Series C Preferred shares (voting together as a single class on an as converted basis), holders of more than fifty percent (50%) of the Series D Preferred Shares (voting together as a single class

on an as converted basis) and holders of more than fifty percent (50%) of the Series E Preferred Shares (voting together as a single class on an as converted basis) as required by this Section 10.1, the holders of the Preferred Shares who voted against the resolution shall have the number of votes equal to the votes of all members who voted for the resolution plus one.

10.2. Board Consent. Without limitations as may be provided in the Restated Articles, for so long as any Preferred Shares are outstanding, the following acts by the Group Companies shall in each case require the prior written approval of a majority of the Board which majority shall include all the Preferred Directors:

(a) the acquisition (by way of purchase or otherwise) by any Group Company of any interest in any real property except a lease of office premises;

(b) the adoption of the annual budget, business plan and the establishment of performance milestones or corporate benchmarks for the Group Companies, and any material deviations therefrom;

(c) the establishment or acquisition of any subsidiary or joint venture;

(d) incurrence of indebtedness in excess of US$300,000 individually or in excess of US$1,500,000 in the aggregate during any fiscal year;

(e) any loans by any Group Company to any director, officer or employee;

(f) the purchase or lease by any Group Company of any motor vehicle valued in excess of US$25,000;

(g) the purchase by any Group Company of any securities of any other company in excess of US$30,000 individually or in the aggregate in a consecutive twelve (12)-month period;

(h) the increase in compensation of any of the five (5) most highly compensated employees of any Group Company by more than twenty-five (25%) in a consecutive twelve (12)-month period;

(i) any transaction or series of transactions between any Group Company and any holder of Ordinary Shares, director, officer or employee of any Group Company that is not in the ordinary course of business or for which the aggregate value exceeds US$30,000;

(j) any material changes in any Group Company's business plan or the appointment of any directors in any Group Company;

(k) any amendment or adoption of any new employee stock option plan (or increase of any share reserve thereunder), or approving changes to senior management compensation and bonuses;

(l) dismissal or appointment of key executives of the Group Companies (including without limitation, CEO, CFO (or Financial VP or Financial Controller), CTO or other management personnel above the vice-president level);

(m) any change in the accounting methods of the Company or any change in the Company's auditors;

(n) any fund transfer from the Company to any PRC Company that is of an amount of more than or RMB500,000 (for a single transfer or an aggregate sum of a series of consequent transfers within one month); or

(o) any change in the scope, nature and/or activities or business of the Company or any other Group Company.

11. ADDITIONAL COVENANTS.

11.1. Compliance with laws. Each of the Group Companies covenant and each of the Founders shall procure that:

(a) no Group Company, nor any of its officers, agents or employees (during the course of their duties), shall do or omit to do anything which is a contravention of any law, regulation or the like, or the requirements of any regulatory body, which may result in any fine, penalty or other liability or sanction on the part of a Group Company and no complaints have been received in respect of such matters;

(b) the operations of each Group Company shall at all times be conducted in compliance with all anti-money laundering laws and all applicable financial record keeping and reporting requirements, rules, regulations and guidelines (collectively, "**Money Laundering Laws**");

(c) each Group Company shall become familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"), the Bribery Act 2010 of the United Kingdom ("**Bribery Act**") and their purposes, including without limitation the FCPA's prohibition against taking corrupt actions;

(d) each Group Company shall comply with the laws of those countries where it operates, including all anti-bribery or anticorruption laws, and each Group Company shall comply with the FCPA and Bribery Act as if it is subject to the FCPA and Bribery Act; and

(e) no Group Company, nor any of its officers, agents, employees, affiliates or any person acting on their behalf, shall take any action that would result in a violation of, or cause it to become subject to any U.S. sanctions related to or administered by the Office of Foreign Assets Control of the U.S. Department of Treasury.

11.2. U.S. Tax Matters.

(a) The shareholders of the Company agree that the Company and its subsidiaries shall at all times be constituted such that it is an "eligible entity" under applicable taxation laws of the U.S.. The Series D Preferred Shareholders shall have the right to unilaterally cause the Company and its subsidiaries to make any "check the box" elections for U.S. tax purposes pursuant to treasury regulation section 301.7701-3(c), including the making of any filings with respect thereto. The Company shall at all times reasonably and at its own cost cooperate with such decisions by the Series D Preferred Shareholders, including providing forms, filings or other documentation deemed necessary by the Series D Preferred Shareholders.

(b) The Company shall and shall ensure that each subsidiary shall, at their respective costs, provide all information with respect to the Company and its subsidiaries which is reasonably requested by the Series D Preferred Shareholders in the possession of the Company to enable the Series D Preferred Shareholders (or its direct or indirect owners) to comply with its U.S. federal income tax reporting obligations, including but not limited to rules relating to "controlled foreign corporations" ("**CFC**") and "passive foreign investment companies" ("**PFIC**"). Such assistance shall include providing information in the Company's possession to enable the Series D Preferred Shareholders (or its direct or indirect owners) to comply with its obligations under Sections 951, 1248, 6038, 6038B, 6038D, 6046 and 6046A of the U.S. Internal Revenue Code, including computations of earnings and profits as computed for U.S. federal income tax purposes.

(c) The Company shall provide all information reasonably requested by the Series D Preferred Shareholders in the possession of the Company for the Series D Preferred Shareholders to determine annually if the Company or any of its subsidiaries is a PFIC and if the Series D Preferred Shareholders determines that any such corporation is a PFIC, the Company shall permit the Series D Preferred Shareholders (or its direct or indirect owners) to make a "Qualified Electing Fund" election with respect to its interest in such corporation pursuant to Section 1295 of the U.S. Internal Revenue Code, and shall cause to be furnished to the Series D Preferred Shareholders no later than sixty (60) days following the end of the Company's taxable year the relevant PFIC annual information statement pursuant to U.S. Treasury Regulation Section 1.1295-1(g).

12. GENERAL PROVISIONS.

12.1. Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party, upon delivery; (b) when sent by facsimile at the number set forth in Exhibit B hereto, upon receipt of confirmation of error-free transmission; (c) seven (7) business days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the other party as set forth in Exhibit B; or (d) three (3) business days after deposit with an international overnight delivery service, postage prepaid, addressed to the parties as set forth in Exhibit B with next-business day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. Each person making a communication hereunder by facsimile shall promptly confirm by telephone to the person to whom such communication was addressed each communication made by it by facsimile pursuant hereto but the absence of such confirmation shall not affect the validity of any such communication. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section 12.1 by giving the other party written notice of the new address in the manner set forth above.

12.2. Entire Agreement. This Agreement, the Securities Purchase Agreement, the Series B Shares Purchase Agreement, the Series C Shares Purchase Agreement, the Series D Shares Purchase Agreement, the Series E Shares Purchase Agreement and any Ancillary Agreements (as defined respectively in the preceding agreements), together with all the exhibits hereto and thereto, constitute and contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties

or obligations between the parties respecting the subject matter hereof. Capitalized terms which are not defined hereinto shall have the same meaning as such in the Series E Shares Purchase Agreement.

12.3. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the Hong Kong SAR without regard to principles of conflicts of law thereunder.

12.4. Severability. If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties. In such event, the parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties' intent in entering into this Agreement.

12.5. Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement.

12.6. Successors and Assigns. Subject to the provisions of Section 8.1, the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto.

12.7. Interpretation; Captions. This Agreement shall be construed according to its fair language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe or interpret this Agreement. Unless otherwise expressly provided herein, all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement.

12.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9. Adjustments for Share Splits, Etc. Wherever in this Agreement there is a reference to a specific number of shares of Preferred Shares or Ordinary Shares of the Company, then, upon the occurrence of any subdivision, combination or share dividend of the Preferred Shares or Ordinary Shares, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of shares by such subdivision, combination or share dividend.

12.10. Aggregation of Shares. All Preferred Shares or Ordinary Shares held or acquired by affiliated entities or persons (as defined in Rule 144 under the Securities Act) shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

12.11. Shareholders Agreement to Control. If and to the extent that there are inconsistencies between the provisions of this Agreement and those of the Restated Articles or those of the articles of association of any Group Companies other than the Company, the terms of this Agreement shall prevail. The parties agree to take all actions necessary or advisable, as promptly as practicable after the discovery of such inconsistency, to amend the Restated Articles so as to eliminate such inconsistency.

12.12. Waiver. The Series A-1 Preferred Shareholder, Series A-2 Preferred Shareholders, Series B Preferred Shareholders, Series C Preferred Shareholders and Series D Preferred Shareholders hereby waive their rights to claim any damages or indemnities against any Group Companies in relation to those matters set forth in Schedule 12.12 pursuant to the Previous Share Purchase Agreements which each such holder is a party.

12.13. Dispute Resolution.

(a) Negotiation Between Parties. The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of all parties within thirty (30) days, Section 12.13(b) shall apply.

(b) Arbitration. In the event the parties are unable to settle a dispute between them regarding this Agreement in accordance with subsection (a) above, such dispute shall he referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre (the "**HKIAC**") for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules in force at the date of this Agreement and as may be amended by the rest of this paragraph, which rules are deemed to be incorporated by reference into this subsection (b). There shall be a panel of three (3) arbitrators. The languages to be used in the arbitral proceedings shall be English and Chinese. To the extent a translator is necessary during the arbitration, the Parties shall stipulate a neutral, official translator for the arbitration proceedings, acceptable to the HKIAC. If the Parties are unable to agree on an official translator, then the HKIAC shall appoint one.

12.14. Further Actions. Each shareholder of the Company agrees that it shall use its best effort to enhance and increase the value and principal business of the Company.

12.15. Future Holders of Ordinary Shares. Except with the written consent of (i) the holders of more than sixty-six and two-thirds percent (66 2/3%) of the Preferred Shares and their permitted assigns (voting together as a single class on as-converted basis), (ii) the holders of more than sixty-six and two thirds percent (66 2/3%) of the Series C Preferred Shares and their permitted assigns(voting together as a single class on as-converted basis), (iii) the holders of more than fifty percent (50%) of the Series D Preferred Shares and their permitted assigns (voting together as a single class on as-converted basis) and (iv) the holders of more than fifty percent (50%) of the Series E Preferred Shares (voting together as a single class on as-converted basis), the Company covenants that it will cause all future holders of the Company's Ordinary Shares and all future holders of equity securities convertible, exchangeable or exercisable of the Company's Ordinary Shares that are not already parties hereof to join this Agreement as a party. The parties hereby agree that such future holders

may become parties to this Agreement by executing an instrument of accession to this Agreement in a standard and customary form reasonably satisfactory to (i) the holders of more than sixty-six and two-thirds percent (66 2/3%) of the Preferred Shares and their permitted assigns (voting together as a single class on as-converted basis), (ii) the holders of more than sixty-six and two-thirds percent (66 2/3%) of the Series C Preferred Shares and their permitted assigns (voting together as a single class on as-converted basis), (iii) the holders of more than fifty percent (50%) of the Series D Preferred Shares and their permitted assigns (voting together as a single class on as-converted basis) and (iv) the holders of more than fifty percent (50%) of the Series E Preferred Shares (voting together as a single class on as-converted basis), without any amendment of this Agreement, pursuant to this Section 12.15.

12.16. Effective Date. This Agreement should only take effect and become binding on and enforceable against the parties hereto subject to and upon the Closing of the transactions contemplated under the Series E Shares Purchase Agreement.

12.17. Guarantees by the PRC Companies. The PRC Companies hereby jointly and severally guarantee and warrant the performance of the obligations of the Company under this Agreement and the Founders, as the shareholders of Beijing Secoo and Beijing Auction, shall use all their respective best efforts to cause Beijing Secoo and Beijing Auction to perform its obligations under this Section 12.17.

— REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK —

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

THE COMPANY:

SECOO HOLDING LIMITED

By: /s/ LI Rixue
Name: LI Rixue (□□□)
Title: Director

THE BVI Companies:

SIKU HOLDING LIMITED

By: /s/ LI Rixue
Name: LI Rixue (□□□)
Title: Director

KUZHIFU HOLDING LIMITED

By: /s/ HUANG Zhaohui
Name: HUANG Zhaohui (□□□)
Title: Director

THE HK Co.:

HONG KONG SECOO INVESTMENT GROUP LIMITED (□□□□□□□□□□□□□)

By: /s/ LI Rixue
Name: LI Rixue (□□□)
Title: Director

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

THE US Co.:

SECOO Inc (□□□□).

By: /s/ LI Rixue
Name: LI Rixue (□□□)
Title: Director

THE ITALY CO.:

SECOO ITALIA SRL

By: /s/ LIU YINZUO
Name: LIU YINZUO
Title: Authorized Signatory

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

THE WFOE:

Ku Tian Xia (Beijing) Information Technology Co., Ltd.
(□□□□□□□□□□□□□□□□)

(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue (□□□)
Title: Legal Representative

BEIJING ZHI YI
Beijing Zhi Yi Heng Sheng Technology Service Co., Ltd.
(□□□□□□□□□□□□□□□)

(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue (□□□)
Title: Legal Representative

BEIJING SECOO:

Beijing Secoo Trading Co., Ltd.
(□□□□□□□□□□□)

(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue (□□□)
Title: Legal Representative

SHANGHAI SECOO:

Shanghai Secoo E-commerce Co., Ltd.
(□□□□□□□□□□□□□)

(Company Seal)

By: /s/ TAO Guangquan
Name: TAO Guangquan (□□□)
Title: Legal Representative

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

BEIJING VEHICLES:

Beijing Secoo Used Motor Vehicles Broker Co., Ltd.
(□□□□□□□□□□□□□□□□)

(Company Seal)

By: /s/ TAO Guangquan
Name: TAO Guangquan (□□□)
Title: Legal Representative

SHANGHAI FINANCIAL:

Shanghai Kuxin Financial Information Services Co., Ltd.
(□□□□□□□□□□□□□□□)

(Company Seal)

By: /s/ TAO Guangquan
Name: TAO Guangquan (□□□)
Title: Legal Representative

BEIJING AUCTION:

Beijing Wo Mai Wo Pai Auction Co., Ltd.
(□□□□□□□□□□□□□)

(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue (□□□)
Title: Legal Representative

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

THE FOUNDERS:

/s/ LI Rixue
LI Rixue (□□□)

/s/ HUANG Zhaohui
HUANG Zhaohui (□□□)

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

IDG FUND IV:

IDG TECHNOLOGY VENTURE INVESTMENT IV, L.P.
By: IDG Technology Venture Investment IV, LLC,
Its General Partner

By: /s/ Chi Sing HO
Name: Chi Sing HO
Title: Authorized Signatory

IDG G FUND III:

IDG-ACCELCHINA GROWTH FUND III L.P.
By: IDG-Accel China Growth Fund III Associates L.P.,
its General Partner
By: IDG-Accel China Growth Fund GP III Associates Ltd.,
its General Partner

By: /s/ Chi Sing HO
Name: Chi Sing HO
Title: Authorized Signatory

IDG III INVESTORS:

IDG-ACCELCHINA III INVESTORS L.P.
By: IDG-Accel China Growth Fund GP III Associates Ltd.,
its General Partner

By: /s/ Chi Sing HO
Name: Chi Sing HO
Title: Authorized Signatory

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

VENTECH CHINA

VENTECH CHINA S.À R.L.
acting in its capacity as general partner of
VENTECH CHINA II SICAR, S.C.A.

By: /s/ GUO Jia
Name: GUO Jia
Title: Authorized Signatory

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

BLUE LOTUS

BLUE LOTUS INVESTMENT SA

By: /s/ Jerôme Mulliez
Name: Jerôme Mulliez
Title: Authorized Signatory

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

BERTELSMANN

BERTELSMANN ASIA INVESTMENT AG

By: /s/ Erich Kalt /s/ Rose-Marie Mülli
Name: Erich Kalt Rose-Marie Mülli
Title: Authorized Signatory

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

VANGOO

VANGOO CHINA GROWTH FUND II L.P.

By: /s/ Xu Ping
Name: Xu Ping
Title: Authorized Signatory

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

CMC

CMC GALAXY HOLDINGS LTD

By: /s/ Xian Chen
Name: Xian Chen
Title:

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

PING AN

Pingan eCommerce Limited Partnership
Acting through its general partner:
Pingan eCommerce Limited

By: /s/ LIU Shengke
Name: LIU Shengke
Title: Director

Rhythm Way Limited

By: /s/ LIU Shengke
Name: LIU Shengke
Title: Authorized Signatory

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

WJ

WJ INVESTMENT GROUP LIMITED

By: /s/ SUN, JIJUN
Name: SUN, JIJUN
Title: Authorized Signatory

SIGNATURE PAGE OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

SCHEDULE A

Founders

NAME	PRC ID NO.
LI Rixue (□□□)	362201197406073879
HUANG Zhaohui (□□□)	362201197407310629

SCHEDULE B

Part 1 - Schedule of Series A-1 Preferred Shareholder

Shareholder	CLASS OF SHARES	NUMBER OF SHARES
IDG Technology Venture Investment IV, L.P.	Series A-1 Preferred Share	1,250,000

Part 2 - Schedule of Series A-2 Preferred Shareholders

Shareholder	CLASS OF SHARES	NUMBER OF SHARES
IDG Technology Venture Investment IV, L.P.	Series A-2 Preferred Share	758,929
IDG-Accel China Growth Fund III L.P.	Series A-2 Preferred Share	625,313
IDG-Accel China III Investors L.P. (together with IDG Technology Venture Investment IV, L.P. and IDG-Accel China Growth Fund III L.P., collectively, "**IDG Funds**")	Series A-2 Preferred Share	44,330

Part 3 - Schedule of Series B Preferred Shareholders

Shareholder	CLASS OF SHARES	NUMBER OF SHARES

IDG Technology Venture Investment IV, L.P.	Series B Preferred Share	396,825
IDG-Accel China Growth Fund III L.P.	Series B Preferred Share	370,556
IDG-Accel China III Investors L.P.	Series B Preferred Share	26,270
Ventech ChinaII SICAR ("**Ventech China**")	Series B Preferred Share	873,016
Blue Lotus Investment SA ("**Blue Lotus**")	Series B Preferred Share	238,095
Bertelsmann Asia Investments AG ("**Bertelsmann**")	Series B Preferred Share	476,190

Part 4 - Schedule of Series C Preferred Shareholders

Shareholder	CLASS OF SHARES	NUMBER OF SHARES
Vangoo China Growth Fund II L.P. ("**Vangoo**")	Series C Preferred Share	689,227
IDG-Accel China Growth Fund III L.P.	Series C Preferred Share	205,729
IDG-AccelChina III Investors L.P.	Series C Preferred Share	14,585
IDG Technology Venture Investment IV, L.P.	Series C Preferred Share	220,315
Ventech China II SICAR	Series C Preferred Share	413,536
Blue Louts Investment SA	Series C Preferred Share	28,581

Part 5 - Schedule of Series D Preferred Shareholders

Shareholder	CLASS OF SHARES	NUMBER OF SHARES
CMC GALAXY HOLDINGS LTD ("**CMC**")	Series D Preferred Share	2,270,466
IDG-ACCEL CHINA GROWTH FUND III, L.P.	Series D Preferred Share	548,752
IDG-ACCEL CHINA III INVESTORS L.P.	Series D Preferred Share	38,903
VENTECH CHINA II SICAR	Series D Preferred Share	172,555
VANGOO CHINA GROWTH FUND II L.P.	Series D Preferred Share	106,694
BLUE LOTUS INVESTMENT SA	Series D Preferred Share	41,282

Part 6 - Schedule of Series E Preferred Shareholders

Shareholder	CLASS OF SHARES	NUMBER OF SHARES
Pingan eCommerce Limited Partnership	Series E Preferred Share	1,063,875
Rhythm Way Limited (collectively with Pingan eCommerce Limited Partnership, "**Ping An**")	Series E Preferred Shares	797,907
WJ Investment Group Limited ("**WJ**")	Series E Preferred Share	531,938
IDG-Accel China Growth Fund III L.P.	Series E Preferred Share	248,362
IDG-Accel China III Investors L.P.	Series E Preferred Share	17,607
VANGOO CHINA GROWTH FUND II L.P.	Series E Preferred Share	159,581
CMC GALAXY HOLDINGS LTD	Series E Preferred Share	106,388

SCHEDULE 12.12

Pursuant to Section 12.12, the Series A-1 Preferred Shareholder, Series A-2 Preferred Shareholders, Series B Preferred Shareholders, Series C Preferred Shareholders and Series D Preferred Shareholders hereby waive their rights to claim any damages or indemnities against any Group Companies pursuant to the Previous Share Purchase Agreements to which each such holder is a party, in relation to the following matters:

(a) Beijing Secoo failed to obtain the recording of its franchise business at relevant local commerce authorities and the recording of its consignment for the second-hand goods at Beijing Public Security Bureau Dongcheng Branch Bureau;

(b) The Company failed to meet the performance target of fiscal year 2012 which would trigger a valuation adjustment;

(c) The Company paid the prices for consignment products to the sellers which is beyond its business as a holding company;

(d) Beijing Secoo failed to complete its filing with the Public Security Authority of Dongcheng District in Beijing for its consignment for the second-hand goods in Dongcheng District, Beijing;

(e) Beijing Secoo failed to provide the following documents to the Series C Preferred Shareholders:

1. recording of the lease of the property located at Room 2407, No. 31 Building, Yuetanbei Road, Xicheng District, Beijing, at the local authorities;

2. document which proves Mr. Liu Zhuoyin has the legal power to enter into the lease of the property located at No. 1713, Minsuwenhua Road, Gaobeidian Village, Gaobeidian Country, Chaoyang District, Beijing with Beijing Zhi Yi;

3. document executed by Mr. Liu Zhuoyin which proves Mr. Liu Zhuoyin has the legal power to enter into the lease of the property located at Taipinggzhuan Village, Chaoyang District, Beijing, with Beijing Secoo;

4. the recording of Shanghai Branch's lease of C Tower, 1/F, No. 758 and 3/F, No. 762, Nanjingxi Road, Jingan District, Shanghai at the local authorities;

5. the related documents regarding the deregistration of Beijing Chaoyang Branch and Jinan Branch of Beijing Secoo;

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6. the tax registration certificate of Beijing Dongcheng Branch of Beijing Secoo which indicates the change of business scope;

(f) Beijing Secoo failed to file true, correct and complete financial statistics with the relevant government authorities, including rectifying any non-compliant conducts of the Group Companies;

(g) The PRC Companies failed to contribute all employee and social insurance and housing accumulation funds in accordance with applicable laws and regulations;

(h) The Group Companies failed to rectify their financial and accounting records (in relation to use of proceeds from Series A and Series B investors of the Company) to comply with applicable laws;

(i) The approval of the Board shall be obtained prior to any fund transfer from the Company to any PRC company that is of an amount of more than RMB500,000 (for a single transfer or an aggregate sum of a series of transfers within one (1) month);

(j) Restructure of the business of the Group Companies such that:

1. WFOE to purchase products from customers;
2. WFOE to receive capital injected by the Company;
3. WFOE to pay for the products purchased from the customers; and
4. WFOE to sell the products through Beijing Secoo or its affiliates' sales platforms and/or channels and pay services fees.

(k) WFOE failed to obtain the approval from the Ministry of Commerce ("**MOFCOM**") to conduct the business of "sale by wholesale" within six (6) month after Closing. WFOE shall expand its permitted scope of business to include "sale of □□□□□□□□□□□□□□□□□□□□□□□□ by wholesale" to the extent permitted by the relevant governmental authorities.

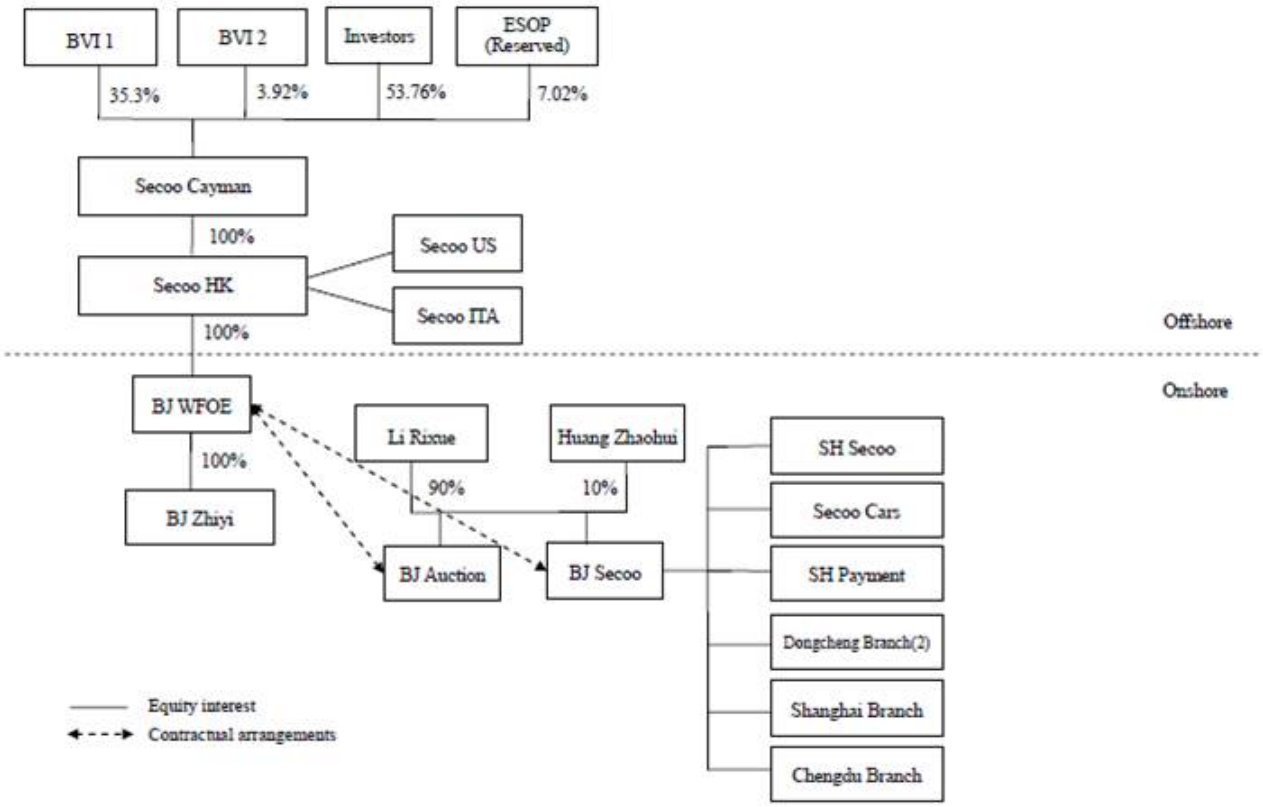
(l) Beijing Secoo failed to expand its permitted scope of business to include "sale of□□□□□□□□□□□□□□□□□□□□□□□□by retail", "sale of cosmetics by consignment" and "mobile telecommunication services", to the extent permitted by the relevant governmental authorities.

(m) Shanghai Secoo failed to expand its permitted scope of business to include "sale of □□□□□□by retail", to the extent permitted by the relevant governmental authorities.

(n) Beijing Zhiyi failed to expand its permitted scope of business to include "□□□□□□□□□□□□□□□", to the extent permitted by the relevant governmental authorities.

EXHIBIT A

Corporate Structure



Please see the notes below for more details.

Notes:

BVI 1	Siku Holding Limited, 99% owned by Li Rixue and 1% by Huang Zhaohui , 2011.01.20
BVI 2	Kuzhifu Holding Limited, solely owned by Huang Zhaohui, 2011.01.20
Secoo Cayman	Secoo Holding Limited 2011.01.04
Secoo HK	Hong Kong Secoo Investment Group Limited 2008.12.11
Secoo US	Secoo Inc. 2014.1.23
Secoo ITA	Secoo Italia SRL 2014.12.4
BJ WFOE	2011.05.11
BJ Secoo	2009.04.30
BJ Zhiyi	2012.09.26
BJ Auction	2014.09.15
SH Payment	,2014.01.28
SH Secoo	2013.09.02
Secoo Cars	2013.06.25
Dongcheng Branch(2)	2011.2.22 2015.5.13
Shanghai Branch	2012.3.02
Chengdu Branch	2012.8.13
Investors	IDG, Ventech, Bertelsmann, Vangoo, Blue Lotus, CMC

We have 1 online store www.secoo.com, and 4 offline stores (Beijing, Shanghai, Chengdu, and Hong Kong).

EXHIBIT C

Form of Deed of Adherence

This Deed of Adherence is made on [ ] by [ ], a company incorporated [in [ ] /under the laws of [ ] under registered number [ ] whose [registered/principal office is at [ ]] (the "**New Shareholder**").

(A) [ ] (the "**Transferor**") is proposing to transfer to the New Shareholder [***number***/all of its] [ordinary] [Preferred] shares of [ ] each in the capital of Secoo Holding Limited (the "**Company**").

(B) This Deed of Adherence is entered into in compliance with Section 4.8 (*Deed of Adherence*) of a shareholders' agreement made on [ ] between, among others, the Company, Pingan eCommerce Limited Partnership and Rhythm Way Limited, as such agreement has been or may be amended, supplemented or novated from time to time (the "**Agreement**").

It is agreed as follows:

1. The New Shareholder confirms that it has been supplied with and has read a copy of the Agreement.

2. The New Shareholder agrees (a) to assume the benefit of the rights of the Transferor under the Agreement and (b) to observe, perform and be bound by all the obligations and terms of the Agreement capable of applying to the New Shareholder and which are to be performed on or after the date of this Deed, to the intent and effect that the New Shareholder shall be deemed with effect from the date on which the New Shareholder is registered as a shareholder of the Company to be a party to the Agreement (as if named as a party to the Agreement).

3. This Deed is made for the benefit of (a) the original Parties to the Agreement and (b) any other person or persons who after the date of the Agreement (and whether or not prior to or after the date of this Deed) adhere to the Agreement.

4. The address and fax number of the New Shareholder for the purposes of Section 12 (*Notices*) of the Agreement are as follows: [ ].

5. Section 12.3 (*Governing law*) of the Agreement shall apply to this Deed as if set out in full herein.

In witness of which this Deed has been signed as a deed on the date stated at the beginning of this Deed.

SIGNED as a DEED by [ ]
acting by [ ] a
Director in the presence of:
Witness's signature
Name
Address
Occupation

Exhibit 5.1

Secoo Holding Limited
15/F, Building C, Galaxy SOHO
Chaonei Street, Dongcheng District
Beijing 100000
The People's Republic of China

[ ] 2017

Dear Sirs

Secoo Holding Limited

We have acted as Cayman Islands legal advisers to Secoo Holding Limited (the "**Company**") in connection with the Company's registration statement on Form F-1, including all amendments or supplements thereto (the "**Registration Statement**"), filed with the Securities and Exchange Commission under the U.S. Securities Act of 1933, as amended to date relating to the offering by the Company of certain American depositary shares (the "**ADSs**") representing the Company's Class A ordinary shares of par value US$0.001 each (the "**Shares**").

We are furnishing this opinion as Exhibits 5.1, 8.1 and 23.2 to the Registration Statement.

1 Documents Reviewed

For the purposes of this opinion, we have reviewed only originals, copies or final drafts of the following documents:

1.1 The certificate of incorporation of the Company dated 4 January 2011.

1.2 The seventh amended and restated memorandum and articles of association of the Company as adopted by special resolution passed on 8 July 2015 (the "**Pre-IPO Memorandum and Articles**").

1.3 The eighth amended and restated memorandum and articles of association of the Company as conditionally adopted by a special resolution passed on [ ] 2017 and effective immediately prior to the completion of the initial public offering of the Company's ADSs representing the Shares (the "**IPO Memorandum and Articles**").

1.4 The written resolutions of the directors of the Company dated [ ] 2017 (the "**Directors' Resolutions**").

1.5 The written resolutions of the members of the Company dated [ ] 2017 (the "**Shareholders' Resolutions**").

1.6 A certificate from a director of the Company, a copy of which is attached hereto (the "**Director's Certificate**").

1.7 A certificate of good standing dated [ ] 2017, issued by the Registrar of Companies in the Cayman Islands (the "**Certificate of Good Standing**").

1.8 The Registration Statement.

2 Assumptions

The following opinions are given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion letter. These opinions only relate to the laws of the Cayman Islands which are in force on the date of this opinion letter. In giving these opinions we have relied (without further verification) upon the completeness and accuracy of the Director's Certificate and the Certificate of Good Standing. We have also relied upon the following assumptions, which we have not independently verified:

2.1 Copy documents or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals.

2.2 The genuineness of all signatures and seals.

2.3 There is nothing under any law (other than the law of the Cayman Islands), and there is nothing contained in the minute book or corporate records of the Company (which we have not inspected), which would or might affect the opinions set out below.

3 Opinion

Based upon the foregoing and subject to the qualifications set out below and having regard to such legal considerations as we deem relevant, we are of the opinion that:

3.1 The Company has been duly incorporated as an exempted company with limited liability and is validly existing and in good standing under the laws of the Cayman Islands.

3.2 The authorised share capital of the Company, with effect immediately prior to the completion of the initial public offering of the Company's ADSs representing the Shares, will be [US$150,000 divided into 150,000,000 shares of a par value of US$0.001 each, comprising of (i) 112,000,000 Class A ordinary shares of a par value of US$0.001 each, (ii) 8,000,000 Class B ordinary shares of a par value of US$0.001 each and (iii) 30,000,000 shares of a par value of US$0.001 each of such class or classes (however designated) as the board of directors may determine in accordance with Article 8 of the IPO Memorandum and Articles].

3.3 The issue and allotment of the Shares have been duly authorised and when allotted, issued and paid for as contemplated in the Registration Statement, the Shares will be legally issued and allotted, fully paid and non-assessable. As a matter of Cayman law, a share is only issued when it has been entered in the register of members (shareholders).

3.4 The statements under the caption "Taxation" in the prospectus forming part of the Registration Statement, to the extent that they constitute statements of Cayman Islands law, are accurate in all material respects and that such statements constitute our opinion.

4 Qualifications

In this opinion the phrase "non-assessable" means, with respect to shares in the Company, that a shareholder shall not, solely by virtue of its status as a shareholder, be liable for additional assessments or calls on the shares by the Company or its creditors (except in exceptional

circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

Except as specifically stated herein, we make no comment with respect to any representations and warranties which may be made by or with respect to the Company in any of the documents or instruments cited in this opinion or otherwise with respect to the commercial terms of the transactions the subject of this opinion.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our name under the headings "Enforceability of Civil Liabilities", "Taxation" and "Legal Matters" and elsewhere in the prospectus included in the Registration Statement. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the Rules and Regulations of the Commission thereunder.

Yours faithfully

Maples and Calder (Hong Kong) LLP

Director's Certificate

Exhibit 10.1

SECOO HOLDING LIMITED

2014 EMPLOYEE STOCK INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are to attract and retain the best available personnel, to provide additional incentives to Employees and to promote the success of the Company's business.

2. Definitions. The following definitions shall apply as used herein and in the individual Award Agreements except as defined otherwise in an individual Award Agreement. In the event a term is separately defined in an individual Award Agreement, such definition shall supersede the definition contained in this Section 2.

(a) "Administrator" means the Board or any of the Committees appointed to administer the Plan.

(b) "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 promulgated under the Exchange Act.

(c) "Applicable Laws" means the legal requirements relating to the Plan and the Awards under applicable provisions of federal securities laws, state corporate and securities laws, the Code, the rules of any applicable stock exchange or national market system, and the rules of any jurisdiction (including but not limited to the People's Republic of China) applicable to Awards granted to residents therein.

(d) "Assumed" means that pursuant to a Corporate Transaction either (i) the Award is expressly affirmed by the Company or (ii) the contractual obligations represented by the Award are expressly assumed (and not simply by operation of law) by the successor entity or its Parent in connection with the Corporate Transaction with appropriate adjustments to the number and type of securities of the successor entity or its Parent subject to the Award and the exercise or purchase price thereof which at least preserves the compensation element of the Award existing at the time of the Corporate Transaction as determined in accordance with the instruments evidencing the agreement to assume the Award.

(e) "Award" means the grant of an Option, SAR, Dividend Equivalent Right, Restricted Share, Restricted Share Unit or other right or benefit under the Plan.

(f) "Award Agreement" means the written agreement evidencing the grant of an Award executed by the Company and the Grantee, including any amendments thereto.

(g) "Board" means the Board of Directors of the Company.

(h) "Cause" means, with respect to the termination by the Company or a Related Entity of the Grantee's Continuous Service, that such termination is for "Cause" as such term is expressly defined in a then-effective written agreement between the Grantee and the Company or such Related Entity, or in the absence of such then-effective written agreement and definition, is based on, in the determination of the Administrator, the Grantee's: (i) performance of any act or failure to perform any act in bad faith and to the detriment of the Company or a Related Entity;

(ii) dishonesty, intentional misconduct or material breach of any agreement with the Company or a Related Entity; or (iii) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

(i) "Change in Control" means a change in ownership or control of the Company after the Registration Date effected through the following transactions: the direct or indirect acquisition by any person or related group of persons (other than an acquisition from or by the Company or by a Company-sponsored employee benefit plan or by a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's shareholders which a majority of the Directors who are not Affiliates or Associates of the offeror do not recommend such shareholders accept.

(j) "Code" means the Internal Revenue Code of 1986, as amended.

(k) "Committee" means any committee composed of members of the Board appointed by the Board to administer the Plan.

(l) "Company" means Secoo Holding Limited, a Company Incorporated Under The Laws Of Cayman Islands Or any Successor Corporation that adopts the Plan in connection with a Corporate Transaction.

(m) "Consultant" means any person who is engaged by the Company or any Related Entity to render consulting or advisory services to the Company or such Related Entity, including but not limited to financial advisors.

(n) "Continuous Service" means that the provision of services to the Company or a Related Entity in any capacity of Employee is not interrupted or terminated. In jurisdictions requiring notice in advance of an effective termination as an Employee, Continuous Service shall be deemed terminated upon the actual cessation of providing services to the Company or a Related Entity notwithstanding any required notice period that must be fulfilled before a termination as an Employee can be effective under Applicable Laws. A Grantee's Continuous Service shall be deemed to have terminated either upon an actual termination of Continuous Service or upon the entity for which the Grantee provides services ceasing to be a Related Entity. Continuous Service shall not be considered interrupted in the case of (i) any approved leave of absence, (ii) transfers among the Company, any Related Entity, or any successor, in any capacity of Employee, or (iii) any change in status as long as the individual remains in the service of the Company or a Related Entity in any capacity of Employee (except as otherwise provided in the Award Agreement). An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave.

(o) "Corporate Transaction" means any of the following transactions, provided, however, that the Administrator shall determine under parts (iv) and (v) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

(i) a merger or consolidation in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state in which the Company is incorporated;

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(iii) the complete liquidation or dissolution of the Company;

(iv) any reverse merger or series of related transactions culminating in a reverse merger (including, but not limited to, a tender offer followed by a reverse merger) in which the Company is the surviving entity but (A) the Ordinary Shares outstanding immediately prior to such merger are converted or exchanged by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such merger or the initial transaction culminating in such merger, but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction; or

(v) acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction.

(p) "Director" means a member of the Board or the board of directors of any Related Entity.

(q) "Disability" means as defined under the long-term disability policy of the Company or the Related Entity to which the Grantee provides services regardless of whether the Grantee is covered by such policy. If the Company or the Related Entity to which the Grantee provides service does not have a long-term disability plan in place, "Disability" means that a Grantee is unable to carry out the responsibilities and functions of the position held by the Grantee by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Grantee will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Administrator in its discretion.

(r) "Dividend Equivalent Right" means a right entitling the Grantee to compensation measured by dividends paid with respect to Ordinary Shares.

(s) "Drag-Along Event" means a merger, sale of control, sale or exclusive license of all or substantially all of the Company's assets or any transaction in which 50% or more of the voting power of the Company is transferred to a bona fide third party.

(t) "Employee" means any person, who is in the employ of the Company or any Related Entity, subject to the control and direction of the Company or any Related Entity as to both the work to be performed and the manner and method of performance, any Consultant or any other person who has made/is making contribution to the development of the Company or any Related Entity as determined by the Board from time to time. The payment of a director's fee by the Company or a Related Entity shall not be sufficient to constitute "employment" by the Company.

(u) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(v) "Fair Market Value" means, as of any date, the value of Ordinary Shares determined as follows:

(i) If the Ordinary Shares are traded on a securities exchange, the value shall be deemed to be the average of the security's closing prices on such exchange over the thirty (30) day period ending one (1) day prior to the distribution, as reported in The Wall Street Journal or such other source as the Administrator deems reliable;

(ii) If the Ordinary Shares are traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the distribution as reported in The Wall Street Journal or such other source as the Administrator deems reliable; and

(iii) In the absence of an established market for the Ordinary Shares of the type described in (i) and (ii), above, the Fair Market Value thereof shall be determined by the Administrator in good faith.

The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in sub-clauses (i), (ii) or (iii) to reflect the fair market value thereof as determined in good faith by the Administrator, or by a liquidator if one is appointed.

(w) "Grantee" means an Employee who receives an Award under the Plan.

(x) "IPO" shall mean the Company's first firm commitment underwritten public offering of any of its securities to the general public pursuant to (a) a registration statement filed under the Securities Act of 1933, as amended, or (b) the securities laws applicable to an offering of securities in another jurisdiction pursuant to which such securities will be listed on an internationally-recognized securities exchange.

(y) "Officer" means a person who is an officer of the Company or a Related Entity within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(z) "Option" means an option to purchase Shares pursuant to an Award Agreement granted under the Plan.

(aa) "Ordinary Share" means an ordinary share with the par value of US$0.001 each, of the Company having the rights and restrictions set out in the Amended Constitution.

(bb) "Parent" means a "parent corporation", whether now or hereafter existing, as defined in Section 424(e) of the Code.

(cc) "Plan" means this 2014 Employee Stock Incentive Plan.

(dd) "Preferred Shares" shall have the same meaning as the "Preferred Shares" as defined in memorandum and articles of associations of the Company, as amended from time to time.

(ee) "Qualified IPO" shall have the same meaning as the "Qualified Initial Public Offering" as defined in memorandum and articles of associations of the Company, as amended from time to time.

(ff) "Registration Date" means the first to occur of (i) the closing of the first sale to the general public pursuant to a registration statement filed with and declared effective by the U.S. Securities and Exchange Commission under the Securities Act of 1933, as amended, of (A) the Ordinary Shares or (B) the same class of securities of a successor corporation (or its Parent) issued pursuant to a Corporate Transaction in exchange for or in substitution of the Ordinary Shares; and (ii) in the event of a Corporate Transaction, the date of the consummation of the Corporate Transaction if the same class of securities of the successor corporation (or its Parent) issuable in such Corporate Transaction shall have been sold to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, on or prior to the date of consummation of such Corporate Transaction.

(gg) "Related Entity" means any Parent or Subsidiary of the Company and any business, corporation, partnership, Limited Liability Company or other entity in which the Company or a Parent or a Subsidiary of the Company holds a substantial ownership interest, directly or indirectly.

(hh) "Replaced" means that pursuant to a Corporate Transaction the Award is replaced with a comparable share or stock award or a cash incentive program of the Company, the successor entity (if applicable) or Parent of either of them which preserves the compensation element of such Award existing at the time of the Corporate Transaction and provides for subsequent payout in accordance with the same (or a more favorable) vesting schedule applicable to such Award. The determination of Award comparability shall be made by the Administrator and its determination shall be final, binding and conclusive.

(ii) "Restricted Share" means a Share issued under the Plan to the Grantee for such consideration, if any, and subject to such restrictions on transfer, rights of first refusal, repurchase provisions, forfeiture provisions, and other terms and conditions as established by the Administrator.

(jj) "Restricted Share Units" means an Award which may be earned in whole or in part upon the passage of time or the attainment of performance criteria established by the

Administrator and which may be settled for cash, Shares or other securities or a combination of cash, Shares or other securities as established by the Administrator.

(kk) "SAR" means a share appreciation right entitling the Grantee to Shares or cash compensation, as established by the Administrator, measured by appreciation in the value of Ordinary Shares.

(ll) "Share" means an Ordinary Share of the Company.

(mm) "Spin-off Transaction" means a distribution by the Company to its shareholders of all or any portion of the securities of any Subsidiary of the Company.

(nn) "Subsidiary" means a "subsidiary corporation", whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Shares Subject to the Plan.

(a) Subject to the provisions of Section 10 below, the maximum aggregate number of Shares which may be issued pursuant to all Awards is 1,307,672 Shares (proportionally adjusted to reflect any share dividends, share splits, or similar transactions).

(b) Any Shares covered by an Award (or portion of an Award) which is forfeited, canceled or expires (whether voluntarily or involuntarily) shall be deemed not to have been issued for purposes of determining the maximum aggregate number of Shares which may be issued under the Plan. Shares that actually have been issued under the Plan pursuant to an Award shall not be returned to the Plan and shall not become available for future issuance under the Plan, except that if unvested Shares are forfeited, or repurchased by the Company at the lower of their original purchase price or their Fair Market Value at the time of repurchase, such Shares shall become available for future grant under the Plan. To the extent not prohibited by Section 422(b)(1) of the Code (and the corresponding regulations thereunder), the listing requirements of The Nasdaq National Market (or other established stock exchange or national market system on which the Ordinary Shares are traded) and Applicable Law, any Shares covered by an Award which are surrendered (i) in payment of the Award exercise or purchase price or (ii) in satisfaction of tax withholding obligations incident to the exercise of an Award shall be deemed not to have been issued

for purposes of determining the maximum number of Shares which may be issued pursuant to all Awards under the Plan, unless otherwise determined by the Administrator.

4. Administration of the Plan.

(a) Plan Administrator.

(i) Administration. The Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in accordance with the Applicable Laws. Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board. The Board may authorize one or more Officers to grant such Awards and may limit such authority as the Board determines from time to time.

(ii) Administration Errors. In the event an Award is granted in a manner inconsistent with the provisions of this subsection (a), such Award shall be presumptively valid as of its grant date to the extent permitted by the Applicable Laws.

(b) Powers of the Administrator. Subject to Applicable Laws and the provisions of the Plan (including any other powers given to the Administrator hereunder), and except as otherwise provided by the Board, the Administrator shall have the authority, in its discretion:

(i) to select the Employees to whom Awards may be granted from time to time hereunder;

(ii) to determine whether and to what extent Awards are granted hereunder;

(iii) to determine the number of Shares or the amount of other consideration to be covered by each Award granted hereunder;

(iv) to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions of any Award granted hereunder (including the vesting schedule set forth in the Notice of Stock Option Award);

(vi) to amend the terms of any outstanding Award granted under the Plan, provided that any amendment that would adversely affect the Grantee's rights under an outstanding Award shall not be made without the Grantee's written consent;

(vii) to construe and interpret the terms of the Plan and Awards, including without limitation, any notice of award or Award Agreement, granted pursuant to the Plan; and

(viii) to take such other action, not inconsistent with the terms of the Plan, as the Administrator deems appropriate.

(c) Indemnification. In addition to such other rights of indemnification as they may have as members of the Board or Employees of the Company or a Related Entity, members of the Board and/or any Employees of the Company or a Related Entity to whom authority to act for the Board, the Administrator or the Company is delegated shall be defended and indemnified by the Company to the extent permitted by law on an after-tax basis against all reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense of any claim, investigation, action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, or any Award granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by the Company) or paid by them in satisfaction of a judgment in any such claim, investigation, action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such claim, investigation, action, suit or proceeding that such person is liable for gross negligence, bad faith or intentional misconduct; provided, however, that within thirty (30) days after the institution of

such claim, investigation, action, suit or proceeding, such person shall offer to the Company, in writing, the opportunity at the Company's expense to defend the same.

5. Eligibility. Awards may be granted to Employees. An Employee who has been granted an Award may, if otherwise eligible, be granted additional Awards.

6. Terms and Conditions of Awards.

(a) Types of Awards. The Administrator is authorized under the Plan to award any type of arrangement to an Employee that is not inconsistent with the provisions of the Plan and that by its terms involves or might involve the issuance of (i) Shares, (ii) cash or (iii) an Option, a SAR, or similar right with a fixed or variable price related to the Fair Market Value of the Shares and with an exercise or conversion privilege related to the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions. Such awards include, without limitation, Options, SARs, sales or bonuses of Restricted Share, Restricted Share Units or Dividend Equivalent Rights, and an Award may consist of one such security or benefit, or two (2) or more of them in any combination or alternative.

(b) Designation of Award. Each Award shall be designated in the Award Agreement.

(c) Conditions of Award. Subject to the terms of the Plan, the Administrator shall determine the provisions, terms, and conditions of each Award including, but not limited to, the Award vesting schedule, repurchase provisions, rights of first refusal, forfeiture provisions, form of payment (cash, Shares, or other consideration) upon settlement of the Award, payment contingencies, and satisfaction of any performance criteria. The performance criteria established by the Administrator may be based on any one of, or combination of, the following: (i) increase in share price, (ii) earnings per share, (iii) total

shareholder return, (iv) operating margin, (v) gross margin, (vi) return on equity, (vii) return on assets, (viii) return on investment, (ix) operating income, (x) net operating income, (xi) pre-tax profit, (xii) cash flow, (xiii) revenue, (xiv) expenses, (xv) earnings before interest, taxes and depreciation, (xvi) economic value added and (xvii) market share. The performance criteria may be applicable to the Company, Related Entities and/or any individual business units of the Company or any Related Entity. Partial achievement of the specified criteria may result in a payment or vesting corresponding to the degree of achievement as specified in the Award Agreement.

(d) Acquisitions and Other Transactions. The Administrator may issue Awards under the Plan in settlement, assumption or substitution for, outstanding awards or obligations to grant future awards in connection with the Company or a Related Entity acquiring another entity, an interest in another entity or an additional interest in a Related Entity whether by merger, share purchase, asset purchase or other form of transaction.

(e) Deferral of Award Payment. The Administrator may establish one or more programs under the Plan to permit selected Grantees the opportunity to elect to defer receipt of consideration upon exercise of an Award, satisfaction of performance criteria, or other event that absent the election would entitle the Grantee to payment or receipt of Shares or other consideration under an Award. The Administrator may establish the election procedures, the

timing of such elections, the mechanisms for payments of, and accrual of interest or other earnings, if any, on amounts, Shares or other consideration so deferred, and such other terms, conditions, rules and procedures that the Administrator deems advisable for the administration of any such deferral program.

(f) Separate Programs. The Administrator may establish one or more separate programs under the Plan for the purpose of issuing particular forms of Awards to one or more classes of Grantees on such terms and conditions as determined by the Administrator from time to time.

(g) Early Exercise. Subject to the Applicable Laws, the Award Agreement may, but need not, include a provision whereby the Grantee may elect at any time while an Employee to exercise any part or all of the Award prior to full vesting of the Award. Any unvested Shares received pursuant to such exercise may be subject to a repurchase right in favor of the Company or a Related Entity or to any other restriction the Administrator determines to be appropriate.

(h) Term of Award. The term of each Award shall be the term stated in the Award Agreement. Notwithstanding the foregoing, the specified term of any Award shall not include any period for which the Grantee has elected to defer the receipt of the Shares or cash issuable pursuant to the Award.

(i) Transferability of Awards. Subject to the Applicable Laws, Awards shall be transferable (i) by will and by the laws of descent and distribution and (ii) during the lifetime of the Grantee, to the extent and in the manner authorized by the Administrator. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's Award in the event of the Grantee's death on a beneficiary designation form provided by the Administrator.

(j) Time of Granting Awards. The date of grant of an Award shall for all purposes be the date on which the Administrator makes the determination to grant such Award, or such other date as is determined by the Administrator.

7. Award Exercise or Purchase Price, Consideration and Taxes.

(a) Exercise or Purchase Price. The exercise or purchase price, if any, for an Award shall be determined by the Administrator.

Notwithstanding the foregoing provisions of this Section 7(a), in the case of an Award issued pursuant to Section 6(d), above, the exercise or purchase price for the Award shall be determined in accordance with the provisions of the relevant instrument evidencing the agreement to issue such Award.

(b) Consideration. Subject to Applicable Laws, the consideration to be paid for the Shares to be issued upon exercise or purchase of an Award including the method of payment, shall be determined by the Administrator. In addition to any other types of consideration the Administrator may determine, the Administrator is authorized to accept as consideration for Shares issued under the Plan the following:

(i) cash;

(ii) check;

(iii) if the exercise or purchase occurs on or after the Registration Date, surrender of Shares or delivery of a properly executed form of attestation of ownership of Shares as the Administrator may require which have a Fair Market Value on the date of surrender or attestation equal to the aggregate exercise price of the Shares as to which said Award shall be exercised, provided, however, that Shares acquired under the Plan or any other equity compensation plan or agreement of the Company must have been held by the Grantee for a period of more than six (6) months (and not used for another Award exercise by attestation during such period);

(iv) with respect to Options, if the exercise occurs on or after the Registration Date, payment through a broker-dealer sale and remittance procedure pursuant to which the Grantee (A) shall provide written instructions to a Company designated brokerage firm to effect the immediate sale of some or all of the purchased Shares and remit to the Company sufficient funds to cover the aggregate exercise price payable for the purchased Shares and (B) shall provide written directives to the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale transaction; or

(v) any combination of the foregoing methods of payment.

The Administrator may at any time or from time to time, by adoption of or by amendment to the standard forms of Award Agreement described in Section 4(b)(iv), or by other means, grant Awards which do not permit all of the foregoing forms of consideration to be used in payment for the Shares or which otherwise restrict one or more forms of consideration.

(c) Taxes. No Shares shall be delivered under the Plan to any Grantee or other person until such Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of any income and employment tax withholding obligations under any Applicable Laws. Upon exercise of an Award the Company shall withhold or collect from Grantee an amount sufficient to satisfy such tax obligations.

8. Exercise of Award.

(a) Procedure for Exercise; Rights as a Shareholder.

(i) Any Award granted hereunder shall be exercisable at such times and under such conditions as determined by the Administrator under the terms of the Plan and specified in the Award Agreement.

(ii) An Award shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Award by the person entitled to exercise the Award and full payment for the Shares with respect to which the Award is exercised, including, to the extent selected, use of the broker-dealer sale and remittance procedure to pay the purchase price as provided in Section 7(b)(iv).

(b) Exercise of Award Following Termination of Continuous Service.

(i) An Award may not be exercised after the termination date of such Award set forth in the Award Agreement and may be exercised following the termination of a Grantee's Continuous Service only to the extent provided in the Award Agreement.

Where the Award Agreement permits a Grantee to exercise an Award following the termination of the Grantee's Continuous Service for a specified period, the Award shall terminate to the extent not exercised on the last day of the specified period or the last day of the original term of the Award, whichever occurs first.

9. Conditions Upon Issuance of Shares.

(a) Shares shall not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares pursuant thereto shall comply with all Applicable Laws, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required by any Applicable Laws.

(c) As a condition to the exercise of an Award, the Grantee shall grant a power of attorney to the Board or any person designated by the Board to exercise the voting rights with respect to the Shares and the Company requires the person exercising such Award to acknowledge and agree to be bound by the provisions of the Shareholders Agreement entered into by and among the Company and the shareholders of the Company from time to time, as if the Grantee is a holder of Ordinary Shares thereunder.

10. Adjustments Upon Changes in Capitalization. Subject to any required action by the shareholders of the Company, the number of Shares covered by each outstanding Award, and the number of Shares which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan, the exercise or purchase price of each such outstanding Award, the maximum number of Shares with respect to which Awards may be granted to any Grantee in any fiscal year of the Company, as well as any other terms that the Administrator determines require adjustment shall be proportionately adjusted for (i) any increase or decrease in the number of issued Shares resulting from a share split, reverse share split, share dividend, combination or reclassification of the Shares, or similar transaction affecting the Shares, (ii) any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company, or (iii) as the Administrator may determine in its discretion, any other transaction with respect to Ordinary Shares 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; provided, however that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such

adjustment shall be made by the Administrator and its determination shall be final, binding and conclusive. Except as the Administrator determines, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason hereof shall be made with respect to, the number or price of Shares subject to an Award. In the event of a Spin-off Transaction, the Administrator may in its discretion make such adjustments and take such other action as it deems appropriate with respect to outstanding Awards under the Plan, including but not limited to: (i) adjustments to the number and kind of Shares, the exercise or purchase price per Share and the vesting periods of outstanding Awards, (ii) prohibit the exercise of Awards during certain periods of time prior to the consummation of the Spin-off Transaction, or (iii) the substitution, exchange or grant of Awards to purchase securities of the Subsidiary; provided that the Administrator shall not be obligated to make any such adjustments or take any such action hereunder.

11. Corporate Transactions and Changes in Control.

(a) Termination of Award to the Extent Not Assumed in Corporate Transaction. Effective upon the consummation of a Corporate Transaction, all outstanding Awards under the Plan shall terminate. However, all such Awards shall not terminate to the extent they are Assumed in connection with the Corporate Transaction.

(b) Acceleration of Award Upon Corporate Transaction or Change in Control.

(i) Corporate Transaction. Except as provided otherwise in an individual Award Agreement, in the event of a Corporate Transaction, for the portion of each Award that is neither Assumed nor Replaced, such portion of the Award shall automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value) for all of the Shares at the time represented by such portion of the Award, immediately prior to the specified effective date of such Corporate Transaction, provided that the Grantee's Continuous Service has not terminated prior to such date. The portion of the Award that is not Assumed shall terminate under subsection (a) of this Section 11 to the extent not exercised prior to the consummation of such Corporate Transaction.

(ii) Change in Control. Except as provided otherwise in an individual Award Agreement, in the event of a Change in Control (other than a Change in Control which also is a Corporate Transaction), each Award which is at the time outstanding under the Plan automatically shall become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value), immediately prior to the specified effective date of such Change in Control, for all of the Shares at the time represented by such Award, provided that the Grantee's Continuous Service has not terminated prior to such date.

12. Effective Date and Term of Plan. The Plan shall become effective upon the later to occur of its adoption by the Board or its approval by the shareholders of the Company. It shall continue in effect for a term of ten (10) years unless sooner terminated. Subject to Applicable Laws, Awards may be granted under the Plan upon its becoming effective.

13. Amendment, Suspension or Termination of the Plan.

(a) The Board may at any time amend, suspend or terminate the Plan; provided, however, that no such amendment shall be made without the approval of the Company's shareholders to the extent such approval is required by Applicable Laws, or if such amendment would change any of the provisions of Section 4(b)(vi) or this Section 13(a).

(b) No Award may be granted during any suspension of the Plan or after termination of the Plan.

(c) No suspension or termination of the Plan (including termination of the Plan under Section 12, above) shall adversely affect any rights under Awards already granted to a Grantee.

14. Reservation of Shares.

(a) The Company, during the term of the Plan, will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

(b) The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

15. No Effect on Terms of Employment/Consulting Relationship. The Plan shall not confer upon any Grantee any right with respect to the Grantee's Continuous Service, nor shall it interfere in any way with his or her right or the right of the Company or any Related Entity to terminate the Grantee's Continuous Service at any time, with or without Cause, and with or without notice. The ability of the Company or any Related Entity to terminate the employment of a Grantee who is employed at will is in no way affected by its determination that the Grantee's Continuous Service has been terminated for Cause for the purposes of this Plan.

16. No Effect on Retirement and Other Benefit Plans. Except as specifically provided in a retirement or other benefit plan of the Company or a Related Entity, Awards shall not be deemed compensation for purposes of computing benefits or contributions under any retirement plan of the Company or a Related Entity, and shall not affect any benefits under any other benefit plan of any kind or any benefit plan subsequently instituted under which the availability or amount of benefits is related to level of compensation. The Plan is not a "Retirement Plan" or "Welfare Plan" under the Employee Retirement Income Security Act of 1974, as amended.

17. Vesting Schedule. Except as otherwise agreed in the Award Agreement or the Notice thereto, Options to be issued to the Grantees under the Plan shall be subject to a minimum four (4) year vesting schedule calling for vesting no faster than the following, counting from the applicable grant date with respect to each of the issued Options: all of the Shares subject to the Option shall vest in four substantially equal twelve-month period installments, with the first 25% of the Shares vesting on the last day of the twelve-month period and the following installments vesting on the last day of each of the twelve-month period thereafter.

18. The Option shall be exercisable during its term in accordance with the vesting schedule provided that the Option shall not be exercised before the consummation of the Qualified IPO of the Company, or before any other time prior to the consummation of the Qualified IPO of the Company as approved by the Administrator at which the exercise of such Option is permitted by the applicable laws and regulations of the People's Republic of China (the "PRC" or "China") and such applicable laws and regulations of the PRC are enforceable in practice. In the event of termination of the Grantee's Continuous Service before Qualified IPO, the Grantee's right to exercise the Option shall terminate and the Grantee's vested Option shall be canceled immediately and automatically with a retrospective effect concurrently with the termination of the Grantee's Continuous Service, except as otherwise determined by the Administrator.

19. Drag-Along Events. The Award Agreement shall include a provision whereby in the event of a Drag-Along Event, the Grantees who hold any Shares upon exercise of the Award shall sell, transfer, convey or assign all of their Shares pursuant to, and so as to give effect to, the Drag-Along Event, and

each of such Grantees shall grant to the then current chief executive officer of the Company or an authorized officer, a power of attorney to transfer his/her Shares and to do and carry out all other acts and to sign all other documents that are necessary or advisable to complete the Drag-Along Event.

20. Qualified IPO. The Award Agreement shall include a provision whereby in the case of a Qualified IPO, the Grantees shall enter into any agreements with any underwriter, coordinator, bankers or sponsor elected by the Company for the purpose of the Qualified IPO, and each of such Grantees shall grant to the then current chief executive officer or other authorized officer of the Company a power of attorney to enter into any agreements with any underwriter, coordinator, bankers or sponsor elected by the Company and to do and carry out all the acts and to sign all the documents that are necessary or advisable to complete the Qualified IPO.

21. Unfunded Obligation. Any amounts payable to Grantees pursuant to the Plan shall be unfunded and unsecured obligations for all purposes. Neither the Company nor any Related Entity shall be required to segregate any monies from its general funds, or to create any trusts, or establish any special accounts with respect to such obligations. The Company shall retain at all times beneficial ownership of any investments, including trust investments, which the Company may make to fulfill its payment obligations hereunder. Any investments or the creation or maintenance of any trust or any Grantee account shall not create or constitute a trust or fiduciary relationship between the Administrator, the Company or any Related Entity and a Grantee, or otherwise create any vested or beneficial interest in any Grantee or the Grantee's creditors in any assets of the Company or a Related Entity. The Grantees shall have no claim against the Company or any Related Entity for any changes in the value of any assets that may be invested or reinvested by the Company with respect to the Plan.

22. Construction. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Plan. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

SECOO HOLDING LIMITED

By: /s/ LI Rixue
Name: LI Rixue (□□□)

Exhibit 10.3

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made as of , 2017 by and between Secoo Holding Limited, an exempted company incorporated and existing under the laws of the Cayman Islands (the "Company"), and ([Passport/ID] Number) (the "Indemnitee").

WHEREAS, the Indemnitee has agreed to render valuable services to the Company; and

WHEREAS, in order to induce and encourage highly experienced and capable persons such as the Indemnitee to render valuable services to the Company, the board of directors of the Company (the "Board of Directors") has determined that this Agreement is not only reasonable and prudent, but necessary to promote and ensure the best interests of the Company and its shareholders;

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, and other good and valuable consideration, including, without limitation, the service of the Indemnitee, the receipt of which hereby is acknowledged, and in order to induce the Indemnitee to render valuable services the Company, the Company and the Indemnitee hereby agree as follows:

1. Definitions. As used in this Agreement:

(a) "Change in Control" shall mean a change in control of the Company of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar or successor schedule or form) promulgated under the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "Act"), whether or not the Company is then subject to such reporting requirement; provided, however, that, without limitation, such a Change in Control shall be deemed to have occurred (irrespective of the applicability of the initial clause of this definition) if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Act, but excluding any trustee or other fiduciary holding securities pursuant to an employee benefit or welfare plan or employee share plan of the Company or any subsidiary or affiliate of the Company, or any entity organized, appointed, established or holding securities of the Company with voting power for or pursuant to the terms of any such plan) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities without the prior approval of at least two-thirds of the Continuing Directors (as defined below) in office immediately prior to such person's attaining such interest; (ii) the Company is a party to a merger, consolidation, scheme of arrangement, sale of assets or other reorganization, or a proxy contest, as a consequence of which Continuing Directors in office immediately prior to such transaction or event constitute less than a majority of the Board of Directors of the Company (or any successor entity) thereafter; or (iii) during any period of two (2) consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (including for this purpose any new director whose election or nomination for election by the Company's shareholders was approved by a vote of at least two-

thirds of the directors then still in office who were directors at the beginning of such period) (such directors being referred to herein as "Continuing Directors") cease for any reason to constitute at least a majority of the Board of Directors of the Company.

(b) "Disinterested Director" with respect to any request by the Indemnitee for indemnification or advancement of expenses hereunder shall mean a director of the Company who neither is nor was a party to the Proceeding (as defined below) in respect of which indemnification or advancement is being sought by the Indemnitee.

(c) The term "Expenses" shall mean, without limitation, expenses of Proceedings, including attorneys' fees, disbursements and retainers, accounting and witness fees, expenses related to preparation for service as a witness and to service as a witness, travel and deposition costs, expenses of investigations, judicial or administrative proceedings and appeals, amounts paid in settlement of a Proceeding by or on behalf of the Indemnitee, costs of attachment or similar bonds, any expenses of attempting to establish or establishing a right to indemnification or advancement of expenses, under this Agreement, the Company's Memorandum of Association and Articles of Association as currently or then in effect (the "Articles"), applicable law or otherwise, and reasonable compensation for time spent by the Indemnitee in connection with the investigation, defense or appeal of a Proceeding or action for indemnification for which the Indemnitee is not otherwise compensated by the Company or any third party. The term "Expenses" shall not include the amount of judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually levied against or sustained by the Indemnitee to the extent sustained after final adjudication.

(d) The term "Independent Legal Counsel" shall mean any firm of attorneys reasonably selected by the Board of Directors of the Company, so long as such firm has not represented the Company, the Company's subsidiaries or affiliates, the Indemnitee, any entity controlled by the Indemnitee, or any party adverse to the Company, within the preceding five (5) years. Notwithstanding the foregoing, the term "Independent Legal Counsel" shall not include any person who, under applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee's right to indemnification or advancement of expenses under this Agreement, the Company's Articles, applicable law or otherwise.

(e) The term "Proceeding" shall mean any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, or other proceeding (including, without limitation, an appeal therefrom), formal or informal, whether brought in the name of the Company or otherwise, whether of a civil, criminal, administrative or investigative nature, and whether by, in or involving a court or an administrative, other governmental or private entity or body (including, without limitation, an investigation by the Company or its Board of Directors), by reason of (i) the fact that the Indemnitee is or was a director or officer of the Company, or is or was serving at the request of the Company as an agent of another enterprise, whether or not the Indemnitee is serving in such capacity at the time any liability or expense is incurred for which indemnification or reimbursement is to be provided under this Agreement, (ii) any actual or alleged act or omission or neglect or breach of duty, including, without limitation, any actual

or alleged error or misstatement or misleading statement, which the Indemnitee commits or suffers while acting in any such capacity, or (iii) the Indemnitee attempting to establish or establishing a right to indemnification or advancement of expenses pursuant to this Agreement, the Company's Articles, applicable law or otherwise.

(f) The phrase "serving at the request of the Company as an agent of another enterprise" or any similar terminology shall mean, unless the context otherwise requires, serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic. The phrase "serving at the request of the Company" shall include, without limitation, any service as a director/an executive officer of the Company which imposes duties on, or involves services by, such director/executive officer with respect to the Company or any of the Company's subsidiaries, affiliates, employee benefit or welfare plans, such plan's participants or beneficiaries or any other enterprise, foreign or domestic. In the event that the Indemnitee shall be a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic, 50% or more of the ordinary shares, combined voting power or total equity interest of which is owned by the Company or any subsidiary or affiliate thereof, then it shall be presumed conclusively that the Indemnitee is so acting at the request of the Company.

2. Services by the Indemnitee. The Indemnitee agrees to serve as a director or officer of the Company under the terms of the Indemnitee's agreement with the Company for so long as the Indemnitee is duly elected or appointed or until such time as the Indemnitee tenders a resignation in writing or is removed from the Indemnitee's position; provided, however, that the Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or other obligation imposed by operation of law).

3. Proceedings by or in the Right of the Company. The Company shall indemnify the Indemnitee if the Indemnitee is a party to or threatened to be made a party to or is otherwise involved in any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a director or officer of the Company, or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, and interest or penalties, which are actually and reasonably incurred by the Indemnitee in connection with the defense or settlement of such a Proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company; except that no indemnification under this section shall be made in respect of any claim, issue or matter as to which such person shall have been adjudicated by final judgment by a court of competent jurisdiction to be liable to the Company for willful misconduct in the performance of his/her duty to the Company, unless and only to the extent that the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such amounts which such other court shall deem proper.

4. Proceeding Other Than a Proceeding by or in the Right of the Company. The Company shall indemnify the Indemnitee if the Indemnitee is a party to or threatened to be made a party to or is otherwise involved in any Proceeding (other than a Proceeding by or in the right of the Company), by reason of the fact that the Indemnitee is or was a director or officer of the Company, or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnitee in connection with such a Proceeding, to the fullest extent permitted by applicable law; provided, however, that any settlement of a Proceeding must be approved in advance in writing by the Company (which approval shall not be unreasonably withheld).

5. Indemnification for Costs, Charges and Expenses of Witness or Successful Party. Notwithstanding any other provision of this Agreement (except as set forth in subparagraph 9(a) hereof), and without a requirement for determination as required by Paragraph 8 hereof, to the extent that the Indemnitee (a) has prepared to serve or has served as a witness in any Proceeding in any way relating to (i) the Company or any of the Company's subsidiaries, affiliates, employee benefit or welfare plans or such plan's participants or beneficiaries or (ii) anything done or not done by the Indemnitee as a director or officer of the Company or in connection with serving at the request of the Company as an agent of another enterprise, or (b) has been successful in defense of any Proceeding or in defense of any claim, issue or matter therein, on the merits or otherwise, including the dismissal of a Proceeding without prejudice or the settlement of a Proceeding without an admission of liability, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection therewith to the fullest extent permitted by applicable law.

6. Partial Indemnification. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of the Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnitee in the investigation, defense, appeal or settlement of any Proceeding, but not, however, for the total amount of the Indemnitee's Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, then the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses, judgments, fines, interest or penalties or excise taxes to which the Indemnitee is entitled.

7. Advancement of Expenses. The Expenses incurred by the Indemnitee in any Proceeding shall be paid promptly by the Company in advance of the final disposition of the Proceeding at the written request of the Indemnitee to the fullest extent permitted by applicable law; provided, however, that the Indemnitee shall set forth in such request reasonable evidence that such Expenses have been incurred by the Indemnitee in connection with such Proceeding, a statement that such Expenses do not relate to any matter described in subparagraph 9(a) of this Agreement, and an undertaking in writing to repay any advances if it is ultimately determined as provided in subparagraph 8(b) of this Agreement that the Indemnitee is not entitled to indemnification under this Agreement.

8. Indemnification Procedure; Determination of Right to Indemnification.

(a) Promptly after receipt by the Indemnitee of notice of the commencement of any Proceeding, the Indemnitee shall, if a claim for indemnification or advancement of Expenses in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof in writing. The omission to so notify the Company will not relieve the Company from any liability which the Company may have to the Indemnitee under this Agreement unless the Company shall have lost significant substantive or procedural rights with respect to the defense of any Proceeding as a result of such omission to so notify.

(b) The Indemnitee shall be conclusively presumed to have met the relevant standards of conduct, if any, as defined by applicable law, for indemnification pursuant to this Agreement and shall be absolutely entitled to such indemnification, unless a determination is made that the Indemnitee has not met such standards by (i) the Board of Directors by a majority vote of a quorum thereof consisting of Disinterested Directors, (ii) the shareholders of the Company by majority vote of a quorum thereof consisting of shareholders who are not parties to the Proceeding due to which a claim for indemnification is made under this Agreement, (iii) Independent Legal Counsel as set forth in a written opinion (it being understood that such Independent Legal Counsel shall make such determination only if the quorum of Disinterested Directors referred to in clause (i) of this subparagraph 8(b) is not obtainable or if the Board of Directors of the Company by a majority vote of a quorum thereof consisting of Disinterested Directors so directs), or (iv) a court of competent jurisdiction; provided, however, that if a Change in Control shall have occurred and the Indemnitee so requests in writing, such determination shall be made only by a court of competent jurisdiction.

(c) If a claim for indemnification or advancement of Expenses under this Agreement is not paid by the Company within thirty (30) days after receipt by the Company of written notice thereof, the rights provided by this Agreement shall be enforceable by the Indemnitee in any court of competent jurisdiction. Such judicial proceeding shall be made de novo. The burden of proving that indemnification or advances are not appropriate shall be on the Company. Neither the failure of the directors or shareholders of the Company or Independent Legal Counsel to have made a determination prior to the commencement of such action that indemnification or advancement of Expenses is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, if any, nor an actual determination by the directors or shareholders of the Company or Independent Legal Counsel that the Indemnitee has not met the applicable standard of conduct shall be a defense to an action by the Indemnitee or create a presumption for the purpose of such an action that the Indemnitee has not met the applicable standard of conduct. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself (i) create a presumption that the Indemnitee did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Company and/or its shareholders, and, with respect to any criminal Proceeding, that the Indemnitee had reasonable cause to believe that his conduct was unlawful or (ii) otherwise adversely affect the rights of the Indemnitee to indemnification or advancement of Expenses under this Agreement, except as may be provided herein.

(d) If a court of competent jurisdiction shall determine that the Indemnitee is entitled to any indemnification or advancement of Expenses hereunder, the Company shall pay

all Expenses actually and reasonably incurred by the Indemnitee in connection with such adjudication (including, but not limited to, any appellate proceedings).

(e) With respect to any Proceeding for which indemnification or advancement of Expenses is requested, the Company will be entitled to participate therein at its own expense and, except as otherwise provided below, to the extent that it may wish, the Company may assume the defense thereof, with counsel reasonably satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election to assume the defense of a Proceeding, the Company will not be liable to the Indemnitee under this Agreement for any Expenses subsequently incurred by the Indemnitee in connection with the defense thereof, other than as provided below. The Company shall not settle any Proceeding in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. The Indemnitee shall have the right to employ his/her own counsel in any Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense of the Proceeding shall be at the expense of the Indemnitee, unless (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of a Proceeding, or (iii) the Company shall not in fact have employed counsel to assume the defense of a proceeding, in each of which cases the fees and expenses of the Indemnitee's counsel shall be advanced by the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee has reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee.

9. Limitations on Indemnification. No payments pursuant to this Agreement shall be made by the Company:

(a) To indemnify or advance funds to the Indemnitee for Expenses with respect to (i) Proceedings initiated or brought voluntarily by the Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under this Agreement or any other statute or law or otherwise as required under applicable law or (ii) Expenses incurred by the Indemnitee in connection with preparing to serve or serving, prior to a Change in Control, as a witness in cooperation with any party or entity who or which has threatened or commenced any action or proceeding against the Company, or any director, officer, employee, trustee, agent, representative, subsidiary, parent corporation or affiliate of the Company, but such indemnification or advancement of Expenses in each such case may be provided by the Company if the Board of Directors finds it to be appropriate;

(b) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, sustained in any Proceeding for which payment is actually made to the Indemnitee under a valid and collectible insurance policy, except in respect of any excess beyond the amount of payment under such insurance;

(c) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties sustained in any Proceeding for an accounting of profits made from the purchase or sale by the Indemnitee of securities of the Company pursuant to the provisions of Section 16(b)

of the Act or similar provisions of any foreign or United States federal, state or local statute or regulation;

(d) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, for which the Indemnitee is indemnified by the Company otherwise than pursuant to this Agreement;

(e) To indemnify the Indemnitee for any Expenses (including without limitation any Expenses relating to a Proceeding attempting to enforce this Agreement), judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, on account of the Indemnitee's conduct if such conduct shall be finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct, including, without limitation, breach of the duty of loyalty; or

(f) If a court of competent jurisdiction finally determines that any indemnification hereunder is unlawful. In this respect, the Company and the Indemnitee have been advised that the Securities and Exchange Commission takes the position that indemnification for liabilities arising under securities laws is against public policy and is, therefore, unenforceable and that claims for indemnification should be submitted to appropriate courts for adjudication;

(g) To indemnify the Indemnitee in connection with Indemnitee's personal tax matter; or

(h) To indemnify the Indemnitee with respect to any claim related to any dispute or breach arising under any contract or similar obligation between the Company or any of its subsidiaries or affiliates and such Indemnitee.

10. Continuation of Indemnification. All agreements and obligations of the Company contained herein shall continue during the period that the Indemnitee is a director or officer of the Company (or is or was serving at the request of the Company as an agent of another enterprise, foreign or domestic) and shall continue thereafter so long as the Indemnitee shall be subject to any possible Proceeding by reason of the fact that the Indemnitee was a director or officer of the Company or serving in any other capacity referred to in this Paragraph 10.

11. Indemnification Hereunder Not Exclusive. The indemnification provided by this Agreement shall not be deemed to be exclusive of any other rights to which the Indemnitee may be entitled under the Company's Articles, any agreement, vote of shareholders or vote of Disinterested Directors, provisions of applicable law, or otherwise, both as to action or omission in the Indemnitee's official capacity and as to action or omission in another capacity on behalf of the Company while holding such office.

12. Successors and Assigns.

(a) This Agreement shall be binding upon the Indemnitee, and shall inure to the benefit of, the Indemnitee and the Indemnitee's heirs, executors, administrators and assigns,

whether or not the Indemnitee has ceased to be a director or officer, and the Company and its successors and assigns. Upon the sale of all or substantially all of the business, assets or share capital of the Company to, or upon the merger of the Company into or with, any corporation, partnership, joint venture, trust or other person, this Agreement shall inure to the benefit of and be binding upon both the Indemnitee and such purchaser or successor person. Subject to the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party hereto.

(b) If the Indemnitee is deceased and is entitled to indemnification under any provision of this Agreement, the Company shall indemnify the Indemnitee's estate and the Indemnitee's spouse, heirs, executors, administrators and assigns against, and the Company shall, and does hereby agree to assume, any and all Expenses actually and reasonably incurred by or for the Indemnitee or the Indemnitee's estate, in connection with the investigation, defense, appeal or settlement of any Proceeding. Further, when requested in writing by the spouse of the Indemnitee, and/or the Indemnitee's heirs, executors, administrators and assigns, the Company shall provide appropriate evidence of the Company's agreement set out herein to indemnify the Indemnitee against and to itself assume such Expenses.

13. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

14. Severability. Each and every paragraph, sentence, term and provision of this Agreement is separate and distinct so that if any paragraph, sentence, term or provision thereof shall be held to be invalid, unlawful or unenforceable for any reason, such invalidity, unlawfulness or unenforceability shall not affect the validity, unlawfulness or enforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Agreement may be modified by a court of competent jurisdiction to preserve its validity and to provide the Indemnitee with the broadest possible indemnification permitted under applicable law. The Company's inability, pursuant to a court order or decision, to perform its obligations under this Agreement shall not constitute a breach of this Agreement.

15. Savings Clause. If this Agreement or any paragraph, sentence, term or provision hereof is invalidated on any ground by any court of competent jurisdiction, the Company shall nevertheless indemnify the Indemnitee as to any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are incurred with respect to any Proceeding to the fullest extent permitted by any (a) applicable paragraph, sentence, term or provision of this Agreement that has not been invalidated or (b) applicable law.

16. Interpretation; Governing Law. This Agreement shall be construed as a whole and in accordance with its fair meaning and any ambiguities shall not be construed for or against either party. Headings are for convenience only and shall not be used in construing meaning. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York.

17. Amendments. No amendment, waiver, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by the party against whom enforcement is sought. The indemnification rights afforded to the Indemnitee hereby are contract rights and may not be diminished, eliminated or otherwise affected by amendments to the Company's Articles, or by other agreements, including directors' and officers' liability insurance policies, of the Company.

18. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other.

19. Notices. Any notice required to be given under this Agreement shall be directed to the Chief Executive Officer of the Company at 15/F, Building C, Galaxy SOHO, Chaonei Street, Dongcheng District, Beijing 100000 The People's Republic of China, and to the Indemnitee at

_____ or to such other address as either shall designate to the other in writing.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement as of the date first written above.

INDEMNITEE

_____
Name:

SECOO HOLDING LIMITED

By: _____
Name:
Title:

Exhibit 10.4

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of _____, 2017 by and between Secoo Holding Limited, a company incorporated and existing under the laws of the Cayman Islands (the "Company") and _____, an individual (the "Executive"). The term "Company" as used herein with respect to all obligations of the Executive hereunder shall be deemed to include the Company and all of its direct or indirect subsidiaries and affiliates (collectively, the "Group").

RECITALS

A. The Company desires to employ the Executive and to assure itself of the services of the Executive during the term of Employment (as defined below).

B. The Executive desires to be employed by the Company during the term of Employment and under the terms and conditions of this Agreement.

AGREEMENT

The parties hereto agree as follows:

1. POSITION

The Executive hereby accepts a position of _____ (the "Employment") of the Company.

2. TERM

Subject to the terms and conditions of this Agreement, the initial term of the Employment shall be commencing on _____, 2017 (the "Effective Date"), until _____, 20 , unless terminated earlier pursuant to the terms of this Agreement. The Company and the Executive can determine to extend the Employment through mutual agreement.

3. PROBATION

There is no probation period for the Employment.

4. DUTIES AND RESPONSIBILITIES

The Executive's duties at the Company will include all jobs assigned by the Board of Directors of the Company (the "Board") or, if authorized by the Board, by the Company's Chief Executive Officer.

The Executive shall devote all of his/her working time, attention and skills to the performance of his/her duties at the Company and shall faithfully and diligently serve the Company in accordance with this Agreement and the guidelines, policies and procedures of the Company approved from time to time by the Board.

The Executive shall use his/her best efforts to perform his/her duties hereunder. The Executive shall not, without the prior written consent of the Board, become an employee or consultant of any entity other than the Company and/or any member of the Group, and shall not carry on or be

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interested in the business or entity that competes with that carried on by the Group (any such business or entity, a "Competitor"), provided that nothing in this clause shall preclude the Executive from holding any shares or other securities of any Competitor that is listed on any securities exchange or recognized securities market anywhere. The Executive shall notify the Company in writing of his/her interest in such shares or securities in a timely manner and with such details and particulars as the Company may reasonably require.

5. NO BREACH OF CONTRACT

The Executive hereby represents to the Company that: (i) the execution and delivery of this Agreement by the Executive and the performance by the Executive of the Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any other agreement or policy to which the Executive is a party or otherwise bound, except for agreements that are required to be entered into by and between the Executive and any member of the Group pursuant to applicable law of the jurisdiction where the Executive is based, if any; (ii) that the Executive has no information (including, without limitation, confidential information and trade secrets) relating to any other person or entity which would prevent, or be violated by, the Executive entering into this Agreement or carrying out his/her duties hereunder; and (iii) that the Executive is not bound by any confidentiality, trade secret or similar agreement with any other person or entity except for other member(s) of the Group, as the case may be.

6. LOCATION

The Executive will be based in Beijing, China until both parties hereto agree to change otherwise.

7. COMPENSATION AND BENEFITS

Unless set forth separately in Schedule A, Executive shall receive such compensation and benefits as described in this Section 7.

(a) Cash Compensation. The Executive's cash compensation (including salary and bonus) shall be determined by the Company and specified in a standalone agreement between the Executive and the Company's designated subsidiary or affiliated entity and such compensation is subject to annual review and adjustment by the Company, except in the case of the Chief Executive Officer of the Company, his

compensation shall be determined by the Board of Directors of the Company or the compensation committee thereof, subject to annual review and adjustment.

(b) Equity Incentives. The Executive will be eligible for participating in the Company's equity incentive plan(s) pursuant to the terms and conditions thereof as determined by the Board, and any award granted thereunder will be governed by an award agreement to be entered into separately between the Company and the Executive.

(c) Benefits. The Executive is eligible for participation in any standard employee benefit plan of the Company that currently exists or may be adopted by the Company in the future, including, but not limited to, any retirement plan, life insurance plan, health insurance plan and annual holiday plan.

8. TERMINATION OF THE AGREEMENT

(a) By the Company. The Company may terminate the Employment for cause, at any time, without advance notice or remuneration, if (1) the Executive is convicted or pleads guilty to a felony or to an act of fraud, misappropriation or embezzlement, (2) the Executive has been negligent or acted dishonestly to the detriment of the Company, (3) the Executive has engaged in actions amounting to misconduct or failed to perform his/her duties hereunder and such failure continues after the Executive is afforded a reasonable opportunity to cure such failure, (4) the Executive has died, or (5) the Executive has a disability which shall mean a physical or mental impairment which, as reasonably determined by the Board, renders the Executive unable to perform the essential functions of his/her employment with the Company, even with reasonable accommodation that does not impose an undue hardship on the Company, for more than 180 days in any 12-month period, unless a longer period is required by applicable law, in which case that longer period would apply. In addition, the Company may terminate the Employment without cause, at any time, upon three-month prior written notice to the Executive. Upon termination without cause, the Company shall provide severance payments to the Executive as expressly required by applicable law of the jurisdiction where the Executive is based.

(b) By the Executive. The Executive may resign from the Company at any time with a three-month prior written notice to the Company.

(c) Notice of Termination. Any termination of the Executive's employment under this Agreement shall be communicated by written notice of termination from the terminating party to the other party.

9. CONFIDENTIALITY AND NONDISCLOSURE

(a) Confidentiality and Non-disclosure. The Executive agrees at all times during and after the Employment, to hold in the strictest confidence, and not to use, or to disclose to any person, corporation or other entity without written consent of the Company, any Confidential Information, except as required in the performance of the Executive's duties in connection with the Employment or pursuant to applicable law. The Executive understands that "Confidential Information" means any proprietary or confidential information of the Company, its affiliates, or their respective clients, customers or partners, including, without limitation, technical data, trade secrets, research and development information, product plans, services, customer lists and customers, supplier lists and suppliers, software developments, inventions, processes, formulas, technology, designs, hardware configuration information, personnel information, marketing, finances, information about the suppliers, joint ventures, franchisees, distributors and other persons with whom the Company does business, information regarding the skills and compensation of other employees of the Company or other business information disclosed to the Executive by or obtained by the Executive from the Company, its affiliates, or their respective clients, customers or partners either directly or indirectly in

writing, orally or otherwise, if specifically indicated to be confidential or reasonably expected to be confidential. Notwithstanding the foregoing, Confidential Information shall not include information that is generally available and known to the public through no breaching the confidential obligations of this agreement by the Executive.

(b) Trade Secrets. During and after the Employment, the Executive shall hold the Trade Secrets (as defined below) in strict confidence; the Executive shall not disclose the Trade Secrets to anyone except other employees of the Company who have a need to know the Trade Secrets in connection with the Company's business. The Executive shall not use the Trade Secrets other than for his /her duties of the Company and for the benefits of the Company.

"Trade Secrets" means information deemed confidential by the Company, treated by the Company or which the Executive knows or ought reasonably to have known to be confidential, and trade secrets, including without limitation designs, processes, pricing policies, methods, inventions, conceptions, technology, technical data, financial information, corporate structure and know-how, relating to the business and affairs of the Company and its subsidiaries, affiliates and business associates, whether embodied in memoranda, manuals, letters or other documents, computer disks, tapes or other information storage devices, hardware, or other media or vehicles. Trade Secrets do not include information generally known or released to public domain through no breaching the confidential obligations of this agreement by the Executive.

(c) Company Property. The Executive understands that all documents (including computer records, facsimile and e-mail) and materials created, received or transmitted in connection with his or her work or using the facilities of the Company are property of the Company and subject to inspection by the Company, at any time. Upon termination of the Employment (or at any other time when requested by the Company), the Executive will promptly deliver to the Company all documents and materials of any nature pertaining to his work with the Company and will provide written certification of his or her compliance with this Agreement. Under no circumstances will the Executive have, following his or her termination, in his or her possession any property of the Company, or any documents or materials or copies thereof containing any Confidential Information.

(c) Former Employer Information. The Executive represents and agrees that, during the term of his/her employment with the Company, he/she has not improperly used or disclosed, and will not improperly use or disclose, any proprietary information or trade secrets of any former employer or other person or entity with which the Executive has an agreement to keep in confidence information acquired by the Executive, if any. The Executive will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation of the foregoing.

(d) Third Party Information. The Executive recognizes that the Company may have received, and in the future may receive, from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Executive agrees that the Executive owes the Company and such third parties, during the Executive's employment by the Company and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or

firm and to use it in a manner consistent with, and for the limited purposes permitted by, the Company's agreement with such third party.

This Section 9 shall survive the termination of this Agreement for any reason. In the event the Executive breaches this Section 9, the Company shall have right to seek remedies permissible under applicable law.

10. INVENTIONS

(a) Inventions Retained and Licensed. The Executive has attached hereto, as Schedule B, a list describing all inventions, ideas, improvements, designs and discoveries, whether or not patentable and whether or not reduced to practice, original works of authorship and trade secrets made or conceived by or belonging to the Executive (whether made solely by the Executive or jointly with others) that (i) were developed by the Executive prior to the Executive's employment by the Company (collectively, "Prior Inventions"), (ii) relate to the Company' actual or proposed business, products or research and development, and (iii) are not assigned to the Company hereunder; or, if no such list is attached, the Executive represents that there are no such Prior Inventions. Except to the extent set forth in Schedule B, the Executive hereby acknowledges that, if in the course of his/her service for the Company, the Executive incorporates into a Company product, process or machine a Prior Invention owned by the Executive or in which he/she has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide right and license (which may be freely transferred by the Company to any other person or entity) to make, have made, modify, use, sell, sublicense and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) Disclosure and Assignment of Inventions. The Executive understands that the Company engages in research and development and other activities in connection with its business and that, as an essential part of the Employment, the Executive is expected to make new contributions to and create inventions of value for the Company.

From and after the Effective Date, the Executive shall disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets (collectively, the "Inventions"), which the Executive may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of the Executive's Employment at the Company. The Executive acknowledges that copyrightable works prepared by the Executive within the scope of and during the period of the Executive's Employment with the Company are "works for hire" and that the Company will be considered the author thereof. The Executive agrees that all the Inventions shall be the sole and exclusive property of the Company and the Executive hereby assigns all his/her right, title and interest in and to any and all of the Inventions to the Company or its successor in interest without further consideration.

(c) Patent and Copyright Registration. The Executive agrees to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights, and other legal protection for the Inventions. The Executive will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other

legal protections. The Executive's obligations under this paragraph will continue beyond the termination of the Employment with the Company, provided that the Company will reasonably compensate the Executive after such termination for time or expenses actually spent by the Executive at the Company's request on such assistance.

(d) Return of Confidential Materials. In the event of the Executive's termination of employment with the Company for any reason whatsoever, the Executive agrees promptly to surrender and deliver to the Company all records, materials, equipment, drawings, documents and data of any nature pertaining to any confidential information or to his/her employment, and the Executive will not retain or take with him/her any tangible materials or electronically stored data, containing or pertaining to any confidential information that the Executive may produce, acquire or obtain access to during the course of his/her employment.

This Section 10 shall survive the termination of this Agreement for any reason. In the event the Executive breaches this Section 10, the Company shall have right to seek remedies permissible under applicable law.

11. NON-COMPETITION AND NON-SOLICITATION

In consideration of the Employment, the Executive agrees that during the term of the Employment and for a period of _____ year(s) following the termination of the Employment for whatever reason:

(a) The Executive will not approach suppliers, clients, customers or contacts of the Company or other persons or entities introduced to the Executive in the Executive's capacity as a representative of the Company for the purposes of doing business with such persons or entities which will harm the business relationship between the Company and such persons and/or entities;

(b) unless expressly consented to by the Company, the Executive will not assume employment with or provide services as a director or otherwise for any Competitor, or engage, whether as principal, partner, licensor or otherwise, any Competitor; and

(c) unless expressly consented to by the Company, the Executive will not seek directly or indirectly, by the offer of alternative employment or other inducement whatsoever, to solicit the services of any employee of the Company employed as at or after the date of such termination, or in the year preceding such termination.

In consideration of the foregoing, the Company shall pay, through its designated subsidiary or affiliated entity, compensation to the Executive in an aggregate amount equal to _____% of the Executive's annual base salary for the last year prior to the termination of the Employment, in _____ equal installments on a monthly basis after the termination of the Employment.

The provisions contained in this Section 11 are considered reasonable by the Executive and the Company. In the event that any such provisions should be found to be void under applicable laws but would be valid if some part thereof was deleted or the period or area of application reduced, such provisions shall apply with such modification as may be necessary to make them valid and effective.

This Section 11 shall survive the termination of this Agreement for any reason. In the event the Executive breaches this Section 11, the Executive acknowledges that there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate). In any event, the Company shall have right to seek all remedies permissible under applicable law.

12. WITHHOLDING TAXES

Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such national, provincial, local or any other income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation.

13. ASSIGNMENT

This Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided, however, that (i) the Company may assign or transfer this Agreement or any rights or obligations hereunder to any member of the Group without such consent, and (ii) in the event of a merger, consolidation, or transfer or sale of all or substantially all of the assets of the Company with or to any other individual or entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of the Company hereunder.

14. SEVERABILITY

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Executive and the Company regarding the terms of the Employment and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The Executive acknowledges that he/she has not entered into this Agreement in reliance upon any representation, warranty or undertaking which is not set forth in this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of the Cayman Islands.

17. AMENDMENT

This Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to this Agreement, which agreement is executed by both of the parties hereto.

18. WAIVER

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

19. NOTICES

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made if (i) delivered by hand, (ii) otherwise delivered against receipt therefor, or (iii) sent by a recognized courier with next-day or second-day delivery to the last known address of the other party.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

21. NO INTERPRETATION AGAINST DRAFTER

Each party recognizes that this Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

[Remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

Secoo Holding Limited

By: _____
Name:
Title:

Executive

Signature: _____
Name:

Schedule A

Terms of Compensation and Benefits

Schedule B

List of Prior Inventions

Title	Date	Identifying Number or Brief Description

_____ No inventions or improvements

_____ Additional Sheets Attached

Signature of Executive: _____

Print Name of Executive: _____

Date: _____

Exhibit 10.5

Share Pledge Agreement

This Share Pledge Agreement (this "**Agreement**") has been executed by and among the following Parties on this **8th** day of **May**, 2017:

Party A: **Kutianxia (Beijing) Information Technology Ltd.** (hereinafter "**Pledgee**")
Address: Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing

Party B: Rixue Li, ID number: 362201197406073879
Zhaohui Huang, ID Number:362201197407310629
(hereinafter "Pledgors")

Party C: **Beijing Secoo Trading Limited**
Address: Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing

In this Agreement, each of Pledgee, Pledgors and Party C shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

Whereas,

1. Pledgors are the citizen of the People's Republic of China ("**China**"), and hold 100% of the equity interest in Party C. Party C is a limited liability company registered in Beijing, China. Party C carries out the following business: trading of apparels, shoes, hats, accessories, daily necessities, furniture, communication devices, home appliances, electrical hardwares, crafts (excluding antiques), sports goods. Party C acknowledges the respective rights and obligations of Pledgors and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge;

2. Pledgee is a wholly foreign owned enterprise registered in Beijing, China. Pledgee and Party C have executed an Exclusive Business Cooperation Agreement on the **8th** day of **May**, 2017;

3. To ensure that Pledgee collects all payments payable by Party C, including without limitation to the consulting and service fees, Pledgors hereby pledge all of the equity interests they hold in Party C as security for Party C's payment of the consulting and service fees under the Exclusive Business Cooperation Agreement.

To perform the provisions of the Business Cooperation Agreement, the Parties have mutually agreed to execute this Agreement upon the following terms.

1. Definitions

Unless otherwise provided herein, the terms below shall have the following meanings:

1.1 "**Pledge**" shall refer to the security interest granted by Pledgors to Pledgee pursuant to Article 2 of this Agreement, i.e., the right of Pledgee to be compensated on a preferential basis with the transfer, auction or sales proceeds of the Equity Interest.

1.2 "**Equity Interest**" shall refer to all of the 100% equity interest lawfully now held by Pledgors in Party C, 10% of which are held by Zhaohui Huang, 90% of which are held by Rixue Li.

1.3 "**Term of Pledge"** shall refer to the term set forth in Section 3 of this Agreement.

1.4 "**Business Cooperation Agreement**" shall refer to the Exclusive Business Cooperation Agreement executed by and between Pledgee and Party C on May 24, 2011.

1.5 "**Event of Default**" shall refer to any of the circumstances set forth in Article 7 of this Agreement.

1.6 "**Notice of Default**" shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.

2. The Pledge

As collateral security for the prompt and complete payment and performance of any or all the payments payable by Party C, including without limitation the consulting and services fees payable to the Pledgee under the Business Cooperation Agreement, when they become due (whether at the specified date of maturity, by prepayment or otherwise), Pledgors hereby pledge to Pledgee the Equity Interest of Party C held by Pledgor.

3. Term of Pledge

3.1 The Pledge shall become effective as of the date when the pledge of the Equity Interest is registered with the local administration of industry and commerce (the "**Registration Authority**"). The Parties agree that, as of the date of this Agreement, Pledgors and Party A shall submit their application for pledge registration to the Registration Authority in accordance with *the Measures on Share Pledge Registration with the Administration of Industry and Commerce*. The Parties also agree that within twenty (20) business days as of the Registration Authority officially commences the acceptance of equity pledge application, Pledgors and Party C shall complete the pledge registration procedure, obtain the pledge registration notice and completely and accurately register the Pledge of Equity Interest on the Pledge Registration Book of the Registration Authority.

3.2 The Term of Pledge is 10 years, and such Term shall be extended to the same as the term of the Business Cooperation Agreement, which are secured by this Pledge, has been extended. During the Term of Pledge, in the event Party C

fails to pay the exclusive consulting or service fees in accordance with the Business Cooperation Agreement, Pledgee shall have the right, but not the obligation, to dispose of the Pledge in accordance with the provisions of this Agreement.

4. Custody of Records for Equity Interest

4.1 During the Term of Pledge set forth in this Agreement, Pledgors shall deliver to Pledgee's custody the capital contribution certificate for the Equity Interest and the shareholders' register containing the Pledge within one week from the execution of this Agreement. Pledgee shall have custody of such items during the entire Term of Pledge set forth in this Agreement.

4.2 Pledgee shall have the right to collect dividends generated by the Equity Interest during the Term of Pledge.

5. Representations and Warranties of Pledgors

5.1 Pledgors are the sole legal and beneficial owner of the Equity Interest.

5.2 Except for the Pledge, Pledgors have not placed any security interest or other encumbrance on the Equity Interest.

6. Covenants and Further Agreements of Pledgors

6.1 Pledgors hereby covenant to the Pledgee, that during the term of this Agreement, Pledgors shall:

6.1.1 not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance that may affect the Pledgee's rights and interests in the Equity Interest, without the prior written consent of Pledgee, except for the performance of the Exclusive Option Agreement executed by Pledgors, Pledgee and Party C on May 24, 2011;

6.1.2 promptly notify Pledgee of any event or notice received by Pledgors that may have an impact on Pledgee's rights to the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement.

6.2 Pledgors agree that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgors or any heirs or representatives of Pledgors or any other persons through any legal proceedings.

6.3 Pledgors hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Pledgors shall indemnify Pledgee

for all losses resulting therefrom.

7. Event of Breach

7.1 Any of the following circumstances shall be deemed an Event of Default:

7.1.1 Party C fails to pay in full any of the consulting and service fees payable under the Business Cooperation Agreement or breaches any other obligations of Party C thereunder;

7.1.2 Any representation or warranty by Pledgor in Article 5 of this Agreement contains material misrepresentations or errors, and/or Pledgors violate any of the warranties in Article 5 of this Agreement;

7.1.3 Pledgor and Party C fail to complete the registration of the Pledge with Registration Authority in accordance with Article 3.1;

7.1.4 Pledgor and Party C breach any provisions of this Agreement;

7.1.5 Except as expressly stipulated in Section 6.1.1, Pledgors transfer or purport to transfer or abandons the Equity Interest pledged or assigns the Equity Interest pledged without the written consent of Pledgee;

7.1.6 Any of Pledgors' own loans, guarantees, indemnifications, promises or other debt liabilities to any third party or parties (i) become subject to a demand of early repayment or performance due to default on the part of Pledgors; or (ii) become due but can not be repaid or performed in a timely manner;

7.1.7 Any approval, license, permit or authorization of government authorities that makes this Agreement enforceable, legal and effective is withdrawn, terminated, invalidated or substantively changed;

7.1.8 The promulgation of applicable laws renders this Agreement illegal or renders it impossible for Pledgors to continue to perform their obligations under this Agreement;

7.1.9 Adverse changes in properties owned by Pledgors, which lead Pledgee to believe that that Pledgors' ability to perform its obligations under this Agreement has been affected;

7.1.10 The successor or custodian of Party C is capable of only partially performing or refuses to perform the payment obligations under the Business Cooperation Agreement; and

7.1.11 Any other circumstances occur where Pledgee is or may become unable to exercise its right with respect to the Pledge.

7.2 Upon notice or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1,

Pledgors shall immediately notify Pledgee in writing accordingly.

7.3 Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction, Pledgee may issue a Notice of Default to Pledgors in writing upon the occurrence of the Event of Default or at any time thereafter and demand that Pledgors immediately pay all outstanding payments due under the Business Cooperation Agreement, and/or dispose of the Pledge in accordance with the provisions of Article 8 of this Agreement.

8. Exercise of Pledge

8.1 Prior to the full payment of the consulting and service fees described in the Business Cooperation Agreement, without the Pledgee's written consent, Pledgors shall not assign the Pledge or the Equity Interest in Party C.

8.2 Pledgee may issue a Notice of Default to Pledgors when exercising the Pledge.

8.3 Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge concurrently with the issuance of the Notice of Default in accordance with Section 7.2 or at any time after the issuance of the Notice of Default.

8.4 Pledgee is entitled to be compensated on a preferential basis with the transfer, auction or sales proceeds of the Equity Interest pledged hereunder, until the day all outstanding payments due under the Business Cooperation Agreement and all other payments payable to Pledgee is fully repaid.

8.5 When Pledgee disposes of the Pledge in accordance with this Agreement, Pledgors and Party C shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

9. Assignment

9.1 Without Pledgee's prior written consent, Pledgors shall not have the right to assign or delegate its rights and obligations under this Agreement.

9.2 This Agreement shall be binding on Pledgors and its successors and permitted assigns, and shall be valid with respect to Pledgee and each of its successors and assigns.

9.3 At any time, Pledgee may assign any and all of its rights and obligations under the Business Cooperation Agreement to its designee(s) (being (a) natural/legal person(s)), in which case the assigns shall have the rights and obligations of Pledgee under this Agreement, as if it were the original party to this Agreement. When the Pledgee assigns the rights and obligations under the Business Cooperation Agreement, upon Pledgee's request, Pledgors shall execute relevant agreements or other documents relating to such assignment.

9.4 In the event of a change in Pledgee due to an assignment, Pledgors shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on

the same terms and conditions as this Agreement.

9.5 Pledgor shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Exclusive Option Agreement and the Power of Attorney Agreement granted to Pledgee, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgors except in accordance with the written instructions of Pledgee.

10. Termination

Upon the full payment of the consulting and service fees under the Business Cooperation Agreement and upon termination of Party C's obligations under the Business Cooperation Agreement, this Agreement shall be terminated, and Pledgee shall then terminate this Agreement as soon as reasonably practicable.

11. Handling Fees and Other Expenses

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by Party C. If Applicable Laws requires that Pledgee should bear some related taxes and fees, Pledgors shall cause Party C to fully repay Pledgee the paid taxes and fees.

12. Confidentiality

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without the written consent of other Parties, it shall not disclose any relevant information to any third parties, except under the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties provided in this section. Disclosure of any confidential information by the staff or agencies hired by any Party shall be deemed to be disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

13. Governing Law and Resolution of Disputes

13.1 The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and

publicly available laws of China shall be governed by international legal principles and practices.

13.2 In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall first negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be held in Beijing, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

13.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

14. Notices

14.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered by hand or sent by prepaid registered mail, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

14.1.1 In the case of notices given by personal delivery, by courier service or by prepaid registered mail, notice shall be deemed to have been effectively given on the date of delivery or refusal to accept delivery at the address specified for notices.

14.1.2 In the case notices given by facsimile transmission, notice shall be deemed to have been effectively given on the date of such successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:
Address: Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing
Attn: Rixue Li

Party B:
Address: Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing

Party C:
Address: Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing
Attn: Rixue Li

14.3 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

15. Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or prejudiced in any respect. The Parties shall negotiate in good faith to try to replace such invalid, illegal or unenforceable provisions with effective provisions to the maximum extent permitted by law and reflecting the intentions of the Parties, provided that the economic effect of such effective provisions is as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

16. Attachments

The attachments set forth herein shall be an integral part of this Agreement.

17. Effectiveness

17.1 This Agreement shall become effective upon the date hereof. Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective upon completion of the governmental registration procedures (if applicable) after the affixation of the signatures or seals of the Parties.

17.2 This Agreement is written in Chinese in four copies. Pledgors, Pledgee and Party C shall hold one copy respectively. Each copy of this Agreement shall have equal validity.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Share Pledge Agreement as of the date first above written.

Party A: Kutianxia (Beijing) Information Technology Ltd.
(Company Seal)

By: /s/ Rixue Li
Name: **Rixue Li**
Title: **Legal Representative**

Party B:

Rixue Li

By: /s/ Rixue Li
Name: Rixue Li

Zhaohui Huang

By: /s/ Zhaohui Huang
Name: Zhaohui Huang

Party C: Beijing Secoo Trading Limited
(Company Seal)

By: /s/ Rixue Li
Name: **Rixue Li**
Title: **Legal Representative**

Attachments:

1. Capital Contribution Certificate

2 Shareholders' register of Beijing Secoo Trading Limited

Attachment 1

Capital Contribution Certificate

It is hereby certified that Rixue Li (ID Card No.: 362201197406073879) has contributed Renminbi 1,800,000 to hold 90% of the equity interest of Beijing Secoo Trading Limited, and such 90% equity interest has been pledged to Kutianxia (Beijing) Information Technology Ltd..

Company: Beijing Secoo Trading Limited
(Company Seal)

By: /s/ Rixue Li

Name: Rixue Li
Title: Legal Representative
Date: May 8, 2017

Attachment 1

Capital Contribution Certificate

It is hereby certified that Zhaohui Huang (ID Card No.: 362201197407310629) has contributed Renminbi 200,000 to hold 10% of the equity interest of Beijing Secoo Trading Limited, and such 10% equity interest has been pledged to Kutianxia (Beijing) Information Technology Ltd..

Company: Beijing Secoo Trading Limited
(Company Seal)

By: /s/ Rixue Li
Name: Rixue Li
Title: Legal Representative
Date: May 8, 2017

Attachment 2

Shareholders' Register of Beijing Secoo Trading Limited

Name of Shareholder	ID Card No.	Capital Contribution		Percentage of Contribution	Share Pledge
Rixue Li	362201197406073879	RMB	1,800,000	90%	90% equity interests held by Rixue Li are pledged in favor of Kutianxia (Beijing) Information Technology Ltd..
Zhaohui Huang	362201197407310629	RMB	200,000	10%	10% equity interests held by Zhaohui Huang are pledged in favor of Kutianxia (Beijing) Information Technology Ltd..

Company: Beijing Secoo Trading Limited
(Company Seal)

By: /s/ Rixue Li
Name: Rixue Li
Title: Legal Representative

Shareholder: Rixue Li

By: /s/ Rixue Li

Shareholder: Zhaohui Huang

By: /s/ Zhaohui Huang

Date: May 8, 2017

Exclusive Option Agreement

This Exclusive Option Agreement (this "**Agreement**") is executed by and among the following Parties as of the **24th** day of **May**, 2011 in Beijing, China:

Party A: **Kutianxia (Beijing) Information Technology Ltd.**, a limited liability company incorporated and existing under the laws of China, with its address at Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing;

Party B: Rixue Li, a citizen of the People's Republic of China ("**China**") with Identification Card No.: **362201197406073879**; and

Party C: **Beijing Secoo Trading Limited**, a limited liability company incorporated and existing under the laws of China, with its address at Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing.

In this Agreement, each of Party A, Party B and Party C shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

Whereas:

Party B holds 90% of the equity interests in Party C;

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. Sale and Purchase of Equity Interest

1.1 Option Granted

Party B hereby irrevocably grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "**Designee**") to purchase the equity interests in Party C then held by Party B once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "**Equity Interest Purchase Option**"). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests held by Party B in Party C. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term "person" as used in this Section and this Agreement shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

1.2 Steps for Exercise of Equity Interest Purchase Option

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "**Equity Interest Purchase Notice**"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "**Optioned Interests**"); and (c) the date for purchasing the Optioned Interests and/or the date for transfer of the Optioned Interests.

1.3 Equity Interest Purchase Price

Unless an appraisal is required by the laws or regulations of China applicable to the Equity Interest Purchase Option when exercised by Party A, the purchase price of the Optioned Interests (the "**Equity Interest Purchase Price**") shall be the minimum price permitted by law.

1.4 Transfer of Optioned Interests

For each exercise of the Equity Interest Purchase Option:

1.4.1 Party B shall cause Party C to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 Party B shall execute a share transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable) (the "**Transfer Contract**"), in accordance with the provisions of this Agreement and the Equity Interest Purchase Notice regarding the Optioned Interests;

1.4.3 The relevant Parties shall execute all other necessary contracts, agreements or documents, obtain all necessary government licenses and permits and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and Party B's Share Pledge Agreement. "**Party B's Share Pledge Agreement**" as used in this Section and this Agreement shall refer to the Share Pledge Agreement ("**Share Pledge Agreement**") executed by and among Party B, Party C and Party A as of the date hereof, whereby Party B pledges all of its equity interests in Party C to Party A, in order to guarantee Party C's performance of its obligations under the

Exclusive Business Cooperation Agreement executed by and between Party C and Party A.

2. Covenants

2.1 Covenants regarding Party C

Party B (as the shareholders of Party C) and Party C hereby covenant as follows:

2.1.1 Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in any other manners;

2.1.2 They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs;

2.1.3 Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or in any other manner dispose of the legal or beneficial interest in any assets, business or revenues of Party C, or allow the encumbrance thereon of any security interest;

2.1.4 Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans, and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

2.1.5 They shall always operate all of Party C's businesses during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

2.1.6 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business (for purpose of this subsection, a contract with a value exceeding RMB100,000 shall be deemed a major contract);

2.1.7 Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit;

2.1.8 They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;

2.1.9 If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;

2.1.10 Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person;

2.1.11 Without the prior written consent of Party A, they shall not liquidate, dissolve or deregister Party C.

2.1.12 They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue;

2.1.13 To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

2.1.14 Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders; and

2.1.15 At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C.

2.2 Covenants of Party B

Party B hereby covenants as follows:

2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or in any other manner dispose of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;

2.2.2 Party B shall cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;

2.2.3 Party B shall cause the shareholders' meeting or the board of directors of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person, without the prior written consent of Party A;

2.2.4 Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in Party C held by Party B;

2.2.5 Party B shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;

2.2.6 To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

2.2.7 Party B shall appoint any designee of Party A as director of Party C, at the request of Party A;

2.2.8 At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in Party C to Party A and/or the Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and Party B hereby waives its right of first refusal on the transfer of equity interest by the other existing shareholder of Party C (if any); and

2.2.9 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under the Share Pledge Agreement among the same parties hereto or under the Power of Attorney Agreement where Party A is designated as a beneficiary, Party B shall not exercise such rights except in accordance with the written instructions of Party A.

3. Representations and Warranties

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

3.1 They have the authority to execute and deliver this Agreement and any Transfer Contracts, and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which each of them is a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

3.2 The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

3.3 Party B has a good and merchantable title to the equity interests in Party C he holds. Except for Party B's Share Pledge Agreement, Party B has not placed any security interest on such equity interests;

3.4 Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

3.5 Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business, and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

3.6 There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

4. Effective Date

This Agreement shall become effective upon the date hereof, and remain effective for a term of 10 years, and may be renewed at Party A's election.

5. Governing Law and Resolution of Disputes

5.1 Governing law

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available

laws of China shall be governed by international legal principles and practices.

5.2 Methods of Resolution of Disputes

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be held in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

6. Taxes and Fees

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

7. Notices

7.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered by hand or sent by prepaid registered mail, or by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 In the case of notices given by personal delivery, by courier service or by prepaid registered mail, notice shall be deemed to have been effectively given on the date of delivery or refusal to accept delivery at the address specified for notices.

7.1.2 In the case of notices given by facsimile transmission, notice shall be deemed to have been effectively given on the date of such successful transmission (as evidenced by an automatically generated confirmation of transmission).

7.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:
Address: Room 2407, Bld 31, No.25 Yuetan North Street, Xicheng District, Beijing
Attn: Rixue Li

Party B:
Address: Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing

Party C:
Address: Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing
Attn: Rixue Li

7.3 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

8. Confidentiality

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except under the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties provided in this Section. Disclosure of any confidential information by the staff or agency hired by any Party shall be deemed to be disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

9. Further Warranties

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

10. Miscellaneous

10.1 Amendment, change and supplement

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

10.2 Entire agreement

Except for the amendments, supplements or changes in writing made after the execution of this Agreement, this Agreement shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof, and shall supercede all prior consultations, representations and contracts between the Parties with respect to the subject matter of this Agreement, whether oral or written.

10.3 Headings

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

10.4 Language

This Agreement is written in Chinese in three copies, each Party having one copy with equal legal validity.

10.5 Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or prejudiced in any respect. The Parties shall negotiate in good faith to try to replace such invalid, illegal or unenforceable provisions with effective provisions to the maximum extent permitted by law and reflecting the intentions of the Parties, provided that the economic effect of such effective provisions is as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

10.6 Successors

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

10.7 Survival

10.7.1 Any obligations that occur or that are due as a result of this Agreement prior to the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

10.7.2 The provisions of Sections 5, 7, 8 and this Section 10.7 shall survive the termination of this Agreement.

10.8 Waivers

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall be exucted by the Parties. No waiver given by any Party under certain circumstances with respect to a breach by other Parties shall operate as a waiver by such Party with respect to any similar breach under other circumstances.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

Party A: Kutianxia (Beijing) Information Technology Ltd.
(Company Seal)

By: /s/ Rixue Li
Name: **Rixue Li**
Title: **Legal Representative**

Party B: Rixue Li

By: /s/ Rixue Li

Party C: Beijing Secoo Trading Limited
(Company Seal)

By: /s/ Rixue Li
Name: **Rixue Li**
Title: **Legal Representative**

Exclusive Option Agreement

This Exclusive Option Agreement (this "**Agreement**") is executed by and among the following Parties as of the **24th** day of **May**, 2011 in Beijing, China:

Party A: **Kutianxia (Beijing) Information Technology Ltd.**, a limited liability company incorporated and existing under the laws of China, with its address at Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing;

Party B: Zhaohui Huang, a citizen of the People's Republic of China ("**China**") with Identification Card No.: **362201197407310629**; and

Party C: **Beijing Secoo Trading Limited**, a limited liability company incorporated and existing under the laws of China, with its address at Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing.

In this Agreement, each of Party A, Party B and Party C shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

Whereas:

Party B holds 10% of the equity interests in Party C;

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. Sale and Purchase of Equity Interest

1.1 Option Granted

Party B hereby irrevocably grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "**Designee**") to purchase the equity interests in Party C then held by Party B once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "**Equity Interest Purchase Option**"). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests held by Party B in Party C. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term "person" as used in this Section and this Agreement shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

1.2 Steps for Exercise of Equity Interest Purchase Option

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "**Equity Interest Purchase Notice**"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "**Optioned Interests**"); and (c) the date for purchasing the Optioned Interests and/or the date for transfer of the Optioned Interests.

1.3 Equity Interest Purchase Price

Unless an appraisal is required by the laws or regulations of China applicable to the Equity Interest Purchase Option when exercised by Party A, the purchase price of the Optioned Interests (the "**Equity Interest Purchase Price**") shall be the minimum price permitted by law.

1.4 Transfer of Optioned Interests

For each exercise of the Equity Interest Purchase Option:

1.4.1 Party B shall cause Party C to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 Party B shall execute a share transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable) (the "**Transfer Contract**"), in accordance with the provisions of this Agreement and the Equity Interest Purchase Notice regarding the Optioned Interests;

1.4.3 The relevant Parties shall execute all other necessary contracts, agreements or documents, obtain all necessary government licenses and permits and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and Party B's Share Pledge Agreement. "**Party B's Share Pledge Agreement**" as used in this Section and this Agreement shall refer to the Share Pledge Agreement ("**Share Pledge Agreement**") executed by and among Party B, Party C and Party A as of the date hereof, whereby Party B pledges all of its equity interests in Party C to Party A, in order to guarantee Party C's performance of its obligations under the

Exclusive Business Cooperation Agreement executed by and between Party C and Party A.

2. Covenants

2.1 Covenants regarding Party C

Party B (as the shareholders of Party C) and Party C hereby covenant as follows:

2.1.1 Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in any other manners;

2.1.2 They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs;

2.1.3 Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or in any other manner dispose of the legal or beneficial interest in any assets, business or revenues of Party C, or allow the encumbrance thereon of any security interest;

2.1.4 Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans, and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

2.1.5 They shall always operate all of Party C's businesses during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

2.1.6 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business (for purpose of this subsection, a contract with a value exceeding RMB100,000 shall be deemed a major contract);

2.1.7 Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit;

2.1.8 They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;

2.1.9 If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;

2.1.10 Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person;

2.1.11 Without the prior written consent of Party A, they shall not liquidate, dissolve or deregister Party C.

2.1.12 They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue;

2.1.13 To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

2.1.14 Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders; and

2.1.15 At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C.

2.2 Covenants of Party B

Party B hereby covenants as follows:

2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or in any other manner dispose of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;

2.2.2 Party B shall cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;

2.2.3 Party B shall cause the shareholders' meeting or the board of directors of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person, without the prior written consent of Party A;

2.2.4 Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in Party C held by Party B;

2.2.5 Party B shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;

2.2.6 To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

2.2.7 Party B shall appoint any designee of Party A as director of Party C, at the request of Party A;

2.2.8 At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in Party C to Party A and/or the Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and Party B hereby waives its right of first refusal on the transfer of equity interest by the other existing shareholder of Party C (if any); and

2.2.9 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under the Share Pledge Agreement among the same parties hereto or under the Power of Attorney Agreement where Party A is designated as a beneficiary, Party B shall not exercise such rights except in accordance with the written instructions of Party A.

3. Representations and Warranties

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

3.1 They have the authority to execute and deliver this Agreement and any Transfer Contracts, and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which each of them is a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

3.2 The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

3.3 Party B has a good and merchantable title to the equity interests in Party C he holds. Except for Party B's Share Pledge Agreement, Party B has not placed any security interest on such equity interests;

3.4 Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

3.5 Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business, and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

3.6 There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

4. Effective Date

This Agreement shall become effective upon the date of execution, and remain effective for a term of 10 years, and may be renewed at Party A's election.

5. Governing Law and Resolution of Disputes

5.1 Governing law

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available

laws of China shall be governed by international legal principles and practices.

5.2 Methods of Resolution of Disputes

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be held in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

6. Taxes and Fees

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

7. Notices

7.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered by hand or sent by prepaid registered mail, or by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 In the case of notices given by personal delivery, by courier service or by prepaid registered mail, notice shall be deemed to have been effectively given on the date of delivery or refusal to accept delivery at the address specified for notices.

7.1.2 In the case of notices given by facsimile transmission, notice shall be have been deemed effectively given on the date of such successful transmission (as evidenced by an automatically generated confirmation of transmission).

7.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:
Address: Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing
Attn: Rixue Li

Party B:
Address: Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing

Party C:
Address: Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing
Attn: Rixue Li

7.3 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

8. Confidentiality

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except under the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties provided in this Section. Disclosure of any confidential information by the staff or agency hired by any Party shall be deemed to be disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

9. Further Warranties

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

10. Miscellaneous

10.1 Amendment, change and supplement

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

10.2 Entire agreement

Except for the amendments, supplements or changes in writing made after the execution of this Agreement, this Agreement shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof, and shall supercede all prior consultations, representations and contracts between the Parties with respect to the subject matter of this Agreement, whether oral or written.

10.3 Headings

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

10.4 Language

This Agreement is written in Chinese in three copies, each Party having one copy with equal legal validity.

10.5 Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or prejudiced in any respect. The Parties shall negotiate in good faith to try to replace such invalid, illegal or unenforceable provisions with effective provisions to the maximum extent permitted by law and reflecting the intentions of the Parties, provided that the economic effect of such effective provisions is as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

10.6 Successors

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

10.7 Survival

10.7.1 Any obligations that occur or that are due as a result of this Agreement prior to the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

10.7.2 The provisions of Sections 5, 7, 8 and this Section 10.7 shall survive the termination of this Agreement.

10.8 Waivers

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall be executed by the Parties. No waiver given by any Party under certain circumstances with respect to a breach by other Parties shall operate as a waiver by such Party with respect to any similar breach under other circumstances.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

Party A: Kutianxia (Beijing) Information Technology Ltd.
(Company Seal)

By: /s/ Rixue Li
Name: **Rixue Li**
Title: **Legal Representative**

Party B: Zhaohui Huang

By: /s/ Zhaohui Huang
Name: Zhaohui Huang

Party C: Beijing Secoo Trading Limited
(Company Seal)

By: /s/ Rixue Li

Name: **Rixue Li**
Title: **Legal Representative**

Exhibit 10.7

Power of Attorney Agreement

This Power of Attorney Agreement (this "**Agreement**") is executed by and between the following Parties as of the **24th** day of **May**, 2011 in Beijing, China :

Party A: **Kutianxia (Beijing) Information Technology Ltd.**, a limited liability company incorporated and existing under the laws of China, with its address at Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing; and

Party B: Zhaohui Huang, a citizen of the People's Republic of China ("**China**") with Identification Card No.: **362201197407310629**.

In this Agreement, each of Party A and Party B shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

Whereas:

Party B holds 10% of the equity interests in **Beijing Secoo Trading Limited** ("**Beijing Secoo**") ("**Party B's Shareholding**").

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

Party B hereby irrevocably authorizes Party A to exercise the following rights relating to Party B's Shareholding during the term of this Agreement:

Party A is hereby authorized to act on behalf of Party B as the exclusive agent and attorney of Party B with respect to all matters concerning Party B's Shareholding, including without limitation to: 1) attend shareholders' meetings of Beijing Secoo; 2) exercise all the shareholder's rights and shareholder's voting rights Party B is entitled to under the laws of China and Articles of Association of Beijing Secoo, including but not limited to the sale, transfer, pledge or disposition of Party B's Shareholding in part or in whole; and 3) designate and appoint on behalf of Party B the legal representative (chairperson), the director, supervisor, the chief executive officer and other senior management members of Beijing Secoo.

Without limiting the generality of the powers granted hereunder, Party A shall have the power and authority under this Agreement to execute the Transfer Contracts stipulated in Exclusive Option Agreement, to which Party B is required to be a party, on behalf of Party B, and to fulfill the terms of the Share Pledge Agreement and Exclusive Option Agreement, both dated the date hereof, to which Party B is a party.

All the actions associated with Party B's Shareholding conducted by Party A shall be deemed as Party B's own actions, and all the documents related to Party B's Shareholding executed by Party A shall be deemed to be executed by Party B himself/herself. Party B hereby acknowledges and ratifies those actions and/or documents by Party A.

Party A is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to Party B or obtaining consent of Party B.

Party B is entitled to enter into this Agreement and made the authorization hereunder which shall be irrevocable and continuously valid from the date of execution of this Agreement, so long as Party B is a shareholder of Beijing Secoo.

During the term of this Agreement, Party B hereby waives all the rights associated with Party B's Shareholding, which have been authorized to Party A through this Agreement, and shall not exercise such rights by himself/herself.

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be held in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

This Agreement is written in Chinese in two copies, each Party having one copy with equal legal validity.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Power of Attorney Agreement as of the date first above written.

Party A: **Kutianxia (Beijing) Information Technology Ltd.**
(Company Seal)

By: /s/ Rixue Li
Name: **Rixue Li**
Title: **Legal Representative**

Party B: **Zhaohui Huang**

By: /s/ Zhaohui Huang
Name: Zhaohui Huang

Power of Attorney Agreement

This Power of Attorney Agreement (this "**Agreement**") is executed by and between the following Parties as of the **24th** day of **May**, 2011 in Beijing, China :

Party A: **Kutianxia (Beijing) Information Technology Ltd.**, a limited liability company incorporated and existing under the laws of China, with its address at Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing; and

Party B: Rixue Li, a citizen of the People's Republic of China ("**China**") with Identification Card No.: **362201197406073879**.

In this Agreement, each of Party A and Party B shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

Whereas:

Party B holds 90% of the equity interests in **Beijing Secoo Trading Limited** ("**Beijing Secoo**") ("**Party B's Shareholding**").

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

Party B hereby irrevocably authorizes Party A to exercise the following rights relating to Party B's Shareholding during the term of this Agreement:

Party A is hereby authorized to act on behalf of Party B as the exclusive agent and attorney of Party B with respect to all matters concerning Party B's Shareholding, including without limitation to: 1) attend shareholders' meetings of Beijing Secoo; 2) exercise all the shareholder's rights and shareholder's voting rights Party B is entitled to under the laws of China and Articles of Association of Beijing Secoo, including but not limited to the sale, transfer, pledge or disposition of Party B's Shareholding in part or in whole; and 3) designate and appoint on behalf of Party B the legal representative (chairperson), the director, supervisor, the chief executive officer and other senior management members of Beijing Secoo.

Without limiting the generality of the powers granted hereunder, Party A shall have the power and authority under this Agreement to execute the Transfer Contracts stipulated in Exclusive Option Agreement, to which Party B is required to be a party, on behalf of Party B, and to fulfill the terms of the Share Pledge Agreement and Exclusive Option Agreement, both dated the date hereof, to which Party B is a party.

All the actions associated with Party B's Shareholding conducted by Party A shall be deemed as Party B's own actions, and all the documents related to Party B's Shareholding executed by Party A shall be deemed to be executed by Party B himself/herself. Party B hereby acknowledges and ratifies those actions and/or documents by Party A.

Party A is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to Party B or obtaining consent of Party B.

Party B is entitled to enter into this Agreement and made the authorization hereunder which shall be irrevocable and continuously valid from the date of execution of this Agreement, so long as Party B is a shareholder of Beijing Secoo.

During the term of this Agreement, Party B hereby waives all the rights associated with Party B's Shareholding, which have been authorized to Party A through this Agreement, and shall not exercise such rights by himself/herself.

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be held in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

This Agreement is written in Chinese in two copies, each Party having one copy with equal legal validity.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Power of Attorney Agreement as of the date first above written.

Party A: Kutianxia (Beijing) Information Technology Ltd.
(Company Seal)

By: /s/ Rixue Li
Name: **Rixue Li**
Title: **Legal Representative**

Party B: **Rixue Li**

By: /s/ Rixue Li
Name: Rixue Li

Exhibit 10.8

Exclusive Intellectual Property Purchase Agreement

This Exclusive Intellectual Property Purchase Agreement (this "**Agreement**") is made and entered into by and between the following Parties on the **24th** day of **May**, 2011 in Beijing, China.

Party A: Kutianxia (Beijing) Information Technology Ltd.

Registered address: Room 2407, Bld 31, No.25 Yuetan North Street, Xicheng District, Beijing

Party B: Beijing Secoo Trading Limited

Registered address: Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing

Each of Party A and Party B shall be hereinafter referred to as a "**Party**" respectively, and as the "**Parties**" collectively.

WHEREAS,

1. Party A is a wholly foreign owned enterprise incorporated in the People' Republic of China (hereinafter referred to as the "PRC");
2. Party B is a domestic limited liability company registered in the PRC; and,
3. Party B possesses the proprietary rights and rights to file application relating to all the intellectual property rights listed in Exhibit I hereof (hereinafter referred to as the "Subject Matter IPR");

NOW, THEREFORE, through mutual discussion, Party A and Party B have reached the following agreements:

1. <u>The assignment of the Subject Matter IPR</u>

1.1 The grant of rights

To the extent permitted by the PRC laws, Party B hereby irrevocably grants Party A an irrevocable and exclusive right to purchase or designate one or more people (hereinafter referred to as the "Designee") to purchase Party B's Subject Matter IPR (purchasing right on the Subject Matter IPR) at any time, following the buying process decided at Party A's sole and absolute discretion and at the purchasing price specified in Article1.3 hereof. Except for Party A and the Designee, no third party shall be entitled to the purchasing rights on the Subject Matter IPR. For the purpose of this clause and this Agreement, a "person" specified herein shall refer to any individual, corporation, joint venture, partnership, enterprise, trust or non-corporate organization.

1.2 Buying process

Party A's purchasing rights on the Subject Matter IPR shall be exercised in accordance with the laws and regulations of the PRC. Where Party A exercises its purchasing rights on the Subject Matter

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IPR, Party A shall give a written notice ("Purchasing Notice on the Subject Matter IPR") to Party B specifying the following: (a) Party A's decision to exercise its purchasing rights; (b) the Subject Matter IPR Party A intends to purchase from Party B ("Purchased Subject Matter IPR"); (c) the purchasing date/the transfer date of the Subject Matter IPR.

1.3 Transfer fee of the Subject Matter IPR

Unless otherwise agreed by both parties, with respect to the Purchased Subject Matter IPR, Party A shall pay Party B transfer fee of RMB1,000 or the minumum price permitted by the PRC laws at the time of transfer of such Subject Matter IPR for each purchased Subject Matter IPR purchased by Party A. With the consent of both parties, transfer fee of the Subject Matter IPR hereunder may offset the relevant amounts payable by Party B to Party A.

1.4 The assignment of the Purchased Subject Matter IPR

For each exercise of Party A's purchasing rights on the Subject Matter IPR:

(1) Party B shall promptly convene a shareholders' meeting at the request of Party A where a resolution approving Party B's assignment of the Subject Matter IPR to Party A and/or the Designee shall be adopted;

(2) Party B shall enter into an assignment contract of the Subject Matter IPR ("Subject Matter IPR Assignment Contract") with Party A (or, the Designee, where applicable), in accordance with this Agreement and the provisions of the Purchasing Notice on the Subject Matter IPR;

(3) Within 12 months after the signing of the Subject Matter IPR Assignment Contract, Party B shall complete the transfer of the Purchased Subject Matter IPR to Party A, and duly obtain all the approvals and fulfill all the registration procedures (if any) in relation to or as required by the assignment of the Purchased Subject Matter IPR, including but not limited to the formalities regarding the change of registrant of the Purchased Subject Matter IPR, delivery of all the related documents and materials, execution of the transfer documents as necessary, and Party B shall bear the relevant expenses relating to the registration, change and transfer of the Purchased Subject Matter IPR.

(4) Upon the completion of the transfer of the Purchased Subject Matter IPR, Party B shall lose all the rights concerning the Purchased Subject Matter IPR. Without Party A's prior written consent, Party B shall not use the Purchased Subject Matter IPR in any country or jurisdiction in any form.

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2. Party B's covenants

(1) Without Party A's prior written consent, Party B shall not sell, transfer, pledge, or permit other person to use or dispose otherwise any of the Subject Matter IPR in its possession at any time from the date of signing this Agreement;

(2) Where Party A does not give its prior written consent, Party B shall procure its shareholders' meeting not to approve any sale, transfer, pledge, permit of any other person to use or dispose otherwise of any of the Subject Matter IPR in its possession ;

(3) Party B shall immediately notify Party A of any ongoing or threatening litigation, arbitration or administrative proceedings relating to the Subject Matter IPR;

(4) At the request of Party A, Party B shall procure its shareholders' meeting to approve the transfer of the Purchased Subject Matter IPR contemplated hereunder;

(5) For the purpose of maintaining its ownership of the Subject Matter IPR , Party B shall sign all necessary or appropriate documents, take all necessary or appropriate actions, and file all necessary or appropriate complaints or raise all necessary and appropriate defenses against all claims;

(6) At the request of Party A at any time, Party B shall unconditionally and immediately transfer the Subject Matter IPR to Party A or the Designee at any time;

(7) Party B shall strictly abide by all the provisions of this Agreement and other contracts signed between Party A and Party B, perform all the obligations hereunder and thereunder, and refrain from any act or omission which may affect the effectiveness and enforceability hereof and thereof.

(8) Within the term of this Agreement, the proprietary rights or rights to file application in relation to any intellectual property rights acquired by Party B in any form which are associated with Party B's business operation shall be deemed as the Subject Matter IPR bound by this Agreement.

3. Representations and Warranties

3.1 Party A's Respresentations and Warranties

Party A hereby represents and warrants to Party B, as of the date of this Agreement and each date of transfer of the Subject Matter IPR, that:

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(1) Party A is a company legally registered and validly existing in accordance with the PRC laws;

(2) Party A's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from all third parties and government authorities; and will not violate any restrictions provided by law or agreements which are binding or have an impact on Party A.

(3) This Agreement upon execution shall constitute Party A's legal, valid and binding obligations, and shall be enforceable against Party A.

3.2 Party B's Respresentations and Warranties

Party B hereby represents and warrants to Party A, as of the date of this Agreement and each date of transfer of the Subject Matter IPR, that:

(1) Party B has the absolute exclusive rights to the Subject Matter IPR, use of the IPR will not infringe rights of any third party, and there is no litigation or other disputes regarding such Subject Matter IPR;

(2) Party B's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from all third parties and government authorities; and will not violate any restrictions provided by law or agreements which are binding or have an impact on Party B.

(3) This Agreement upon execution shall constitute Party B's legal, valid and binding obligations, and shall be enforceable against Party B.

(4) Unless otherwise agreed by Party A in writing, Party B shall not allow any third party to use the Subject Matter IPR;

(5) Party B has the power and capacity to execute and deliver this Agreement, and any Subject Matter IPR assignment agreement for each transfer of such IPR pursuant to this Agreement, and to perform the obligations provided under this Agreement and any such Subject Matter IPR assignment agreement. Once executed, the aforesaid agreements shall constitute Party B's legal, valid and bidning obligations, and shall be enforceable against Party B.

(6) Once Party A purchased any Subject Matter IPR by exercising the purchasing right provided hereunder, Party B shall not conduct any actions that could prejudice the effectiveness of such Subject Matter IPR.

(7) Neither the execution and delivery of this Agreement or any other Subject Matter IPR assignment agreements, or the performance of the obligations under such agreements will: (i) cause any violation of the PRC laws; (ii) be in violation of the articles or any other organizational documents; (iii) cause violation of any agreements or documents to which Party B is a party or that are binding on Party B, or constitute breach of any agreements or documents to which Party B is a party or that are binding on Party B; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them.

4. Effective Date and Term

This Agreement shall become effective upon the date of execution, and remain effective for a term of 10 years, and may be renewed for another 10 years at Party A's election.

5. Governing Law and Resolution of Disputes

4.1 Governing Law

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the PRC Laws.

4.2 Methods of Resolution of Disputes

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall first negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be held in Beijing, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

6. Taxes and Fees

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the assignment agreements, as well as the consummation of the transactions contemplated under this Agreement and the assignment agreements.

7. Notices

Unless there is written notice to change the addresses set out below, all notices given pursuant to this Agreement shall be delivered by hand or sent by prepaid registered mail, or by a commercial courier service or by facsimile transmission to the address of such Party set forth below. In the case of notices given by prepaid registered mail, notice shall be deemed to have been effectively given on the date of acceptance as specified on the receipt of such mail. In the case of notices delivered by hand or by facsimile transmission, notice shall be deemed to have been effectively given on the date of delivery. In the case of notices given by facsimile transmission, the original notice shall be delivered immidiately thereafter by registered mail or by hand to the addresses set out below.

Party A:
Address: Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing
Attn: Rixue Li

Party B:
Address: Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing
Attn: Rixue Li

8. Confidentiality

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except under the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties provided in this Section. Disclosure of any confidential information by the staff or agency hired by any Party shall be deemed to be disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

9. Further Warranties

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

10. Miscellaneous

10.1 Amendment, change and supplement

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

10.2 In compliance with laws and regulations

The Parties shall abide by and ensure their operations to be completely in compliance with the PRC laws and regulations that have been formally published and are publicly available.

10.3 Entire agreement

Except for the amendments, supplements or changes in writing made after the execution of this Agreement, this Agreement shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof, and shall supercede all prior consultations, representations and contracts between the Parties with respect to the subject matter of this Agreement, whether oral or written.

10.4 Headings

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

10.5 Language

This Agreement is written in Chinese in two copies.

10.6 Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or prejudiced in any respect. The Parties shall negotiate in good faith to try to replace such invalid, illegal or unenforceable provisions with effective provisions to the maximum extent permitted by law and reflecting the intentions of the Parties, provided that the economic effect of such effective provisions is as close as possible to

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the economic effect of those invalid, illegal or unenforceable provisions.

10.7 Successors

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

10.8 Survival

10.7.1 Any obligations that occur or that are due as a result of this Agreement prior to the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

10.7.2 The provisions of Sections 5, 7 and this Section 10.8 shall survive the termination of this Agreement.

10.9 Waivers

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall be executed by the Parties. No waiver given by any Party under certain circumstances with respect to a breach by other Parties shall operate as a waiver by such Party with respect to any similar breach under other circumstances.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Intellectual Property Purchase Agreement as of the date first above written.

Party A: Kutianxia (Beijing) Information Technology Ltd.

(Company Seal)

Authorized representative: /s/ Rixue Li
Name: Rixue Li

Party B: Beijing Secoo Trading Limited
(Company Seal)

Authorized representative: /s/ Rixue Li
Name: Rixue Li

Exhibit I
Subject Matter Intellectual Property Rights

1. Domain names:

No.	Domain Name
1	Sikupay.com
2	Secoopay.com
3	Kujisuan.com
4	Kutiantian.com
5	Kutianxia.com
6	Kuzhifu.com
7	Secoobank.cn
8	Sikubank.cn
9	Secoobank.com
10	Sikubank.com
11	Secoo.cn
12	Secoo.com.cn
13	Siku.cn
14	□□.□□

2. Copyrights of the websites to which the links set forth above direct (including the copyrights of webpage design and website content, except for the copyrights that does not belong to Party B)

3. Trademarks□

Trademarks	Registration/Application Numbers
□□□	8141158
□□□	8207959
□□□	8208024
□□□	8207971

4. All intellectual property rights developed by Party B or acquired by Party B within the effective period of this Agreement, including but not limited to trademarks, rights to apply for trademarks, patents, rights to apply for patent, softwear copyrights, domain names, website copyrights, know-how, etc.

Exhibit 10.9

Exclusive Business Cooperation Agreement

This Exclusive Business Cooperation Agreement (this "**Agreement**") is made and entered into by and between the following Parties on the **24th** day of **May**, 2011 in Beijing, China.

Party A: **Kutianxia (Beijing) Information Technology Ltd.**
Address: Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing

Party B: **Beijing Secoo Trading Limited**
Address: Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing

Each of Party A and Party B shall be hereinafter referred to as a "**Party**" respectively, and as the "**Parties**" collectively.

Whereas,

1. Party A is a wholly foreign owned enterprise established in the People's Republic of China ("**China**"), and has the necessary resources to provide technical services and business consulting services;

2. Party B is a company with exclusively domestic capital registered in China and may carry out the following business as approved by the relevant governmental authorities in China: trading of apparels, shoes, hats, accessories, daily necessities, furniture, communication devices, home appliances, electrical hardwares, crafts (excluding antiques), sports goods;

3. Party A is willing to provide Party B, on an exclusive basis, with technical, consulting and other services during the term of this Agreement byutilizing its own advantages in human resources, technology and information, and Party B is willing to accept such exclusive services provided by Party A or Party A's designee(s) pursuant to the terms set forth herein.

Now, therefore, through mutual discussion, Party A and Party B have reached the following agreements:

1. Services Provided by Party A

1.1 Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with complete business support and technical and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, which may include all services within the business scope of Party B as may be determined from time to time by Party A, including but not limited to the following: technical services, network support, business consultations, intellectual property licenses, equipment or real property leasing, marketing consultancy, system integration, product research and development, and system maintenance.

1.2 Party B agrees to accept all the consultations and services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not accept any consultations and/or services provided by any third party and shall not cooperate with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.3 with Party B, to provide Party B with the consultations and/or services under this Agreement.

1.3 Service Providing Method

1.3.1 Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into further technical service agreements or consulting service agreements, where the specific contents, manner, personnel, and fees for the specific technical services and consulting services are provided.

1.3.2 To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into intellectual property (including, but not limited to, software, trademark, patent and know-how) license agreements, which shall permit Party B to use Party A's relevant intellectual property rights, at any time and from time to time based on the needs of the business of Party B.

1.3.3 To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into equipment or property leases which shall permit Party B to use Party A's relevant equipment or property based on the needs of the business of Party B.

2. The Calculation and Payment of the Service Fees

Both Parties agree that, Party A will issue an invoice quarterly based on the workload and commercial valuation of the technical services provided by Party A as well as the price agreed by both Parties. Party B shall pay the consultation service fees in accordance with the date and amount provided in such invoice. Party A is entitled to adjust the standard for the consultation service fees from time to time pursuant to the quantity and contents of the technical services provided by it to Party B.

Within 15 days following the end of each fiscal year, Party B shall provide financial statements of such year and all the operation records, business contracts and financial materials which are used for issuing the financial statements. If Party A challenges such financial materials, Party A is entitled

to appoint any reputable independent auditor to do an auditing on the relevant materials, and Party B shall give assistance.

3. Intellectual Property Rights and Confidentiality Clauses

3.1 Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created during the performance of this Agreement, including, but not limited to, copyrights, patents, patent applications, trademarks, software, technical secrets, trade secrets and others, regardless of whether they have been developed by Party A or Party B.

3.2 The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without the written consent of the other Party, it shall not disclose any relevant information to any third parties, except under the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties provided in this Section. Disclosure of any confidential information by the staff or agencies hired by any Party shall be deemed to be disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

3.3 The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

4. Representations and Warranties

4.1 Party A hereby represents and warrants as follows:

4.1.1 Party A is a company legally registered and validly existing in accordance with the laws of China.

4.1.2 Party A's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from all third parties and government authorities, and will not violate any restrictions provided by law or agreements which are binding or have an impact on Party A.

4.1.3 This Agreement upon execution shall constitute Party A's legal, valid and binding obligations, and shall be enforceable against Party A.

4.2 Party B hereby represents and warrants as follows:

4.2.1 Party B is a company legally registered and validly existing in accordance with the laws of China, and may carry out the following business as approved by the relevant governmental authorities in China: trading of apparels, shoes, hats, accessories, daily necessities, furniture, communication devices, home appliances, electrical hardwares, crafts (excluding antiques), sports goods;

4.2.2 Party B's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from all third parties and government authorities, and will not violate any restrictions provided by law or agreements which are binding or have an impact on Party B.

4.2.3 This Agreement upon execution shall constitute Party B's legal, valid and binding obligations, and shall be enforceable against Party B.

5. Effectiveness and Term

5.1 This Agreement is executed on the date first above written and shall take effect as of such date. Unless there is an early termination in accordance with the provisions of this Agreement or any other agreements separately entered into between the Parties, the term of this Agreement shall be 10 years. After the execution of this Agreement, both Parties shall review this Agreement every 3 months to determine whether to amend or supplement the provisions in this Agreement based on the actual circumstances at that time.

5.2 The term of this Agreement may be extended if confirmed in writing by Party A prior to the expiration hereof. The extended term shall be determined by Party A, and Party B shall accept such extended term unconditionally.

6. Termination

6.1 Unless renewed in accordance with the relevant terms of this Agreement, this Agreement shall be terminated upon the date of expiration hereof.

6.2 During the term of this Agreement, unless Party A commits gross negligence, or a fraudulent act, against Party B, Party B shall not

terminate this Agreement prior to its expiration date. Nevertheless, Party A shall be entitled to terminate this Agreement at any time by giving a 30-day prior written notice to Party B .

6.3 The rights and obligations of the Parties under Articles 3, 7 and 8 shall survive the termination of this Agreement.

7. Governing Law and Resolution of Disputes

7.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of China.

7.2 In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall first negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be held in Beijing, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

7.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

8. Indemnification

Party B shall indemnify and prevent Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the consultations and services provided by Party A at the request of Party B, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

9. Notices

9.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered by hand or sent by prepaid registered mail, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

9.1.1 In the case of notices given by personal delivery, by courier service or by prepaid registered mail, notice shall be deemed to have been effectively given on the date of delivery or refusal to accept delivery at the address specified for notices.

9.1.2 In the case of notices given by facsimile transmission, notice shall be deemed to have been effectively given on the date of such successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A:
Address: Room 2407, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing
Attn: **Rixue Li**

Party B:
Address: Room 2405, Bld 31, No.25, Yuetan North Street, Xicheng District, Beijing
Attn: **Rixue Li**

9.3 Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

10. Assignment

10.1 Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

10.2 Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B but without the consent of Party B.

11. Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or prejudiced in any aspect. The Parties shall negotiate in good faith to try to replace such invalid, illegal or unenforceable provisions with effective provisions to the maximum extent permitted by law and reflecting the intentions of the Parties, provided that the economic effect of such effective provisions is as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

12. Amendments and Supplements

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and that relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

13. Language and Counterparts

This Agreement is written in Chinese language in two copies, each Party having one copy with equal legal validity.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

Party A: Kutianxia (Beijing) Information Technology Ltd.
(Company Seal)

By: /s/ Rixue Li
Name: **Rixue Li**
Title: **Legal Representative**

Party B: Beijing Secoo Trading Limited
(Company Seal)

By: /s/ Rixue Li
Name: **Rixue Li**
Title: **Legal Representative**

Exhibit 10.10

Equity Interest Pledge Agreement

This Equity Interest Pledge Agreement ("Agreement") is executed by and among the following Parties as of September 15th, 2014 in Beijing, the People's Republic of China ("China" or the "PRC", excluding Hong Kong SAR, Macau SAR and Taiwan region solely for the purpose of this Agreement):

Pledgee: Ku Tian Xia (Beijing) Information Technology Co., Ltd., a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its Business License No.: 110000450172811 and its address at Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing;

Pledgor: HUANG Zhaohui, a Chinese citizen with Identification No.: 362201197406073879, with his residence at No. 133, Gulou Road, Yuanzhou Disctict, Yichun, Jiangxi Province, the PRC; and

The Company: Beijing Wo Mai Wo Pai Auction Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its Business License No.: 110101017889908 and its address at No. 9, Floor 1, Building 18, Chaoyangmen South Street, Dongcheng District, Beijing.

Whereas:

1. Pledgor is citizen of China who as of the date hereof holds 10% of equity interests of the Company, representing RMB 100,000.00 in the registered capital of the Company. The Company is a limited liability company registered in Beijing, China, engaging in the auction business. The Company acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and intends to provide any necessary assistance in registering the establishment of such pledge of the Equity Interest;

2. Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and the Company executed an Exclusive Business Cooperation Agreement (as defined below); Pledgee, Pledgor and the Company executed an Exclusive Option Agreement (as defined below); Pledgor has executed a Power of Attorney (as defined below) in favor of Pledgee; and the Pledgee and the Pledgor have executed a Loan Agreement (as defined below) as defined below);

3. To ensure that the Company and Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the Loan Agreement and the Power of Attorney, Pledgor hereby pledges to the Pledgee all of the equity interest that Pledgor holds in the Company as security for the Company's and Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the Loan Agreement and the Power of Attorney.

In this Agreement, Pledgor, Pledgee and the Company shall each be individually referred to as a "Party", or collectively as the "Parties".

To perform the provisions of the Transaction Documents (as defined below), the Parties have mutually agreed to execute this Agreement upon the following terms.

1. Definitions

Unless otherwise provided herein, the terms set forth below shall have the following meanings:

1.1 Pledge, shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest.

1.2 Equity Interest, shall refer to 10% equity interests in the Company currently held by Pledgor, representing RMB100,000.00 in the registered capital of the Company, and all of the equity interest hereafter acquired by Pledgor in the Company.

1.3 Term of Pledge, shall refer to the term set forth in Section 3 of this Agreement.

1.4 Transaction Documents, shall refer to the Exclusive Business Cooperation Agreement executed by and between Pledgee and the Company on September 15th, 2014 (the "Exclusive Business Cooperation Agreement"), the Exclusive Option Agreement executed by and among the Company, Pledgee and Pledgor on September 15th, 2014 (the "Exclusive Option Agreement"), the Loan Agreement executed on September 15th, 2014 by and between Pledgee and Pledgor (the "Loan Agreement"), and the Power of Attorney executed on September 15th, 2014 by Pledgor (the "Power of

Attorney") and any modification, amendment and restatement to the aforementioned documents.

1.5 Contract Obligations, shall refer to all the obligations of Pledgor under the Exclusive Option Agreement, the Power of Attorney, the Loan Agreement and this Agreement; all the obligations of the Company under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.

1.6 Secured Indebtedness: shall refer to all the direct, indirect and derivative losses and losses of anticipated profits, suffered by Pledgee, incurred as a result of any Event of Default. The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of Pledgee, the consulting and service fees payable to Pledgee under the Exclusive Business Cooperation Agreement, all expenses occurred in connection with enforcement by Pledgee of Pledgor's and/or the Company's Contract Obligations and etc.

1.7 Event of Default, shall refer to any of the circumstances set forth in Section 7 of this Agreement.

1.8 Notice of Default, shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.

2. Pledge

2.1 Pledgor agrees to pledge all the Equity Interest as security for performance of the Contract Obligations and payment of the Secured Indebtedness under

this Agreement. The Company hereby assents that Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.

2.2 During the term of the Pledge, Pledgee is entitled to receive dividends distributed on the Equity Interest. Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of Pledgee. Dividends received by Pledgor on Equity Interest after deduction of individual income tax paid by Pledgor shall be, as required by Pledgee, (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

2.3 Pledgor may subscribe for capital increase in the Company only with prior written consent of Pledgee. Any equity interest obtained by Pledgor as a result of Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest, and for this purpose, the Parties shall conduct the pledge modification registration of the Equity Interest or the pledge establishment registration of the increased equity interest under relevant laws and regulations.

2.4 In the event that the Company is required by PRC law to be liquidated or dissolved, any interest distributed to Pledgor upon the Company's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to

Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

3. Term of Pledge

3.1 The Pledge shall become effective on such date when the pledge of the Equity Interest contemplated herein is registered with relevant administration for industry and commerce (the "AIC"). The Pledge shall remain effective until all Contract Obligations have been fully performed and all Secured Indebtedness have been fully paid. Pledgor and the Company shall (1) register the Pledge in the shareholders' register of the Company within 3 business days following the execution of this Agreement, and (2) submit an application to the AIC for the registration of the Pledge of the Equity Interest contemplated herein within 30 business days following the execution of this Agreement. The Parties covenant that for the purpose of registration of the Pledge, the parties hereto (and/or all other possible shareholders of the Company from time to time in future) shall submit to the AIC this Agreement or an equity interest pledge contract in the form required by the AIC at the location of the Company which shall truly reflect the information of the Pledge hereunder (the "AIC Pledge Contract"). For matters not specified in the AIC Pledge Contract, the Parties shall be bound by the provisions of this Agreement. Pledgor and the Company shall submit all necessary documents and complete all necessary procedures, as required by the PRC laws and regulations and the relevant AIC, to ensure that the Pledge of the Equity Interest shall be registered with the AIC as soon as possible after submission for filing.

3.2 During the Term of Pledge, in the event Pledgor and/or the Company fails

to perform the Contract Obligations or pay Secured Indebtedness, Pledgee shall have the right, but not the obligation, to exercise the Pledge in accordance with the provisions of this Agreement.

4. Custody of Records for Equity Interest Subject to Pledge

4.1 During the Term of Pledge set forth in this Agreement, Pledgor shall deliver to Pledgee's custody the capital contribution certificate for the Equity Interest and the shareholders' register containing the Pledge within one week from the execution of this Agreement. Pledgee shall have custody of such documents during the entire Term of Pledge set forth in this Agreement.

5. Representations and Warranties of Pledgor and the Company

As of the execution date of this Agreement, Pledgor and the Company hereby jointly and severally represent and warrant to Pledgee that:

5.1 Pledgor is the sole legal and beneficial owner of the Equity Interest.

5.2 Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.

5.3 Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest.

5.4 Pledgor and the Company have obtained any and all requisite approvals and

consents from applicable government authorities and third parties (if required) for execution, delivery and performance of this Agreement.

5.5 The execution, delivery and performance of this Agreement will not: (i) violate any relevant PRC laws; (ii) conflict with the Company's articles of association or other constitutional documents; (iii) result in any breach of or constitute any default under any contract or instrument to which any Party hereto is a party or by which any Party is otherwise bound; (iv) result in any violation of any condition for the grant and/or maintenance of any permit or approval granted to any Party; or (v) cause any permit or approval granted to any Party to be suspended, cancelled or attached with additional conditions.

6. Covenants of Pledgor and the Company

6.1 During the term of this Agreement, Pledgor and the Company hereby jointly and severally covenant to the Pledgee:

6.1.1 Pledgor shall not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest or any portion thereof, without the prior written consent of Pledgee, except for the performance of the Transaction Documents;

6.1.2 Pledgor and the Company shall comply with the provisions of all laws and regulations applicable to the pledge of rights, and within

five (5) days upon receipt of any notice, order or recommendation issued or prepared by relevant competent governmental authorities regarding the Pledge, shall present the foregoing notice, order or recommendation to Pledgee, and shall comply with the foregoing notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;

6.1.3 Pledgor and the Company shall promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any representations, warranties and covenants, and the performance of other obligations of Pledgor arising out of this Agreement.

6.1.4 The Company shall complete the registration procedures for extension of the term of operation within three (3) months prior to the expiration of such term to maintain the validity of this Agreement.

6.2 Pledgor agrees that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgor or any heirs or representatives of Pledgor or any other persons through any legal proceedings.

6.3 To protect or perfect the security interest granted by this Agreement for the Contract Obligations and Secured Indebtedness, Pledgor hereby undertakes to execute in good faith and to cause other parties who have an interest in

the Pledge to execute all certificates, agreements, deeds and/or covenants required by Pledgee. Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural persons/legal persons). Pledgor undertakes to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

6.4 Pledgor hereby undertakes to comply with and perform all representations, warranties, covenants, conditions and agreements under this Agreement. In the event of failure or partial performance of its representations, warranties, covenants, conditions and agreements, Pledgor shall indemnify Pledgee for all losses resulting therefrom.

7. Event of Breach

7.1 The following circumstances shall be deemed an Event of Default:

7.1.1 Pledgor's any breach to any obligations under the Transaction Documents and/or this Agreement.

7.1.2 The Company's any breach to any obligations under the Transaction Documents and/or this Agreement.

7.2 Upon notice or discovery of the occurrence of any circumstances or events that may lead to the aforementioned circumstances described in Section 7.1, Pledgor and the Company shall immediately notify Pledgee in writing accordingly.

7.3 Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within twenty (20) days after the Pledgee and /or the Company delivers a notice to the Pledgor requesting ratification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor in writing at any time thereafter, demanding the Pledgor to immediately exercise the Pledge in accordance with the provisions of Section 8 of this Agreement.

8. Exercise of Pledge

8.1 Pledgee shall issue a written Notice of Default to Pledgor when it exercises the Pledge.

8.2 Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge at any time after the issuance of the Notice of Default in accordance with Section 8.1. Once Pledgee elects to enforce the Pledge, Pledgor shall cease to be entitled to any rights or interests associated with the Equity Interest.

8.3 After Pledgee issues a Notice of Default to Pledgor in accordance with Section 8.1, Pledgee may exercise any remedy measure under applicable PRC laws, the Transaction Documents and this Agreement, including but not limited to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its duly exercise of such rights and powers.

8.4 The proceeds from exercise of the Pledge by Pledgee shall be used to pay for tax and expenses incurred as result of disposing the Equity Interest and to perform Contract Obligations and pay the Secured Indebtedness to the Pledgee prior and in preference to any other payment. After the payment of the aforementioned amounts, the remaining balance if any shall be returned to Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where Pledgor resides, with all expenses incurred being borne by Pledgor. To the extent permitted under applicable PRC laws, Pledgor shall unconditionally donate the aforementioned proceeds to Pledgee or any other person designated by Pledgee.

8.5 Pledgee may exercise any remedy measure available simultaneously or in any order. Pledgee may exercise the right to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest under this Agreement, without exercising any other remedy measure first.

8.6 Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and Pledgor or the Company shall not raise any objection to such exercise.

8.7 When Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and the Company shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

9. Breach of Agreement

9.1 If Pledgor or the Company conducts any material breach of any term of this Agreement, Pledgee shall have right to terminate this Agreement and/or require Pledgor or the Company to indemnify all damages; this Section 9 shall not prejudice any other rights of Pledgee herein;

9.2 Pledgor or the Company shall not have any right to terminate this Agreement in any event unless otherwise required by applicable laws.

10. Assignment

10.1 Without Pledgee's prior written consent, Pledgor and the Company shall not have the right to assign or delegate their rights and obligations under this Agreement.

10.2 This Agreement shall be binding on Pledgor and his/her successors and permitted assigns, and shall be valid with respect to Pledgee and each of his/her successors and assigns.

10.3 At any time, Pledgee may assign any and all of its rights and obligations under the Transaction Documents and this Agreement to its designee(s), in which case the assigns shall have the rights and obligations of Pledgee under the Transaction Documents and this Agreement, as if it were the original party to the Transaction Documents and this Agreement.

10.4 In the event of change of Pledgee due to assignment, Pledgor and/or the Company shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement, and register the same with the relevant AIC.

10.5 Pledgor and the Company shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Transaction Documents, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgee.

11. Termination

11.1 Upon the fulfillment of all Contract Obligations and the full payment of all Secured Indebtedness by Pledgor and the Company, Pledgee shall release the Pledge under this Agreement upon Pledgor's request as soon as reasonably practicable and shall assist Pledgor to de-register the Pledge from the shareholders' register of the Company and with relevant AIC.

11.2 The provisions of Sections 9, 13, 14 and 11.2 of this Agreement shall survive the expiration or termination of this Agreement.

12. Handling Fees and Other Expenses

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by the Company or its designees.

13. Confidentiality

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the prior written consent of the other Parties, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

14. Governing Law and Resolution of Disputes

14.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of China.

14.2 In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all Parties.

14.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

15. Notices

15.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by E-mail. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

15.2 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

15.3 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

15.4 For the purpose of notices, the addresses of the Parties are as follows:

Pledgee: **Ku Tian Xia (Beijing) Information Technology Co., Ltd.**

Address: Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

Attn: Li Rixue

Pledgor: HUANG Zhaohui

Address: Suite 2405, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

The Company: **Beijing Wo Mai Wo Pai Auction Co., Ltd.**

Address: No. 9, Floor 1, Building 18, Chaoyangmen South Street, Dongcheng District, Beijing

Attn: Li Rixue

15.5 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

16. Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

17. Effectiveness

17.1 This Agreement shall become effective upon execution by the Parties.

17.2 Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective upon completion of the governmental filing procedures (if applicable) after the affixation of the signatures or seals of the Parties.

18. Language and Counterparts

This Agreement is written in Chinese and English in four copies. Pledgor, Pledgee and the Company shall hold one copy respectively and the other one copy shall be used for registration. The Chinese version and English version shall have equal legal validity. In the case of any conflict between the Chinese version and the English version, the Chinese version shall prevail.

[The Remainder of This Page is Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed or caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first above written.

Pledgee: Ku Tian Xia (Beijing) Information Technology Co., Ltd.

(Company Seal)

By: /s/ Li Rixue

Name: LI Rixue

Title: Legal Representative

Party B: HUANG Zhaohui

By: /s/ HUANG Zhaohui

Party C: Beijing Wo Mai Wo Pai Auction Co., Ltd.

(Company Seal)

By: /s/ Li Rixue

Name: LI Rixue

Title: Legal Representative

Signature Page to Equity Interest Pledge Agreement

Equity Interest Pledge Agreement

This Equity Interest Pledge Agreement ("Agreement") is executed by and among the following Parties as of September 15th, 2014 in Beijing, the People's Republic of China ("China" or the "PRC", excluding Hong Kong SAR, Macau SAR and Taiwan region solely for the purpose of this Agreement):

Pledgee: Ku Tian Xia (Beijing) Information Technology Co., Ltd., a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its Business License No.: 110000450172811 and its address at Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing;

Pledgor: LI Rixue, a Chinese citizen with Identification No.: 362201197406073879, with his residence at No. 133, Gulou Road, Yuanzhou Disctict, Yichun, Jiangxi Province, the PRC; and

The Company: Beijing Wo Mai Wo Pai Auction Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its Business License No.: 110101017889908 and its address at No. 9, Floor 1, Building 18, Chaoyangmen South Street, Dongcheng District, Beijing.

Whereas:

1. Pledgor is citizen of China who as of the date hereof holds 90% of equity interests of the Company, representing RMB 900,000.00 in the registered capital of the Company. The Company is a limited liability company registered in Beijing, China, engaging in the auction business. The Company acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and intends to provide any necessary assistance in registering the establishment of such pledge of the Equity Interest;

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2. Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and the Company executed an Exclusive Business Cooperation Agreement (as defined below); Pledgee, Pledgor and the Company executed an Exclusive Option Agreement (as defined below); Pledgor has executed a Power of Attorney (as defined below) in favor of Pledgee; and the Pledgee and the Pledgor have executed a Loan Agreement (as defined below) as defined below);

3. To ensure that the Company and Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the Loan Agreement and the Power of Attorney, Pledgor hereby pledges to the Pledgee all of the equity interest that Pledgor holds in the Company as security for the Company's and Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the Loan Agreement and the Power of Attorney.

In this Agreement, Pledgor, Pledgee and the Company shall each be individually referred to as a "Party", or collectively as the "Parties".

To perform the provisions of the Transaction Documents (as defined below), the Parties have mutually agreed to execute this Agreement upon the following terms.

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1. Definitions

Unless otherwise provided herein, the terms set forth below shall have the following meanings:

1.1 Pledge, shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest.

1.2 Equity Interest, shall refer to 90% equity interests in the Company currently held by Pledgor, representing RMB900,000.00 in the registered capital of the Company, and all of the equity interest hereafter acquired by Pledgor in the Company.

1.3 Term of Pledge, shall refer to the term set forth in Section 3 of this Agreement.

1.4 Transaction Documents, shall refer to the Exclusive Business Cooperation Agreement executed by and between Pledgee and the Company on September 15th, 2014 (the "Exclusive Business Cooperation Agreement"), the Exclusive Option Agreement executed by and among the Company, Pledgee and Pledgor on September 15th, 2014 (the "Exclusive Option Agreement"), the Loan Agreement executed on September 15th, 2014 by and between Pledgee and Pledgor (the "Loan Agreement"), and the Power of Attorney executed on September 15th, 2014 by Pledgor (the "Power of

Attorney") and any modification, amendment and restatement to the aforementioned documents.

1.5 Contract Obligations, shall refer to all the obligations of Pledgor under the Exclusive Option Agreement, the Power of Attorney, the Loan Agreement and this Agreement; all the obligations of the Company under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.

1.6 Secured Indebtedness: shall refer to all the direct, indirect and derivative losses and losses of anticipated profits, suffered by Pledgee, incurred as a result of any Event of Default. The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of Pledgee, the consulting and service fees payable to Pledgee under the Exclusive Business Cooperation Agreement, all expenses occurred in connection with enforcement by Pledgee of Pledgor's and/or the Company's Contract Obligations and etc.

1.7 Event of Default, shall refer to any of the circumstances set forth in Section 7 of this Agreement.

1.8 Notice of Default, shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.

2. Pledge

2.1 Pledgor agrees to pledge all the Equity Interest as security for performance of the Contract Obligations and payment of the Secured Indebtedness under

this Agreement. The Company hereby assents that Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.

2.2 During the term of the Pledge, Pledgee is entitled to receive dividends distributed on the Equity Interest. Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of Pledgee. Dividends received by Pledgor on Equity Interest after deduction of individual income tax paid by Pledgor shall be, as required by Pledgee, (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

2.3 Pledgor may subscribe for capital increase in the Company only with prior written consent of Pledgee. Any equity interest obtained by Pledgor as a result of Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest, and for this purpose, the Parties shall conduct the pledge modification registration of the Equity Interest or the pledge establishment registration of the increased equity interest under relevant laws and regulations.

2.4 In the event that the Company is required by PRC law to be liquidated or dissolved, any interest distributed to Pledgor upon the Company's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to

Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

3. Term of Pledge

3.1 The Pledge shall become effective on such date when the pledge of the Equity Interest contemplated herein is registered with relevant administration for industry and commerce (the "AIC"). The Pledge shall remain effective until all Contract Obligations have been fully performed and all Secured Indebtedness have been fully paid. Pledgor and the Company shall (1) register the Pledge in the shareholders' register of the Company within 3 business days following the execution of this Agreement, and (2) submit an application to the AIC for the registration of the Pledge of the Equity Interest contemplated herein within 30 business days following the execution of this Agreement. The Parties covenant that for the purpose of registration of the Pledge, the parties hereto (and/or all other possible shareholders of the Company from time to time in future) shall submit to the AIC this Agreement or an equity interest pledge contract in the form required by the AIC at the location of the Company which shall truly reflect the information of the Pledge hereunder (the "AIC Pledge Contract"). For matters not specified in the AIC Pledge Contract, the Parties shall be bound by the provisions of this Agreement. Pledgor and the Company shall submit all necessary documents and complete all necessary procedures, as required by the PRC laws and regulations and the relevant AIC, to ensure that the Pledge of the Equity Interest shall be registered with the AIC as soon as possible after submission for filing.

3.2 During the Term of Pledge, in the event Pledgor and/or the Company fails

to perform the Contract Obligations or pay Secured Indebtedness, Pledgee shall have the right, but not the obligation, to exercise the Pledge in accordance with the provisions of this Agreement.

4. Custody of Records for Equity Interest Subject to Pledge

4.1 During the Term of Pledge set forth in this Agreement, Pledgor shall deliver to Pledgee's custody the capital contribution certificate for the Equity Interest and the shareholders' register containing the Pledge within one week from the execution of this Agreement. Pledgee shall have custody of such documents during the entire Term of Pledge set forth in this Agreement.

5. Representations and Warranties of Pledgor and the Company

As of the execution date of this Agreement, Pledgor and the Company hereby jointly and severally represent and warrant to Pledgee that:

5.1 Pledgor is the sole legal and beneficial owner of the Equity Interest.

5.2 Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.

5.3 Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest.

5.4 Pledgor and the Company have obtained any and all requisite approvals and

consents from applicable government authorities and third parties (if required) for execution, delivery and performance of this Agreement.

5.5 The execution, delivery and performance of this Agreement will not: (i) violate any relevant PRC laws; (ii) conflict with the Company's articles of association or other constitutional documents; (iii) result in any breach of or constitute any default under any contract or instrument to which any Party hereto is a party or by which any Party is otherwise bound; (iv) result in any violation of any condition for the grant and/or maintenance of any permit or approval granted to any Party; or (v) cause any permit or approval granted to any Party to be suspended, cancelled or attached with additional conditions.

6. Covenants of Pledgor and the Company

6.1 During the term of this Agreement, Pledgor and the Company hereby jointly and severally covenant to the Pledgee:

6.1.1 Pledgor shall not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest or any portion thereof, without the prior written consent of Pledgee, except for the performance of the Transaction Documents;

6.1.2 Pledgor and the Company shall comply with the provisions of all laws and regulations applicable to the pledge of rights, and within

five (5) days upon receipt of any notice, order or recommendation issued or prepared by relevant competent governmental authorities regarding the Pledge, shall present the foregoing notice, order or recommendation to Pledgee, and shall comply with the foregoing notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;

6.1.3 Pledgor and the Company shall promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any representations, warranties and covenants, and the performance of other obligations of Pledgor arising out of this Agreement.

6.1.4 The Company shall complete the registration procedures for extension of the term of operation within three (3) months prior to the expiration of such term to maintain the validity of this Agreement.

6.2 Pledgor agrees that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgor or any heirs or representatives of Pledgor or any other persons through any legal proceedings.

6.3 To protect or perfect the security interest granted by this Agreement for the Contract Obligations and Secured Indebtedness, Pledgor hereby undertakes to execute in good faith and to cause other parties who have an interest in

the Pledge to execute all certificates, agreements, deeds and/or covenants required by Pledgee. Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural persons/legal persons). Pledgor undertakes to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

6.4 Pledgor hereby undertakes to comply with and perform all representations, warranties, covenants, conditions and agreements under this Agreement. In the event of failure or partial performance of its representations, warranties, covenants, conditions and agreements, Pledgor shall indemnify Pledgee for all losses resulting therefrom.

7. Event of Breach

7.1 The following circumstances shall be deemed an Event of Default:

7.1.1 Pledgor's any breach to any obligations under the Transaction Documents and/or this Agreement.

7.1.2 The Company's any breach to any obligations under the Transaction Documents and/or this Agreement.

7.2 Upon notice or discovery of the occurrence of any circumstances or events that may lead to the aforementioned circumstances described in Section 7.1, Pledgor and the Company shall immediately notify Pledgee in writing accordingly.

7.3 Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within twenty (20) days after the Pledgee and /or the Company delivers a notice to the Pledgor requesting ratification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor in writing at any time thereafter, demanding the Pledgor to immediately exercise the Pledge in accordance with the provisions of Section 8 of this Agreement.

8. Exercise of Pledge

8.1 Pledgee shall issue a written Notice of Default to Pledgor when it exercises the Pledge.

8.2 Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge at any time after the issuance of the Notice of Default in accordance with Section 8.1. Once Pledgee elects to enforce the Pledge, Pledgor shall cease to be entitled to any rights or interests associated with the Equity Interest.

8.3 After Pledgee issues a Notice of Default to Pledgor in accordance with Section 8.1, Pledgee may exercise any remedy measure under applicable PRC laws, the Transaction Documents and this Agreement, including but not limited to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its duly exercise of such rights and powers.

8.4 The proceeds from exercise of the Pledge by Pledgee shall be used to pay for tax and expenses incurred as result of disposing the Equity Interest and to perform Contract Obligations and pay the Secured Indebtedness to the Pledgee prior and in preference to any other payment. After the payment of the aforementioned amounts, the remaining balance if any shall be returned to Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where Pledgor resides, with all expenses incurred being borne by Pledgor. To the extent permitted under applicable PRC laws, Pledgor shall unconditionally donate the aforementioned proceeds to Pledgee or any other person designated by Pledgee.

8.5 Pledgee may exercise any remedy measure available simultaneously or in any order. Pledgee may exercise the right to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest under this Agreement, without exercising any other remedy measure first.

8.6 Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and Pledgor or the Company shall not raise any objection to such exercise.

8.7 When Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and the Company shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

9. Breach of Agreement

9.1 If Pledgor or the Company conducts any material breach of any term of this Agreement, Pledgee shall have right to terminate this Agreement and/or require Pledgor or the Company to indemnify all damages; this Section 9 shall not prejudice any other rights of Pledgee herein;

9.2 Pledgor or the Company shall not have any right to terminate this Agreement in any event unless otherwise required by applicable laws.

10. Assignment

10.1 Without Pledgee's prior written consent, Pledgor and the Company shall not have the right to assign or delegate their rights and obligations under this Agreement.

10.2 This Agreement shall be binding on Pledgor and his/her successors and permitted assigns, and shall be valid with respect to Pledgee and each of his/her successors and assigns.

10.3 At any time, Pledgee may assign any and all of its rights and obligations under the Transaction Documents and this Agreement to its designee(s), in which case the assigns shall have the rights and obligations of Pledgee under the Transaction Documents and this Agreement, as if it were the original party to the Transaction Documents and this Agreement.

10.4 In the event of change of Pledgee due to assignment, Pledgor and/or the Company shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement, and register the same with the relevant AIC.

10.5 Pledgor and the Company shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Transaction Documents, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgee.

11. Termination

11.1 Upon the fulfillment of all Contract Obligations and the full payment of all Secured Indebtedness by Pledgor and the Company, Pledgee shall release the Pledge under this Agreement upon Pledgor's request as soon as reasonably practicable and shall assist Pledgor to de-register the Pledge from the shareholders' register of the Company and with relevant AIC.

11.2 The provisions of Sections 9, 13, 14 and 11.2 of this Agreement shall survive the expiration or termination of this Agreement.

12. Handling Fees and Other Expenses

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by the Company or its designees.

13. Confidentiality

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the prior written consent of the other Parties, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

14. Governing Law and Resolution of Disputes

14.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of China.

14.2 In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all Parties.

14.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

15. Notices

15.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by E-mail. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

15.2 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

15.3 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

15.4 For the purpose of notices, the addresses of the Parties are as follows:

Pledgee: **Ku Tian Xia (Beijing) Information Technology Co., Ltd.**

Address: Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

Attn: Li Rixue

Pledgor: LI Rixue

Address: Suite 2405, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

The Company: **Beijing Wo Mai Wo Pai Auction Co., Ltd.**

Address: No. 9, Floor 1, Building 18, Chaoyangmen South Street, Dongcheng District, Beijing

Attn: Li Rixue

15.5 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

16. **Severability**

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

17. **Effectiveness**

17.1 This Agreement shall become effective upon execution by the Parties.

17.2 Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective upon completion of the governmental filing procedures (if applicable) after the affixation of the signatures or seals of the Parties.

18. **Language and Counterparts**

This Agreement is written in Chinese and English in four copies. Pledgor, Pledgee and the Company shall hold one copy respectively and the other one copy shall be used for registration. The Chinese version and English version shall have equal legal validity. In the case of any conflict between the Chinese version and the English version, the Chinese version shall prevail.

[The Remainder of This Page is Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed or caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first above written.

Pledgee: Ku Tian Xia (Beijing) Information Technology Co., Ltd.

(Company Seal)

By: /s/ LI Rixue

Name: LI Rixue

Title: Legal Representative

Party B: LI Rixue

By: /s/ LI Rixue

Party C: Beijing Wo Mai Wo Pai Auction Co., Ltd.

(Company Seal)

By: /s/ LI Rixue

Name: LI Rixue

Title: Legal Representative

Exhibit 10.11

Exclusive Option Agreement

This Exclusive Option Agreement ("Agreement") is executed by and among the following Parties as of September 15th, 2014 in Beijing, the People's Republic of China ("China" or the "PRC", excluding Hong Kong SAR, Macau SAR and Taiwan region solely for the purpose of this Agreement):

Party A: **Ku Tian Xia (Beijing) Information Technology Co., Ltd.**, a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing;

Party B: HUANG Zhaohui, a Chinese citizen with Identification No.: 362201197407310629, with his residence at No. 133, Gulou Road, Yuanzhou Disctict, Yichun, Jiangxi Province, the PRC; and

Party C: **Beijing Wo Mai Wo Pai Auction Co., Ltd.**, a limited liability company organized and existing under the laws of the PRC, with its address at No. 9, Floor 1, Building 18, Chaoyangmen South Street, Dongcheng District, Beijing.

In this Agreement, Party A, Party B, and Party C shall each be individually referred to as a "Party", or collectively referred to as the "Parties."

Whereas:

1. Party B is a shareholder of Party C and as of the date hereof holds 10% of the equity interests of Party C, representing RMB100,000.00 in the registered capital of Party C.

2. Party A and Party B executed a Loan Agreement ("Loan Agreement") on September 15th, 2014, according to which Party A confirmed that it provided to Party B a loan in the amount of RMB100,000.00, to be used for the purpose of subscribing the registered capital of Party C.

After mutual discussions and negotiations, the Parties have now reached the following agreement:

1. Sale and Purchase of Equity Interest

1.1 Option Granted

In consideration of the payment of RMB 10.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A an irrevocably and exclusive right to purchase, or designate one or more persons (each, a "Designee") to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "Equity Interest Purchase Option").

Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

1.2 Steps for Exercise of the Equity Interest Purchase Option

Subject to the provisions of the laws and regulations of China, Party A may exercise the relevant Equity Interest Purchase Option by issuing a written notice to Party B (the "Equity Interest Purchase Option Notice"), specifying: (a) Party A's or the Designee's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the "Optioned Interests"); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

1.3 Equity Interest Purchase Price

The purchase price of all equity interests held by Party B in Party C purchased by Party A by exercising the Equity Interest Purchase Option shall be RMB100,000.00; if Party A exercises the Equity Interest Purchase Option to purchase part of the equity interests held by Party B in Party C, the purchase price shall be calculated on a pro rata basis. If PRC law requires a minimum price higher than the aforementioned price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the "Equity Interest Purchase Price").

1.4 Transfer of Optioned Interests

For each exercise of the Equity Interest Purchase Option:

1.4.1 Party B shall cause Party C to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving the transfer of the Optioned Interests from Party B to Party A and/or the Designee(s);

1.4.2 Party B shall obtain written statements from other shareholder(s) giving consent to the transfer of the Optioned Interests to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (as the case may be), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney. "Party B's Equity Interest Pledge Agreement" as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among the Parties on the date hereof and any modifications, amendments, and restatements thereto. "Party B's Power of Attorney" as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

1.5 Payment

The Parties have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its equity interests in Party C shall be used for repayment of the loan provided by Party A in accordance with the Loan Agreement. Accordingly, upon exercise of the Equity Interest Purchase Option, Party A may elect to make the payment of the Equity Interest Purchase Price through the cancellation of the outstanding amount of the loan owed by Party B to Party A, in which case Party A shall not be required to pay any additional purchase price to Party B, unless the Equity Interest Purchase Price set forth herein is required to be adjusted in accordance with the applicable laws and regulations.

2. Covenants

2.1 Covenants regarding Party C

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs;

2.1.3 Without the prior written consent of Party A, they shall not, at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C of more than RMB500,000.00 or legal or beneficial interest in the material business or revenues of Party C, or allow the encumbrance thereon of any security interests;

2.1.4 Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for

account payables incurred in the ordinary course of business other than through loans;

2.1.5 They shall always operate all of Party C's businesses within the normal business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

2.1.6 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000.00 shall be deemed a major contract);

2.1.7 Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;

2.1.8 They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;

2.1.9 If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;

2.1.10 Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;

2.1.11 They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;

2.1.12 To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

2.1.13 Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;

2.1.14 At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.

2.1.15 Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and

2.1.16 Unless otherwise required by PRC law, Party C shall not be dissolved or liquated without prior written consent by Party A.

2.2 Covenants of Party B

Party B hereby covenants to the following:

2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;

2.2.2 Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;

2.2.3 Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;

2.2.4 Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;

2.2.5 Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;

2.2.6 To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

2.2.7 Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;

2.2.8 Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C from time to time in future to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;

2.2.9 Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under PRC law; and

2.2.10 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B and Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject

to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.

3. Representations and Warranties

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

3.1 They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder (each,

a "Transfer Contract"), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

3.2 Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

3.3 The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws; (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which any Party hereto is a party or which are binding on any Party, or constitute any breach under any contracts or instruments to which any Party hereto is a party or which are binding on any Party; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to any Party; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to any Party;

3.4 Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;

3.5 Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

3.6 Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

3.7 Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

3.8 There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

4. Effective Date and Term

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

5. Governing Law and Dispute Resolution

5.1 Governing Law

The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

5.2 Methods of Dispute Resolution

In the event of any dispute with respect to the construction andperformance of this Agreement, the Parties shall first resolve the disputethrough friendly negotiations. In the event the Parties fail to reach anagreement on the dispute within 30 days aftereither Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with itsarbitration rules. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all Parties.

6. Taxes and Fees

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with PRC law in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions

contemplated under this Agreement and the Transfer Contracts.

7. Notices

7.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A: **Ku Tian Xia (Beijing) Information Technology Co., Ltd.**

Address: Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

Attn: Li Rixue

Party B: HUANG Zhaohui

Address: Suite 2405, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

Party C: **Beijing Wo Mai Wo Pai Auction Co., Ltd.**

Address: No. 9, Floor 1, Building 18, Chaoyangmen South Street, Dongcheng District, Beijing

Attn: Li Rixue

7.3 Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

8. Confidentiality

The Parties acknowledge that the existence and the terms of this Agreement, and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the prior written consent of other Parties, it

shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be featured in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels, or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels, or financial advisors shall be bound by the confidential obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, directors, employees of, or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and that Party shall be held liable for breach of this Agreement.

9. Further Warranties

The Parties agree to promptly execute the documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and to take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

10. Breach of Agreement

10.1 If Party B and/or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B and/or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 Party B and/or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

11. Miscellaneous

11.1 Amendments, changes, and supplements

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties.

11.2 Entire agreement

Except for the amendments, supplements, or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations, and contracts reached with respect to the subject matter of this Agreement.

11.3 Headings

The headings of this Agreement are written for convenience only, and shall not be used to interpret, explain, or otherwise affect the meanings of the provisions of this Agreement.

11.4 Language

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity. In the case of any conflict between the Chinese version and the English version, the Chinese version shall prevail.

11.5 Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 Successors

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

11.7 Survival

11.7.1 Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 The provisions of Sections 5, 8, 10 and this Section 11.7 shall survive the termination of this Agreement.

11.8 Waivers

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[The Remainder of This Page is Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed and caused their respective authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

Party A: Ku Tian Xia (Beijing) Information Technology Co., Ltd.

(Company Seal)

By: /s/ LI Rixue

Name: LI Rixue

Title: Legal Representative

Party B: HUANG Zhaohui

By: /s/ HUANG Zhaohui

Party C: Beijing Wo Mai Wo Pai Auction Co., Ltd.

(Company Seal)

By: /s/ LI Rixue

Name: LI Rixue

Title: Legal Representative

Signature Page to Exclusive Option Agreement

Exclusive Option Agreement

This Exclusive Option Agreement ("Agreement") is executed by and among the following Parties as of September 15 in Beijing, the People's Republic of China ("China" or the "PRC", excluding Hong Kong SAR, Macau SAR and Taiwan region solely for the purpose of this Agreement):

Party A: **Ku Tian Xia (Beijing) Information Technology Co., Ltd.**, a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing;

Party B: LI Rixue, a Chinese citizen with Identification No.: 362201197406073879, with his residence at No. 133, Gulou Road, Yuanzhou Disctict, Yichun, Jiangxi Province, the PRC; and

Party C: **Beijing Wo Mai Wo Pai Auction Co., Ltd.**, a limited liability company organized and existing under the laws of the PRC, with its address at No. 9, Floor 1, Building 18, Chaoyangmen South Street, Dongcheng District, Beijing.

In this Agreement, Party A, Party B, and Party C shall each be individually referred to as a "Party", or collectively referred to as the "Parties."

Whereas:

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1. Party B is a shareholder of Party C and as of the date hereof holds 90% of the equity interests of Party C, representing RMB900,000.00 in the registered capital of Party C.

2. Party A and Party B executed a Loan Agreement ("Loan Agreement") on August 1st, 2014, according to which Party A confirmed that it provided to Party B a loan in the amount of RMB900,000.00, to be used for the purpose of subscribing the registered capital of Party C.

After mutual discussions and negotiations, the Parties have now reached the following agreement:

1. Sale and Purchase of Equity Interest

1.1 Option Granted

In consideration of the payment of RMB 10.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A an irrevocably and exclusive right to purchase, or designate one or more persons (each, a "Designee") to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "Equity Interest Purchase Option").

Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

1.2 Steps for Exercise of the Equity Interest Purchase Option

Subject to the provisions of the laws and regulations of China, Party A may exercise the relevant Equity Interest Purchase Option by issuing a written notice to Party B (the "Equity Interest Purchase Option Notice"), specifying: (a) Party A's or the Designee's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the "Optioned Interests"); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

1.3 Equity Interest Purchase Price

The purchase price of all equity interests held by Party B in Party C purchased by Party A by exercising the Equity Interest Purchase Option shall be RMB900,000.00; if Party A exercises the Equity Interest Purchase Option to purchase part of the equity interests held by Party B in Party C, the purchase price shall be calculated on a pro rata basis. If PRC law requires a minimum price higher than the aforementioned price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the "Equity Interest Purchase Price").

1.4 Transfer of Optioned Interests

For each exercise of the Equity Interest Purchase Option:

1.4.1 Party B shall cause Party C to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving the transfer of the Optioned Interests from Party B to Party A and/or the Designee(s);

1.4.2 Party B shall obtain written statements from other shareholder(s) giving consent to the transfer of the Optioned Interests to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (as the case may be), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney. "Party B's Equity Interest Pledge Agreement" as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among the Parties on the date hereof and any modifications, amendments, and restatements thereto. "Party B's Power of Attorney" as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

1.5 Payment

The Parties have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its equity interests in Party C shall be used for repayment of the loan provided by Party A in accordance with the Loan Agreement. Accordingly, upon exercise of the Equity Interest Purchase Option, Party A may elect to make the payment of the Equity Interest Purchase Price through the cancellation of the outstanding amount of the loan owed by Party B to Party A, in which case Party A shall not be required to pay any additional purchase price to Party B, unless the Equity Interest Purchase Price set forth herein is required to be adjusted in accordance with the applicable laws and regulations.

2. Covenants

2.1 Covenants regarding Party C

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs;

2.1.3 Without the prior written consent of Party A, they shall not, at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C of more than [RMB500,000.00] or legal or beneficial interest in the material business or revenues of Party C, or allow the encumbrance thereon of any security interests;

2.1.4 Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for

account payables incurred in the ordinary course of business other than through loans;

2.1.5 They shall always operate all of Party C's businesses within the normal business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

2.1.6 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000.00 shall be deemed a major contract);

2.1.7 Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;

2.1.8 They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;

2.1.9 If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;

2.1.10 Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;

2.1.11 They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;

2.1.12 To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

2.1.13 Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;

2.1.14 At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.

2.1.15 Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and

2.1.16 Unless otherwise required by PRC law, Party C shall not be dissolved or liquated without prior written consent by Party A.

2.2 Covenants of Party B

Party B hereby covenants to the following:

2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;

2.2.2 Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;

2.2.3 Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;

2.2.4 Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;

2.2.5 Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;

2.2.6 To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

2.2.7 Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;

2.2.8 Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C from time to time in future to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;

2.2.9 Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under PRC law; and

2.2.10 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B and Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.

3. Representations and Warranties

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

3.1 They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder (each,

a "Transfer Contract"), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

3.2 Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

3.3 The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws; (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which any Party hereto is a party or which are binding on any Party, or constitute any breach under any contracts or instruments to which any Party hereto is a party or which are binding on any Party; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to any Party; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to any Party;

3.4 Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;

3.5 Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

3.6 Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

3.7 Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

3.8 There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

4. Effective Date and Term

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

5. Governing Law and Dispute Resolution

5.1 Governing Law

The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

5.2 Methods of Dispute Resolution

In the event of any dispute with respect to the construction andperformance of this Agreement, the Parties shall first resolve the disputethrough friendly negotiations. In the event the Parties fail to reach anagreement on the dispute within 30 days aftereither Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with itsarbitration rules. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all Parties.

6. Taxes and Fees

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with PRC law in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

7. Notices

7.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A: **Ku Tian Xia (Beijing) Information Technology Co., Ltd.**

Address: Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

Attn: Li Rixue

Party B: LI Rixue

Address: Suite 2405, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

Party C: **Beijing Wo Mai Wo Pai Auction Co., Ltd.**

Address: No. 9, Floor 1, Building 18, Chaoyangmen South Street, Dongcheng District, Beijing

Attn: Li Rixue

7.3 Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

8. Confidentiality

The Parties acknowledge that the existence and the terms of this Agreement, and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the prior written consent of other Parties, it

shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be featured in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or

regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels, or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels, or financial advisors shall be bound by the confidential obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, directors, employees of, or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and that Party shall be held liable for breach of this Agreement.

9. Further Warranties

The Parties agree to promptly execute the documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and to take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

10. Breach of Agreement

10.1 If Party B and/or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B and/or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 Party B and/or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

11. Miscellaneous

11.1 Amendments, changes, and supplements

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties.

11.2 Entire agreement

Except for the amendments, supplements, or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations, and contracts reached with respect to the subject matter of this Agreement.

11.3 Headings

The headings of this Agreement are written for convenience only, and shall not be used to interpret, explain, or otherwise affect the meanings of the provisions of this Agreement.

11.4 Language

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity. In the case of any conflict between the Chinese version and the English version, the Chinese version shall prevail.

11.5 Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 Successors

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

11.7 Survival

11.7.1 Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 The provisions of Sections 5, 8, 10 and this Section 11.7 shall survive the termination of this Agreement.

11.8 Waivers

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[The Remainder of This Page is Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed and caused their respective authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

Party A: Ku Tian Xia (Beijing) Information Technology Co., Ltd.
(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue
Title: Legal Representative

Party B: LI Rixue

By: /s/ LI Rixue

Party C: Beijing Wo Mai Wo Pai Auction Co., Ltd.
(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue
Title: Legal Representative

Power of Attorney

I, HUANG Zhaohui, a People's Republic of China ("China" or the "PRC", excluding Hong Kong SAR, Macau SAR and Taiwan region for the purpose of this Power of Attorney) citizen with PRC Identification Card No.: 362201197407310629, and the holder of 10% equity interests representing RMB100,000.00 of the entire registered capital in Beijing Wo Mai Wo Pai Auction Co., Ltd. ("Company", a limited liability company incorporated and registered in Beijing, the PRC, with its Business License No.: 110101017889908) as of the date when the Power of Attorney is executed, hereby irrevocably authorizes Ku Tian Xia (Beijing) Information Technology Co., Ltd. ("WFOE", a wholly foreign owned enterprise incorporated and registered in Beijing, the PRC, with its Business License No.: 110000450172811) to exercise the following rights relating to all equity interests held by me now and in the future in the Company ("My Shareholding") during the term (the "Term") of this Power of Attorney:

The WFOE is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of the Company; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and the Articles of Association of the Company, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole; and 3) designating and appointing on my behalf the legal representatives, directors, supervisors, chief executive officers, and other senior management members of the Company.

Without limiting the generality of the powers granted hereunder, the WFOE shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among myself, the WFOE, and the Company on September 15th, 2014 and the Equity Pledge Agreement entered into by and among me, the WFOE, and the Company on September 15th, 2014 (including any modifications, amendments, and restatements thereto, collectively referred to as the "Transaction Documents"), and perform the terms of the Transaction Documents.

All the actions associated with My Shareholding conducted by the WFOE shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE.

The WFOE is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to me or obtaining my prior consent. However, if required by PRC laws, the WFOE shall designate a PRC citizen to exercise the aforementioned rights.

This Power of Attorney shall be valid as of the date when it is executed. During the term that I am a shareholder of the Company (the "Term"), this Power of Attorney shall be irrevocable and continuously effective.

During the Term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE through this Power of Attorney, and shall not exercise such rights by myself.

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

Authorized by:
HUANG Zhaohui

By: /s/ Huang Zhaohui

Accepted by :
Beijing Wo Mai Wo Pai Auction Co., Ltd.
(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue
Title: Legal Representative

Acknowledged by:
Ku Tian Xia (Beijing) Information Technology Co., Ltd.
(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue
Title: Legal Representative

Power of Attorney

I, LI Rixue, a People's Republic of China ("China" or the "PRC", excluding Hong Kong SAR, Macau SAR and Taiwan region for the purpose of this Power of Attorney) citizen with PRC Identification Card No.: 362201197406073879, and the holder of 90% equity interests representing RMB900,000.00 of the entire registered capital in Beijing Wo Mai Wo Pai Auction Co., Ltd. ("Company", a limited liability company incorporated and registered in Beijing, the PRC, with its Business License No.: 110101017889908) as of the date when the Power of Attorney is executed, hereby irrevocably authorizes Ku Tian Xia (Beijing) Information Technology Co., Ltd. ("WFOE", a wholly foreign owned enterprise incorporated and registered in Beijing, the PRC, with its Business License No.: 110000450172811) to exercise the following rights relating to all equity interests held by me now and in the future in the Company ("My Shareholding") during the term (the "Term") of this Power of Attorney:

The WFOE is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of the Company; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and the Articles of Association of the Company, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole; and 3) designating and appointing on my behalf the legal representatives, directors, supervisors, chief executive officers, and other senior management members of the Company.

Without limiting the generality of the powers granted hereunder, the WFOE shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among myself, the WFOE, and the Company on September 15th, 2014 and the Equity Pledge Agreement entered into by and among me, the WFOE, and the Company on September 15th (including any modifications, amendments, and restatements thereto, collectively referred to as the "Transaction Documents"), and perform the terms of the Transaction Documents.

All the actions associated with My Shareholding conducted by the WFOE shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE.

The WFOE is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to me or obtaining my prior consent. However, if required by PRC laws, the WFOE shall designate a PRC citizen to exercise the aforementioned rights.

This Power of Attorney shall be valid as of the date when it is executed. During the term that I am a shareholder of the Company (the "Term"), this Power of Attorney shall be irrevocable and continuously effective.

During the Term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE through this Power of Attorney, and shall not exercise such rights by myself.

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

Authorized by:
LI Rixue

By: /s/ LI Rixue

Accepted by :
Beijing Wo Mai Wo Pai Auction Co., Ltd.
(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue
Title: Legal Representative

Acknowledged by:
Ku Tian Xia (Beijing) Information Technology Co., Ltd.
(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue
Title: Legal Representative

Dated: September 15th, 2014

Exhibit 10.13

Loan Agreement

This Loan Agreement (the "Agreement") is made and entered into by and between the following parties on September 15th, 2014 in Beijing, the People's Republic of China ("China" or the "PRC", excluding Hong Kong SAR, Macau SAR and Taiwan region solely for the purpose of this Agreement).

(1) **Ku Tian Xia (Beijing) Information Technology Co., Ltd.** (the "Lender"), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing;

(2) **HUANG Zhaohui** (the "Borrower"), a citizen of China with Chinese Identification No.: 362201197407310629.

The Lender and the Borrower shall each be hereinafter referred to as a "Party" respectively, and they shall be collectively referred to as the "Parties."

Whereas:

1. As of the date hereof, the Borrower holds 10% of equity interests in Beijing Wo Mai Wo Pai Auction Co., Ltd. (the "Borrower Company"). All of the equity interest now held and hereafter acquired by the Borrower in the Borrower Company shall be referred to as the "Borrower Equity Interest;"

2. The Lender confirms that it agrees to provide the Borrower with a loan to be used in this Agreement. The Borrower confirms that he/she has received a loan equaling RMB 100,000.00 to be used for the purposes set forth under this Agreement.

After friendly consultation, the Parties agree as follows:

1 Loan

1.1 In accordance with the terms and conditions of this Agreement, the Lender and the Borrower hereby acknowledge that the Borrower has obtained from the Lender a loan in the amount of RMB100,000.00 (the "Loan"). The term of the Loan shall be 10 years from the effective date of this Agreement, which may be extended upon mutual written consent of the Parties. During the term of the Loan or the extended term of the Loan, the Borrower shall immediately repay the full amount of the Loan in the event that any of the following circumstances occur:

1.1.1 30 days elapse after the Borrower receives a written notice from the Lender requesting repayment of the Loan;

1.1.2 The Borrower's death, lack, or limitation of civil capacity;

1.1.3 The Borrower ceases (for any reason) to be an employee of the Lender, the Borrower Company or their affiliates;

1.1.4 The Borrower engages in or is involved in criminal activities;

1.1.5 According to the applicable laws of China, foreign investors are permitted to invest in the principle business that is currently conducted by the Borrower Company in China with a controlling stake and/or in the form of wholly foreign-owned enterprises, the relevant competent authorities of China begin to approve such investments, and the Lender exercises the exclusive option under the Exclusive Option Agreement (the "Exclusive Option Agreement") described in this Agreement.

1.2 The Loan provided by the Lender under this Agreement shall inure to the Borrower's benefit only and not to the Borrower's successor(s) or assign(s).

1.3 The Borrower agrees to accept the aforementioned Loan provided by the Lender, and hereby agrees and warrants using the Loan to make contribution to the Borrower Company at an amount equal to the registered capital the Borrow subscribes. Without the Lender's prior written consent, the Borrower shall not use the Loan for any purpose other than as set forth herein.

1.4 The Lender and the Borrower hereby agree and acknowledge that the Borrower's method of repayment shall be at the sole discretion of the Lender, and shall at the Lender's option take the form of the Borrower's transferring the Borrower Equity Interest in whole to the Lender or the Lender's designated persons (legal or natural persons) pursuant to the Lender's exercise of its right to acquire the Borrower Equity Interest under the Exclusive Option Agreement, and any proceeds from the transfer of the Borrower Equity Interest (to the extent permissible) shall be used by the Borrower to repay the Loan to the Lender, in accordance with this Agreement and in the manner designated by the Lender.

1.5 The Lender and the Borrower hereby agree and acknowledge that to the extent permitted by the applicable laws, the Lender shall have the right but not the obligation to purchase or designate other persons (legal or natural persons) to purchase the Borrower Equity Interest in part or in whole at any time, at the price stipulated in the Exclusive Option Agreement.

1.6 The Borrower also undertakes to execute an irrevocable Power of Attorney (the "Power of Attorney"), which authorizes the Lender or a legal or natural person designated by the Lender to exercise all of the Borrower's rights as a shareholder of the Borrower Company.

1.7 When the Borrower transfers the Borrower Equity Interest to the Lender or the Lender's designated person(s), in the event that the transfer price of such equity interest is equal to or lower than the principal of the Loan under this Agreement, the Loan under this Agreement shall be deemed an interest-free loan. In the event that the transfer price of such equity interest exceeds the principal of the Loan under this Agreement, the excess over the principal shall be deemed the interest of the Loan under this Agreement payable by the Borrower to the Lender.

2 Representations and Warranties

2.1 Between the date of this Agreement and the date of termination of this Agreement, the Lender hereby makes the following representations and warranties to the Borrower:

2.1.1 The Lender is a corporation duly organized and legally existing in accordance with the laws of China;

2.1.2 The Lender has the legal capacity to execute and perform this Agreement. The execution and performance by the Lender of this Agreement is consistent with the Lender's scope of business and the provisions of the Lender's corporate bylaws and other organizational documents, and the Lender has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement; and

2.1.3 This Agreement constitutes the Lender's legal, valid, and binding obligations enforceable in accordance with its terms.

2.2 Between the date of this Agreement and the date of termination of this Agreement, the Borrower hereby makes the following representations and warranties:

2.2.1 The Borrower has the legal capacity to execute and perform this Agreement. The Borrower has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement;

2.2.2 This Agreement constitutes the Borrower's legal, valid, and binding obligations enforceable in accordance with its terms; and

2.2.3 There are no disputes, litigations, arbitrations, administrative proceedings, or any other legal proceedings relating to the Borrower, nor are there any potential disputes, litigations, arbitrations, administrative proceedings, or any other legal proceedings relating to the Borrower.

3 Borrower's Covenants

3.1 As and when he/she becomes, and for so long as he/she remains a shareholder of the Borrower Company, the Borrower irrevocably covenants that during the term of this Agreement, the Borrower shall cause the Borrower Company:

3.1.1 to strictly abide by the provisions of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement (the "Exclusive Business Cooperation Agreement") to which the Borrower Company is a party, and to refrain from any action/omission that may affect the effectiveness and enforceability of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement.

3.1.2 at the request of the Lender (or a party designated by the Lender), to execute the contracts/agreements on business cooperation with the Lender (or a party designated by the Lender), and to strictly abide by such contracts/agreements;

3.1.3 to provide the Lender with all of the information on the Borrower Company's business operations and financial condition at the Lender's request;

3.1.4 to immediately notify the Lender of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the Borrower Company's assets, business, or income;

3.1.5 at the request of the Lender, to appoint any persons designated by the Lender as directors of the Borrower Company;

3.2 The Borrower covenants that during the term of this Agreement, he/she shall:

3.2.1 endeavor to keep the Borrower Company engaged in its principle businesses and to keep the specific business scope of its business license;

3.2.2 abide by the provisions of this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement (the "Equity Interest Pledge Agreement") and the Exclusive Option Agreement to which the Borrower is a party, perform his/her obligations under this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement and the Exclusive Option Agreement, and refrain from any action/omission that may affect the effectiveness and enforceability of this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement and the Exclusive Option Agreement;

3.2.3 not sell, transfer, mortgage or dispose of in any other manner the legal or beneficial interest in the Borrower Equity Interest, or allow the encumbrance thereon of any security interest, except in accordance with the Equity Interest Pledge Agreement;

3.2.4 cause any shareholders' meeting and/or the board of directors of the Borrower Company to not approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the Borrower Equity Interest, or allow the encumbrance thereon of any security interest, except to the Lender or the Lender's designated person;

3.2.5 cause any shareholders' meeting and/or the board of directors of the Borrower Company to not approve the merger or consolidation of the Borrower Company with any person, or its acquisition of or investment in any person, without the prior written consent of the Lender;

3.2.6 immediately notify the Lender of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the Borrower Equity Interest;

3.2.7 to the extent necessary to maintain his/her ownership of the Borrower Equity Interest, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defense against all claims;

3.2.8 without the prior written consent of the Lender, refrain from any action/omission that may have a material impact on the assets, business and liabilities of the Borrower Company;

3.2.9 appoint any designee of the Lender as director of the Borrower Company, at the request of the Lender;

3.2.10 to the extent permitted by the laws of China, at the request of the Lender at any time, promptly and unconditionally transfer all of the Borrower Equity Interest to the Lender or the Lender's designated representative(s) at any time, and cause the other shareholders of the Borrower Company to waive their right of first refusal with respect to the share transfer described in this Section;

3.2.11 to the extent permitted by the laws of China, at the request of the Lender at any time, cause the other shareholders of the Borrower Company to promptly and unconditionally transfer all of their equity interests to the Lender or the Lender's designated representative(s) at any time, and the Borrower hereby waives his/her right of first refusal (if any) with respect to the share transfer described in this Section;

3.2.12 in the event that the Lender purchases the Borrower Equity Interest from the Borrower in accordance with the provisions of the Exclusive Option Agreement, use such purchase price obtained thereby to repay the Loan to the Lender; and

3.2.13 without the prior written consent of the Lender, not cause the Borrower Company to supplement, change, or amend its articles of association in any manner, increase or decrease its registered capital or change its share capital structure in any manner.

4 Liability for Default

4.1 If the Borrower conducts any material breach of any term of this Agreement, the Lender shall have the right to terminate this Agreement and require the Borrower to compensate all damages; this Section 4.1 shall not prejudice any other rights of the Lender herein.

4.2 The Borrower shall not terminate this Agreement in any event unless otherwise required by the applicable laws.

4.3 In the event that the Borrower fails to perform the repayment obligations set forth in this Agreement, the Borrower shall pay an overdue interest of 0.01% per day for the outstanding payment, until the day the Borrower repays the full principal of the Loan, overdue interests and other payable amounts.

5 Notices

5.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on such notices shall be deemed to have been effectively given shall be determined as follows:

5.1.1 Notices given by personal delivery, courier service, registered mail or prepaid postage, shall be deemed effectively given on the date of delivery.

5.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

5.2 For the purpose of notices, the addresses of the Parties are as follows:

Lender:	**Ku Tian Xia (Beijing) Information Technology Co., Ltd.**
Address:	Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing
Attn:	Li Rixue
Borrower:	**HUANG Zhaohui**
Address:	Suite 2405, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

5.3 Any Party may at any time change its address for notices by having a notice delivered to the other Party in accordance with the terms hereof.

6 Confidentiality

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

7 Governing Law and Resolution of Disputes

7.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes shall be governed by the laws of China.

7.2 In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all Parties.

7.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any

dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

8 Miscellaneous

8.1 This Agreement should become effective upon execution by the Parties, and shall expire upon the date of full performance by the Parties of their respective obligations under this Agreement.

8.2 This Agreement shall be written in both Chinese and English language in two copies, each Party having one copy. The Chinese version and English version shall have equal legal validity. In the case of any conflict between the Chinese version and the English version, the Chinese version shall prevail.

8.3 This Agreement may be amended or supplemented through written agreement by and between the Lender and the Borrower. Such written amendment agreement and/or supplementary agreement executed by and between the Lender and the Borrower are an integral part of this Agreement, and shall have the same legal validity as this Agreement.

8.4 In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

8.5 The attachments (if any) to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

8.6 Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof. The provisions of Sections 4, 6, 7 and this Section 8.6 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Loan Agreement as of the date firs above written.

Lender: **Ku Tian Xia (Beijing) Information Technology Co., Ltd.**
(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue
Title: Legal Representative

Borrower: **HUANG Zhaohui**

By: /s/ HUANG Zhaohui

Loan Agreement

This Loan Agreement (the "Agreement") is made and entered into by and between the following parties on September 15th, 2014 in Beijing, the People's Republic of China ("China" or the "PRC", excluding Hong Kong SAR, Macau SAR and Taiwan region solely for the purpose of this Agreement).

(1) **Ku Tian Xia (Beijing) Information Technology Co., Ltd.** (the "Lender"), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing;

(2) **LI Rixue** (the "Borrower"), a citizen of China with Chinese Identification No.: 362201197406073879.

The Lender and the Borrower shall each be hereinafter referred to as a "Party" respectively, and they shall be collectively referred to as the "Parties."

Whereas:

1. As of the date hereof, the Borrower holds 90% of equity interests in Beijing Wo Mai Wo Pai Auction Co., Ltd. (the "Borrower Company"). All of the equity interest now held and hereafter acquired by the Borrower in the Borrower Company shall be referred to as the "Borrower Equity Interest;"

2. The Lender confirms that it agrees to provide the Borrower with a loan to be used in this Agreement. The Borrower confirms that he/she has received a loan equaling RMB 900,000.00 to be used for the purposes set forth under this Agreement.

After friendly consultation, the Parties agree as follows:

1 Loan

1.1 In accordance with the terms and conditions of this Agreement, the Lender and the Borrower hereby acknowledge that the Borrower has obtained from the Lender a loan in the amount of RMB900,000.00 (the "Loan"). The term of the Loan shall be 10 years from the effective date of this Agreement, which may be extended upon mutual written consent of the Parties. During the term of the Loan or the extended term of the Loan, the Borrower shall immediately repay the full amount of the Loan in the event that any of the following circumstances occur:

1.1.1 30 days elapse after the Borrower receives a written notice from the Lender requesting repayment of the Loan;

1.1.2 The Borrower's death, lack, or limitation of civil capacity;

1.1.3 The Borrower ceases (for any reason) to be an employee of the Lender, the Borrower Company or their affiliates;

1.1.4 The Borrower engages in or is involved in criminal activities;

1.1.5 According to the applicable laws of China, foreign investors are permitted to invest in the principle business that is currently conducted by the Borrower Company in China with a controlling stake and/or in the form of wholly foreign-owned enterprises, the relevant competent authorities of China begin to approve such investments, and the Lender exercises the exclusive option under the Exclusive Option Agreement (the "Exclusive Option Agreement") described in this Agreement.

1.2 The Loan provided by the Lender under this Agreement shall inure to the Borrower's benefit only and not to the Borrower's successor(s) or assign(s).

1.3 The Borrower agrees to accept the aforementioned Loan provided by the Lender, and hereby agrees and warrants using the Loan to make contribution to the Borrower Company at an amount equal to the registered capital the Borrow subscribes. Without the Lender's prior written consent, the Borrower shall not use the Loan for any purpose other than as set forth herein.

1.4 The Lender and the Borrower hereby agree and acknowledge that the Borrower's method of repayment shall be at the sole discretion of the Lender, and shall at the Lender's option take the form of the Borrower's transferring the Borrower Equity Interest in whole to the Lender or the Lender's designated persons (legal or natural persons) pursuant to the Lender's exercise of its right to acquire the Borrower Equity Interest under the Exclusive Option Agreement, and any proceeds from the transfer of the Borrower Equity Interest (to the extent permissible) shall be used by the Borrower to repay the Loan to the Lender, in accordance with this Agreement and in the manner designated by the Lender.

1.5 The Lender and the Borrower hereby agree and acknowledge that to the extent permitted by the applicable laws, the Lender shall have the right but not the obligation to purchase or designate other persons (legal or natural persons) to purchase the Borrower Equity Interest in part or in whole at any time, at the price stipulated in the Exclusive Option Agreement.

1.6 The Borrower also undertakes to execute an irrevocable Power of Attorney (the "Power of Attorney"), which authorizes the Lender or a legal or natural person designated by the Lender to exercise all of the Borrower's rights as a shareholder of the Borrower Company.

1.7 When the Borrower transfers the Borrower Equity Interest to the Lender or the Lender's designated person(s), in the event that the transfer price of such equity interest is equal to or lower than the principal of the Loan under this Agreement, the Loan under this Agreement shall be deemed an interest-free loan. In the event that the transfer price of such equity interest exceeds the principal of the Loan under this Agreement, the excess over the principal shall be deemed the interest of the Loan under this Agreement payable by the Borrower to the Lender.

2 <u>Representations and Warranties</u>

2.1 Between the date of this Agreement and the date of termination of this Agreement, the Lender hereby makes the following representations and warranties to the Borrower:

2.1.1 The Lender is a corporation duly organized and legally existing in accordance with the laws of China;

2.1.2 The Lender has the legal capacity to execute and perform this Agreement. The execution and performance by the Lender of this Agreement is consistent with the Lender's scope of business and the provisions of the Lender's corporate bylaws and other organizational documents, and the Lender has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement; and

2.1.3 This Agreement constitutes the Lender's legal, valid, and binding obligations enforceable in accordance with its terms.

2.2 Between the date of this Agreement and the date of termination of this Agreement, the Borrower hereby makes the following representations and warranties:

2.2.1 The Borrower has the legal capacity to execute and perform this Agreement. The Borrower has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement;

2.2.2 This Agreement constitutes the Borrower's legal, valid, and binding obligations enforceable in accordance with its terms; and

2.2.3 There are no disputes, litigations, arbitrations, administrative proceedings, or any other legal proceedings relating to the Borrower, nor are there any potential disputes, litigations, arbitrations, administrative proceedings, or any other legal proceedings relating to the Borrower.

3 <u>Borrower's Covenants</u>

3.1 As and when he/she becomes, and for so long as he/she remains a shareholder of the Borrower Company, the Borrower irrevocably covenants that during the term of this Agreement, the Borrower shall cause the Borrower Company:

3.1.1 to strictly abide by the provisions of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement (the "Exclusive Business Cooperation Agreement") to which the Borrower Company is a party, and to refrain from any action/omission that may affect the effectiveness and enforceability of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement.

3.1.2 at the request of the Lender (or a party designated by the Lender), to execute the contracts/agreements on business cooperation with the Lender (or a party designated by the Lender), and to strictly abide by such contracts/agreements;

3.1.3 to provide the Lender with all of the information on the Borrower Company's business operations and financial condition at the Lender's request;

3.1.4 to immediately notify the Lender of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the Borrower Company's assets, business, or income;

3.1.5 at the request of the Lender, to appoint any persons designated by the Lender as directors of the Borrower Company;

3.2 The Borrower covenants that during the term of this Agreement, he/she shall:

3.2.1 endeavor to keep the Borrower Company engaged in its principle businesses and to keep the specific business scope of its business license;

3.2.2 abide by the provisions of this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement (the "Equity Interest Pledge Agreement") and the Exclusive Option Agreement to which the Borrower is a party, perform his/her obligations under this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement and the Exclusive Option Agreement, and refrain from any action/omission that may affect the effectiveness and enforceability of this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement and the Exclusive Option Agreement;

3.2.3 not sell, transfer, mortgage or dispose of in any other manner the legal or beneficial interest in the Borrower Equity Interest, or allow the encumbrance thereon of any security interest, except in accordance with the Equity Interest Pledge Agreement;

3.2.4 cause any shareholders' meeting and/or the board of directors of the Borrower Company to not approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the Borrower Equity Interest, or allow the encumbrance thereon of any security interest, except to the Lender or the Lender's designated person;

3.2.5 cause any shareholders' meeting and/or the board of directors of the Borrower Company to not approve the merger or consolidation of the Borrower Company with any person, or its acquisition of or investment in any person, without the prior written consent of the Lender;

3.2.6 immediately notify the Lender of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the Borrower Equity Interest;

3.2.7 to the extent necessary to maintain his/her ownership of the Borrower Equity Interest, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defense against all claims;

3.2.8 without the prior written consent of the Lender, refrain from any action/omission that may have a material impact on the assets, business and liabilities of the Borrower Company;

3.2.9 appoint any designee of the Lender as director of the Borrower Company, at the request of the Lender;

3.2.10 to the extent permitted by the laws of China, at the request of the Lender at any time, promptly and unconditionally transfer all of the Borrower Equity Interest to the Lender or the Lender's designated representative(s) at any time, and cause the other shareholders of the Borrower Company to waive their right of first refusal with respect to the share transfer described in this Section;

3.2.11 to the extent permitted by the laws of China, at the request of the Lender at any time, cause the other shareholders of the Borrower Company to promptly and unconditionally transfer all of their equity interests to the Lender or the Lender's designated representative(s) at any time, and the Borrower hereby waives his/her right of first refusal (if any) with respect to the share transfer described in this Section;

3.2.12 in the event that the Lender purchases the Borrower Equity Interest from the Borrower in accordance with the provisions of the Exclusive Option Agreement, use such purchase price obtained thereby to repay the Loan to the Lender; and

3.2.13 without the prior written consent of the Lender, not cause the Borrower Company to supplement, change, or amend its articles of association in any manner, increase or decrease its registered capital or change its share capital structure in any manner.

4 Liability for Default

4.1 If the Borrower conducts any material breach of any term of this Agreement, the Lender shall have the right to terminate this Agreement and require the Borrower to compensate all damages; this Section 4.1 shall not prejudice any other rights of the Lender herein.

4.2 The Borrower shall not terminate this Agreement in any event unless otherwise required by the applicable laws.

4.3 In the event that the Borrower fails to perform the repayment obligations set forth in this Agreement, the Borrower shall pay an overdue interest of 0.01% per day for the outstanding payment, until the day the Borrower repays the full principal of the Loan, overdue interests and other payable amounts.

5 Notices

5.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on such notices shall be deemed to have been effectively given shall be determined as follows:

5.1.1 Notices given by personal delivery, courier service, registered mail or prepaid postage, shall be deemed effectively given on the date of delivery.

5.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

5.2 For the purpose of notices, the addresses of the Parties are as follows:

Lender:	**Ku Tian Xia (Beijing) Information Technology Co., Ltd.**
Address:	Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing
Attn:	Li Rixue
Borrower:	**LI Rixue**
Address:	Suite 2405, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

5.3 Any Party may at any time change its address for notices by having a notice delivered to the other Party in accordance with the terms hereof.

6 Confidentiality

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

7 Governing Law and Resolution of Disputes

7.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes shall be governed by the laws of China.

7.2 In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all Parties.

7.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any

dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

8 Miscellaneous

8.1 This Agreement should become effective upon execution by the Parties, and shall expire upon the date of full performance by the Parties of their respective obligations under this Agreement.

8.2 This Agreement shall be written in both Chinese and English language in two copies, each Party having one copy. The Chinese version and English version shall have equal legal validity. In the case of any conflict between the Chinese version and the English version, the Chinese version shall prevail.

8.3 This Agreement may be amended or supplemented through written agreement by and between the Lender and the Borrower. Such written amendment agreement and/or supplementary agreement executed by and between the Lender and the Borrower are an integral part of this Agreement, and shall have the same legal validity as this Agreement.

8.4 In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

8.5 The attachments (if any) to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

8.6 Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof. The provisions of Sections 4, 6, 7 and this Section 8.6 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Loan Agreement as of the date firs above written.

Lender: **Ku Tian Xia (Beijing) Information Technology Co., Ltd.**
(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue
Title: Legal Representative

Borrower: **LI Rixue**

By: /s/ LI Rixue

Exhibit 10.14

Exclusive Business Cooperation Agreement

This Exclusive Business Cooperation Agreement (this "Agreement") is made and entered into by and between the following parties on September 15, 2014 in Beijing, the People's Republic of China ("China" or the "PRC", excluding Hong Kong SAR, Macau SAR and Taiwan region solely for the purpose of this Agreement).

Party A: Ku Tian Xia (Beijing) Information Technology Co., Ltd.

Address: Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

Party B: Beijing Wo Mai Wo Pai Auction Co., Ltd.

Address: No. 9, Floor 1, Building 18, Chaoyangmen South Street, Dongcheng District, Beijing

Each of Party A and Party B shall be hereinafter individually referred to as a "Party" and collectively as the "Parties".

Whereas,

1. Party A is a wholly foreign owned enterprise established in China and has the necessary resources to provide relevant technical and consulting services hereunder;

2. Party B is a company established in China with exclusively domestic capital and is permitted to engage in the auction business by relevant PRC government authorities. The businesses conducted by Party B currently and any time during the term of this Agreement are collectively referred to as the "Principal Business";

3. Party A is willing to provide Party B with technical support, consulting services and other services (the "Exclusive Services") on an exclusive basis in relation to the Principal Business during the term of this Agreement, utilizing its advantages in technology, human resources, and information, and Party B is willing to accept such Exclusive Services provided by Party A or Party A's designee(s), each on the terms set forth herein.

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

1. **Services Provided by Party A**

1.1 Subject to the terms and conditions herein, Party B hereby appoints Party A as Party B's Exclusive Services provider to provide Party B with Exclusive Services as set forth in a comprehensive manner during the term of this Agreement, including but not limited to:

(1) Technical service and business consulting;

(2) Design, installation, daily management, maintenance and updating of computer network system, hardware and database;

(3) Licensing Party B to use any software legally owned by Party A;

(4) Technical support and training for employees of Party B;

(5) Assistance to Party B in consulting, collection and research of technology and market information (excluding market research business that wholly foreign-owned enterprises are prohibited from conducting under PRC law);

(6) Lease of equipments or properties; and

(7) Other services requested by Party B from time to time to the extent permitted under PRC law.

1.2 Party B agrees to accept all the Exclusive Services provided by Party A. Party B further agrees that unless otherwise obtaining Party A's prior written consent, during the term of this Agreement, Party B shall not directly or indirectly accept the same or any similar services provided by any third party and shall not enter into any similar cooperative relationship with any third party regarding the Exclusive Services and the relevant matters contemplated herein. The Parties acknowledge that Party A may appoint designees, who may enter into certain agreements described in Section 1.3 with Party B, to provide Party B with the Exclusive Services hereunder.

1.3 Manners of Providing Exclusive Services

1.3.1 The Parties agree that during the term of this Agreement, where necessary, Party B may further enter into technical service agreements, consulting service agreements and other agreements to specify the contents, manner, personnel, and expenses of the multiple Exclusive Services with Party A or its designees,.

1.3.2 To facilitate the performance of this Agreement, the Parties agree that Party B may enter into equipment or property lease agreements with Party A or its designees granting Party B to use Party A's relevant equipment or property from time to time during the term of this Agreement, as the case may be, based on the needs of the business of Party B.

1.3.3 Party B hereby grants to Party A an irrevocable and exclusive option to purchase from Party B, at Party A's sole discretion, any or all of the assets and business of Party B, to the extent permitted under PRC law, at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets or business transfer agreement, specifying the terms and conditions of the transfer thereunder.

2. **The Calculation and Payment of the Service Fees**

2.1 The fees payable by Party B to Party A regarding the Exclusive Services (the "Service Fee") during the term of this Agreement shall be calculated as follows:

2.1.1 Party B shall pay Service Fee to Party A on a monthly basis, which shall consist of management fee and service fee as determined by the Parties through consultations regarding the following factors:

(1) Complexity and difficulty of the services provided by Party A;

(2) Title of and time consumed by employees of Party A providing the services;

(3) Contents and commercial value of the services provided by Party A;

(4) Market price of the same type of services;

(5) Status of operation of Party B.

2.1.2 If Party A transfers technology to Party B or conducts software or other technological development as entrusted by Party B or leases equipments or properties to Party B, the technology

transfer price, entrusted development fees or rent shall be determined by the Parties based on the actual situations.

3. **Intellectual Property Rights and Confidentiality Clauses**

3.1 Party A shall have exclusive and proprietary ownership, rights and interests in any and all intellectual properties arising out of or created during the performance of this Agreement, including but not limited to copyrights, patents, patent application rights, software, trade secrets, commercial secrets and other rights and interests. Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, provide all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A at its sole discretion for the purposes of vesting in Party A any ownership, right or interest of any such intellectual property rights, and/or perfecting the protection of any such intellectual property rights for the benefit of Party A.

3.2 The Parties acknowledge that the existence of this Agreement, the terms and provisions hereunder and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the prior written consent of the other Party, it shall not disclose any relevant

confidential information to any third party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

4. **Representations and Warranties**

4.1 Party A hereby represents, warrants and covenants as follows:

4.1.1 Party A is a wholly foreign owned enterprise legally established and validly existing in accordance with PRC law.

4.1.2 Party A has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from any third parties and government authorities (if required) for the execution, delivery and performance of this Agreement. Party A's execution, delivery and performance of this Agreement do not violate any explicit provisions under PRC law.

4.1.3 This Agreement constitutes Party A's legal, valid and binding obligations, enforceable against it in accordance with the terms and provisions hereunder.

4.2 Party B hereby represents, warrants and covenants as follows:

4.2.1 Party B is a company legally established and validly existing in accordance with PRC law and has obtained and will maintain all the requisite governmental permits and licenses to engage in the Principal Business.

4.2.2 Party B has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and governmental authorities (if required) for the execution, delivery and performance of this Agreement. Party B's execution, delivery and performance of this Agreement do not violate any explicit provisions under PRC law.

4.2.3 This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it in accordance with the terms and provisions hereunder.

5. **Term of Agreement**

5.1 This Agreement shall become effective upon execution by the Parties. Unless otherwise terminated in accordance with the provisions herein or terminated in writing by Party A, this Agreement shall remain effective.

5.2 During the term of this Agreement, each Party shall timely renew its business term prior to the expiration thereof so as to enable this Agreement to remain continuously effective. This Agreement shall be terminated as of the expiration date of the business term of a Party if the application for the renewal of its business term is not permitted or approved by any competent government authorities.

5.3 The rights and obligations of the Parties under Sections 3, 6, 7 and this Section 5.3 shall survive the termination of this Agreement.

6. **Governing Law and Resolution of Disputes**

6.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by PRC law.

6.2 In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on both Parties.

6.3 Upon the occurrence of any dispute arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties shall continue to exercise their respective rights and perform their respective obligations under this Agreement.

7. **Breach and Indemnification**

7.1 If Party B conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or request damages from Party B. This Section 7.1 shall not prejudice any other rights of Party A herein.

7.2 Unless otherwise required by applicable laws, Party B shall not have any right to terminate this Agreement in any event.

7.3 Party B shall indemnify and hold harmless Party A from and against any and all losses, damages, liabilities or expenses arising from or incurred by any lawsuits, claims or other demands against Party A in the process of providing the Exclusive Services by Party A to Party B under this Agreement, unless such losses, damages, liabilities or expenses otherwise result from the gross negligence or willful misconduct of Party A.

8. **Force Majeure**

8.1 In the case of any force majeure events ("Force Majeure Event") such as earthquake, typhoon, flood, fire, epidemic, war, strikes or any other events that cannot be predicted and are unpreventable and unavoidable by the affected Party, preventing such affected Party from performing this Agreement in whole or in part, such affected Party shall deliver the other Party a written notice without any delay, and shall provide details evidencing the reasons for its failure of the performance of this Agreement in whole or in part arising from such Force Majeure Event within 15 days upon the delivery of such notice.

8.2 If the Party claiming a Force Majeure Event fails to notify and provide adequate proof to the other Party subject to Section 8.1, such Party shall not be exempted from its failure of performance of its obligations in whole or in part hereunder. The Party so affected by the Force Majeure Event shall use reasonable efforts to minimize the consequences arising from such Force Majeure Event and to promptly resume the performance hereunder whenever the causes of exempting such non-performance are cured. Should the Party so affected by the Force Majeure Event fail to resume the performance hereunder when the causes of such excuse are cured, such Party shall be liable to the other Party.

8.3 In the event of a Force Majeure Event, the Parties shall immediately consult with each other to find an equitable solution and shall use all as reasonable efforts as possible to minimize the consequences arising from such Force Majeure Event.

9. **Notification**

9.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

9.1.1 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of receipt or refusal at the address specified for notices.

9.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 For the purpose of notices, the addresses of the Parties are as follows:

Party A: **Ku Tian Xia (Beijing) Information Technology Co., Ltd.**

Address: Suite 2407, Building 31, No. 25, Yuetan North Street, Xicheng District, Beijing

Attn: Li Rixue

Party B: **Beijing Wo Mai Wo Pai Auction Co., Ltd.**

Address: No. 9, Floor 1, Building 18, Chaoyangmen South Street, Dongcheng District, Beijing

Attn: Li Rixue

9.3 Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with Section 9 hereof.

10. **Assignment**

10.1 Without Party A's prior written consent, Party B shall not assign its rights and obligations in whole or in part under this Agreement to any third party.

10.2 Party B hereby agrees that Party A may assign its obligations and rights under this Agreement to any third party and in case of such assignment, Party A is only required to give a written notice to Party B without any need of obtaining any consent from Party B for such assignment.

11. **Severability**

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

12. **Amendments and Supplements**

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplemental agreements that have been executed by the Parties in relation to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

13. **Language and Counterparts**

This Agreement is written in both Chinese and English language in two copies, each Party having one copy. The Chinese version and English version shall have equal legal validity. In the case of any conflict between the Chinese version and the English version, the Chinese version shall prevail.

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

Party A: Ku Tian Xia (Beijing) Information Technology Co., Ltd.

(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue
Title: Legal Representative

Party B: Beijing Wo Mai Wo Pai Auction Co., Ltd.

(Company Seal)

By: /s/ LI Rixue
Name: LI Rixue
Title: Legal Representative

Exhibit 10.15

Supplemental Agreement to Exclusive Business Cooperation Agreement

This Supplemental Agreement to Exclusive Business Cooperation Agreement (this "Agreement") is made and entered into in Beijing, China on March 26, 2015 by and between:

Party A: Kutianxia (Beijing) Information Technology Limited

Party B: Beijing Secoo Trading Limited (formerly Beijing Secoo Consignment Limited)

The above mentioned parties shall be hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

The Parties jointly signed an Exclusive Business Cooperation Agreement (the "Original Agreement") on the date of May 24, 2011 (the "Date of Original Agreement") whereby Party A agrees to provide Party B with exclusive technical support, consulting and other services during the term and other related matters. Now the Parties agree to make the following supplements and amendments to the Original Agreement through amicable negotiations:

1. Amendments to Exclusive Business Cooperation Agreement

1.1 Article 2 (*Calculation and Payment of Service Fee*) of the Original Agreement is now amended as:

The Parties agree that, Party A shall issue the bill to Party B quarterly pursuant to the workload and commercial value of its technical service provided to Party B and the price determined by Party A at its sole discretion, and Party B shall pay the corresponding consulting service fee to Party A on the date and in the amount as specified in the bill. Party A has the right at any time to adjust the standard of the consulting service fee in accordance with the quantity and content of its consulting service provided to Party B.

Within fifteen (15) days from the end of each fiscal year, Party B shall provide Party A with the financial statements of the year and all the business records, business contracts and financial information required for preparing the financial statements. If Party A questions the financial information provided by Party B, it may appoint a reputable independent accountant to audit the relevant information, and Party B shall make corresponding assistance.

2. Others

2.1 This Agreement shall come into effect retrospectively from the Date of Original Agreement. The Parties agree and acknowledge that, if any provision of the Original Agreement is in conflict with any terms of this Agreement, the provisions of this Agreement shall prevail; for any matters in respect of which no special arrangement has been made in this Agreement, the Parties shall act in accordance

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with the provisions of the Original Agreement; the invalidity or unenforceability of any portion or term of this Agreement for any reason whatsoever shall have no prejudice to the validity of the remaining portions or terms of this Agreement.

2.2 Unless otherwise expressly stated in the context, the terms used in this Agreement shall have the same meanings as they are ascribed to in the Original Agreement.

2.3 Any reference made in this Agreement to relevant provisions of the Original Agreement, if the numbering of the provisions has been adjusted, shall refer to the adjusted numbering.

2.4 Any modification or amendment to this Agreement shall be made in writing and become effective only upon the signing of the same by the Parties.

2.5 This Agreement is made in duplicate, with each party holding one copy and the two copies having the same legal effect.

Party A: Kutianxia (Beijing) Information Technology Limited (Company Seal)

Legal representative or authorized representative: /s/ SEAL

Party B: Beijing Secoo Trading Limited (Company Seal)

Legal representative or authorized representative: /s/ SEAL

Exhibit 10.16

Amendment Agreement to the Exclusive Business Cooperation Agreement

This Amendment Agreement to the Exclusive Business Cooperation Agreement (this "***Agreement***") is entered into by and between the following parties on March 26, 2015, in the city of Beijing, the People's Republic of China (the "***PRC***").

Party A: Ku Tian Xia (Beijing) Information Technology Co., Ltd.

Party B: Beijing Womaiwopai Auction Co., Ltd.

Each party shall be hereinafter referred to as a "**Party**" respectively, and as the "**Parties**" collectively.

Whereas:

The Parties have entered into an Exclusive Business Cooperation Agreement (the "***Original Agreement***") on September 15, 2014 (the "***Execution Date of Original Agreement***"), pursuant to which Party A shall provide exclusive technical support, consultation and other services to Party B. Hereinafter, through friendly negotiation, the Parties agree as follows:

Amend Exclusive Business Cooperation Agreement

1.1 The Article 2.1.1 of Original Agreement shall be amended to as follows:

Party B shall pay Service Fee to Party A on a monthly basis which shall consist of management fee and service fee as determined at the sole discretion of Party A based on the following factors:

(1) Complexity and difficulty of the services provided by Party A;

(2) Title of and time consumed by the employees of Party A providing the services;

(3) Contents and commercial value of the services provided by Party A;

(4) Market price of the same type of service.

1.2 The Article 2.1.2 of Original Agreement shall be amended to as follows:

If Party A transfers technology to Party B or conducts software or other technological development as entrusted by Party B or lease equipment properties to Party B, the technology transfer price, entrusted development fees or rent shall be determined by Party A based on the actual situations.

Miscellaneous

2.1 Both Parties agree that with effect from the Execution Date of the Original Agreement, this Agreement shall take effect upon duly execution by both Parties. The Parties agrees that if there is any inconsistency between this Agreement and the Original Agreement, this Agreement shall prevail. Except to the extent amended by this Agreement the terms and provisions of the Original Agreement shall remain in full force and effect and shall be implemented by all Parties. The invalidity and unenforceability of any provision in this Agreement shall not affect the validity of any of the other provisions herein.

2.2 Unless otherwise specified this Agreement, the words used in this Agreement, shall have the same meaning when used in the Original Agreement.

2.3 With respect to any reference to the provisions of Original Agreement, the relevant series number shall be subject to subsequent adjustments to the Original Agreement.

2.4 This Agreement may be amended or supplemented through written agreement by and between the Parties.

2.5 This Agreement shall be written in two copies, each Party having one copy with the same legal validity.

Party A: Ku Tian Xia (Beijing) Information Technology Co., Ltd. (SEAL)

Legal representative or authorized representative: /s/ SEAL

Party B: Beijing We Mai Wo Pai Auction Co., Ltd. (SEAL)

Legal representative or authorized representative: /s/ SEAL

Exhibit 10.17

General Credit Contract

Number: GRB15217

Debtor: Beijing Secoo Trading Limited (Party A)

Domicile: Suite 2405, Building 31, No. 25, North Yuetan Street, Xicheng District, Beijing, China

And

Creditor: Xiamen International Bank Co., Ltd. Beijing Branch (Party B)

Domicile: Suites 03, 05-11, 11/F and south side of 1/F. of Zhongshang Tower, No. 5, East Sanlihe Road, Xicheng District, Beijing, China

Instructions: This Agreement is concluded by the parties hereto on the basis of equality and free will in accordance with the relevant laws and regulations, and all the clauses hereof are expression of true intention of the parties. In order to sufficiently protect the lawful rights of the Debtor, the Creditor requests the Debtor to carefully read the clauses of this Agreement, especially those in bold herein and take the contents thereof into full consideration. If there is any question or ambiguity, please promptly consult Party B or professional agency or personnel.

On the basis of negotiation, Party B agrees to provide the following comprehensive credit line for Party A. In order to define the economic liabilities of the parties, the parties hereby agree as follows:

Article 1 Total sum of credit line: RMB150,000,000,000.

Article 2 Term of credit line: The term of this credit line shall commence on September 22, 2015 and end on September 21, 2017. Any unused credit available hereunder shall become automatically null and void upon expiry of the term .

Article 3 Interest Rate and Calculation and Collection of Interest

3.1 The interest rate of any loan to be extended under this credit line shall be calculated pursuant to the following:

3.1.1 (applicable to loan subject to fixed interest rate only) the loan to be extended under this credit line shall be calculated at a fixed interest rate of 1.62% per annum.

3.1.2 Others: see Section 16.1 of the Supplement attached hereto.

3.2 Calculation and collection of interest

3.2.1 The interest shall be calculated from the date of drawdown in the method set forth under Item (1) below:

(1) (applicable to loans in RMB, USD, Euro, yen) Interest payable = actually drawdown amount x lending interest rate (per annum) x number of outstanding days/360

3.2.2 The interest shall be paid in the method set forth under below:

(1) (applicable to loans in RMB, not applicable to discount or overdraft) Within the term of this Agreement, Party B will calculate and collect interest on quarterly basis, and the accrued interest shall become due and payable on 21st day of the last month of each quarter. Any and all outstanding interest accrued upon any outstanding loan shall be fully repaid upon full repayment of such loan by Party A.

Article 4 Purpose of the Credit Line

The credit line provided under this Agreement shall be used for the purpose set forth below and, without written consent of the Creditor, may not be used for any other purpose by the Debtor.

(1) See Section 16.1 of the Supplement attached hereto.

Article 5 Use of Credit Line

5.1 Party A shall establish a current account at Party B, and every time of use of funds by Party A must be handled through the current account at Party B.

5.2 Within the validity term of the credit line, for every sum of loan, Party A shall submit a two bank business days' prior application to Party B. Party B may unilaterally decide whether to permit Party A to use this credit line, and on the basis of examination and consent by Party B, Party A may use the credit line. If, for any reason, Party B does not agree with Party A to use the credit line or does not agree to grant the loan, Party A has no right to use the credit line or require Party B to grant the loan.

5.3 Within the validity term of the credit line, the sum, term, purpose of every sum under the credit line are evidenced by business vouchers (including, without limitation, receipt for loan, and relevant business vouchers issued by Party B).

5.4 The total outstanding amount of each item under the credit line may not exceed the total amount of the credit line.

5.5 Within the term of the credit line, Party A may use this credit line on revolving basis.

5.6 (Applicable to working capital loan only) Transfer of funds of loan to any third party shall be

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made under Section 5.6.1:

5.6.1 Transfer by the Lender

Party A will entrust Party B to transfer funds of the loan disbursed to Party A's account to any counterparty of Part A whose use of the funds is in compliance with the purpose provided Under this Agreement. Party A shall be liable for any and all legal and economic liabilities arising from such entrustment.

5.7 (Applicable to working capital loan only) During transfer of the funds of loan contemplated under this Section 5.6, if Party A experiences downgrade of credit rating, deficient profitability from principal business operations or extraordinary issue in its use of the funds of the loan, the transfer of the funds of the loan shall be made under Section 5.6.1, and Party B may cease disbursement or transfer of any loan fund.

5.7 Others: see Sections 16.2 and 16.3 of the Supplement attached hereto.

Article 6 Repayment of Principal and Interest

6.1 Party A shall make due repayment of the principal and interest of any loan provided in this Agreement. Party A hereby authorizes Party B to transfer funds from any account of Party A at any branch of Xiamen International Bank to repay any principal, interest, penalty interest, compound interest, penalty and other expenses arising Under this Agreement (if any). Such funds may be in the same currency of the loan or any other currency convertible to the currency of the loan in equivalent amount.

6.2 If the funds in Party A's account fail to cover the principal, interest and other expenses (if any) due and payable Under this Agreement, Party B may decide sequence of the repayment at its discretion.

6.3 Pre-payment

(1) Prepayment of all or any part of the loan by Party A shall be subject to Party B's consent in writing.

(2) Upon prepayment, Party A shall pay up all principal, interest and other expenses (if any) due and payable as of the date of prepayment under this Agreement.

6.4 (applicable to working capital loan only) Party A shall designate an account exclusively for loan repayment and promptly report transactions of such account to Party B.

Article 7 Security

Lawful and valid security provided under Section 7.8 shall be made in order to secure performance by Party A of its obligations under this Agreement:

7.1 Other conditions of security:

See Section 16.4 of the Supplement attached hereto.

Article 8 Other Conditions

8.1 Party A shall promptly notify Party B and make repayment or provide security of the applicable loan required by Party B if:

(1) There is any change of articles of association, business scope, registered capital, address, legal representative (principal) or shareholding structure if Party A;

(2) Party A experiences serious difficulty in business operation, worsened financial conditions, closure, dissolution, liquidation or suspension, or its business license is revoked or rescinded, or it filed for bankruptcy;

(3) Party A is or may be involved in material economic dispute, litigation, or arbitration, or its assets have been seized, frozen, attached or under custody;

(4) Any of Party A's directors and existing officers is involved in material lawsuits, economic dispute or any administrative penalty from any competent authority;

(5) Party A has violated any applicable laws or regulations, regulatory rules or industrial standards regarding food safety, safe production or environmental protection, which violation has caused accident and had or could have adverse impact upon performance of its obligations Under this Agreement; or

(6) There is any other occurrence which has material adverse impact upon Party A's solvency.

8.2 During the term of this Agreement, if Party A experiences any capital reduction, contracting, leasing, shareholding restructuring, association, consolidation, merger, split, joint venture, equity transfer, external investment, material increase of debts through financing, application for suspension

of business for internal rectification, application for dissolution, or application for bankruptcy, which may affect realization of Party B's creditor's right, Party A shall notify Party B in writing 30 days in advance, obtain Party B's consent thereof, and make repayment and provide security required by Party B.

8.3 Party A shall provide information regarding financials and accounting, business operation and notes thereof to Party B on quarterly basis; Party A shall provide active support to Party B and subject itself to examination and supervision of its business operation, financial activities and the use of the loan lend Under this Agreement by Party B.

8.4 Party A shall obtain Party B's written consent if Party A provides any guaranty, mortgage, pledge or any other security for any third party which may affect realization of Party B's creditor's right.

8.5 Party A shall provide true report of the use of each loan to Party B, and warrant to Party B that no loan borrowed from Party B will be used for investment in securities market or futures market, or any other purpose restricted or prohibited by law.

8.6 Party B shall have the right to review and enquire about loan payment management, use and collection of the loan funds by Party A, and Party A shall provide support for supervision of applicable accounts by Party B, as well as active support and convenience for examination, enquiry, and account control by Party B.

8.13 (applicable to credit line secured by mortgage/pledge) If the collateral mortgaged or pledged for the loan hereunder experiences impairment, damage or loss, or is seized, frozen, attached, expropriated, subject to demolition or involved in title dispute, Party A shall promptly notify Party B and provide additional security acceptable to Party B.

Article 9 Representations and Warranties

Party A hereby represents and warrants to Party B that during the term of this Agreement:

9.1 Party A is a corporate body or organization established in accordance with the laws of the place where it is incorporated; it is qualified to conduct businesses included in its business license, official documents or bylaws in the place where it is incorporated or it conducts its principal businesses; it is qualified to make borrowing on its own.

9.2 Party A has obtained all authorizations or approvals required for execution of this Agreement, and execution and performance of this Agreement will not breach its articles or any applicable laws or regulations. Execution and performance of this Agreement will not conflict with any other Agreement that has been executed or is under performance.

9.3 Party A is in good standing and has proven credit track record, without any credit default or evasion of bank debts.

9.4 Party A has sound organizational structure and financial management system; it has not committed any offence in connection with its business operations for the past year; and none of its existing officers has committed any material offense.

9.5 Party A warrants the purpose of this credit line contemplated herein is proper and lawful.

9.6 All documents, information, statements and vouchers provided by Party A to Party B Under this Agreement are true, complete, accurate and valid, free from any false record, material omission, or misleading statement. The financial reports presented by Party A to Party B are prepared in accordance with applicable laws, regulations and financial accounting principles, and fairly reflect Party A's financial conditions as of the end of relevant accounting periods and Party A's business performance during such accounting periods. No material adverse change has occurred to Party A's financial conditions since the latest financial reporting date.

9.7 Party A has not concealed from Party B any event that is occurring or has occurred and may affect Party A's financial conditions or debt-repayment capacity, such as mediation, arbitration, litigation, enforcement or any other offense which may be detrimental to Party B's interests or rights.

9.8 There is no pending litigation, arbitration, other administrative proceedings or claim which may affect execution or performance of this Agreement by Party A or its repayment of the debts contemplated herein.

9.9 Party A has carefully read this Agreement and completely understands and agrees with the terms and conditions of this Agreement. Party A is voluntary to execute and perform this Agreement, and this Agreement represent expression of its whole and true intentions.

Article 10 Default Events

Occurrence of any of the following events shall constitute beach by Party A, and Party B shall be entitled to the remedies provided under this Agreement:

10.1 Party A breaches any term of this Agreement or any of its representations or warranties made hereunder;

10.2 Party A experiences any of the following circumstances which has or may affect performance of its obligations provided under this Agreement:

(1) Party A fails to repay any debt when it becomes due and payable (including any debt accelerated to become due and payable), fails to perform, or breaches any of its obligations provided under in other agreement;

(2) Party A experiences worsening of profitability, debt-repayment capability, operating capacity, cash flow or any other financials, which has or may have adverse impact upon Party A's performance of its obligations provided hereunder;

(3) Material adverse change occurs to Party A's brands, clients, marketing channels, shareholding structure, business operation, or external investment;

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(4) Party A's assets are seized, frozen, attached or under enforcement;

(5) Party A is or may be involved in any material economic dispute, litigation or arbitration;

(6) Party A is involved in any investigation or punishment by any judicial, taxation, industrial and commercial authority or any other administrative agency;

(7) There is extraordinary change of any of Party A's legal representative, actual controlling person, major individual investor, or key executive, or any of such persons is involved in any material lawsuit or his or her principal assets are under custody, or any of such persons is under investigation or restriction by any judicial authority due to alleged involvement in any criminal offense, which makes him or her impossible to perform his/her obligations;

(8) Party A experiences shutdown, closure of business, dissolution, liquidation, suspension for internal rectification, or its business license is revoked or canceled, or it has filed for bankruptcy;

(9) Party A has violated any applicable laws or regulations, regulatory rules or industrial standards regarding food safety, safe production or environmental protection, which violation has caused accident; or

(10) Other any circumstance which may have adverse impact upon realization of Party B's creditor's right provided under this Agreement.

10.3 If any one of the following events occurs to the provider of guaranty, mortgage or pledge Under this Agreement and Party A fails to provide additional security acceptable to Party B, Party A shall be deemed in default:

(1) The guarantor breaches the applicable guarantee document, or experiences worsening of credit status or any event which impairs its guarantee capability;

(2) The mortgagor breaches the applicable mortgage Agreement or makes intentional damage to the collateral, or the collateral could or has been significantly impaired, or insurance for collateral is suspended or canceled, or there is any other occurrence that is prejudicial to Party B's right in or to the mortgage;

(3) The pledgor breaches the applicable pledge document, or the collateral could or has been significantly impaired, or there is any other occurrence that is prejudicial to Party B's right in or to the pledge;

(4) Party A fails to effect formalities of registration of security with competent authorities in accordance with laws and regulations; and

(5) There is any change in the security provided Under this Agreement which is adverse to Party B's creditor's right and Party A fails to provide additional security acceptable to Party B.

Article 11. Breach Liability:

Upon occurrence of any Event of Default provided Under this Agreement, Party B will have the right to take one or more of the following measures, to which Party A has no objection:

11.1 to reduce, suspend or terminate the credit line provided hereunder or shorten the term thereof;

11.2 to cease providing any loan available hereunder;

11.3 to accelerate repayment of any outstanding loan, declare that all outstanding amount Under this Agreement becomes immediately due and payable by Party A;

11.4 If any interest payable by Party A becomes overdue (including any interest payable to Party B as loan interest, penalty interest and compound interest), in addition to performing its obligation of repayment, Party A shall pay to Party B compound interest for such overdue interest calculated at the penalty interest rate provided under Section 11.5 from the day when such interest becomes overdue;

11.5 If any part of the outstanding loan becomes overdue, in addition to paying interest calculated under Section 3.1, Party A shall pay penalty interest for such overdue loan amount calculated at a penalty interest rate equal to 50% of the interest rate provided under Section 3.1 from the day when such loan amount becomes overdue until its full repayment;

11.6 If Party A uses the loan for any purpose other than those provided hereunder, it shall pay damages for the amount of the misused loan at an interest rate equal to 100% of the interest rate provided under Section 3.1 from the day when loan is misused until its full repayment;;

11. 7 to exercise its rights in and to the security provided hereunder;

11. 8 to require Party A to provide additional security acceptable to Party B;

11.9 Party A shall bear the expenses (including but not limited to litigation costs, attorneys' fees, property preservation fees, travel expenses, enforcement fees, assessment fees, and auction fees) incurred by Party B in realizing the creditor's rights through proceedings due to occurrence of Event of Default hereunder.

11.10 Party B shall have the right to deduct corresponding amount for repayment from any and all of the accounts opened with Party B or any other branch of Xiamen International Bank Co., Ltd. if Party A fails to repay any loan principal, interest and penalty interest, compound interest and other payables when it is due and payable, until all amounts due and payable Under this Agreement are fully repaid. Deduction of any amount in another currency shall be converted into applicable currency at the exchange rate as announced by Party B.

Article 12. Assignment

12.1 Party B shall have the right to assign all or any of its rights hereunder to any third party without the consent of Party A and, upon such assignment, the assign shall have all rights auxiliary to the creditor's right provided hereunder.

12.2 Party A may not assign or transfer all or any of its rights and obligations hereunder without Party B's written consent.

Article 13. Effectiveness, Amendment and Termination

13.1 This Agreement shall take effect from the date on which the authorized signatories of Party A and Party B have signed (or sealed) and affix the official seal hereunto, and shall continue to be effective until Party A has paid off all the principal, interest, penalty interest, compound interest, liquidated damages and other fees (if any) provided hereunder.

13.2 Any amendment to this Agreement shall be made in writing and become effective upon mutual agreement between the Parties. Such amended terms and conditions constitute part of this Agreement and have the same legal effect as this Agreement. The original provision shall remain valid until the amendment thereto becomes effective.

13.3 Any amendment to or termination of this Agreement shall not affect the right of the Parties to claim damages. The provision related to dispute resolution shall survive any termination of this Agreement.

Article 14. Governing Law and Dispute Resolution

Formation, validity, interpretation, performance and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China (for purpose of this Agreement, excluding Hong Kong and Macao Special Administrative Regions and Taiwan). Any dispute arising from or relating to this Agreement shall be resolved by both parties through negotiation. If such negotiation fails, the dispute shall be subject to jurisdiction of the people's court in the place where Party B is located.

During the litigation, the Parties shall continue to perform undisputed terms of this Agreement.

Article 15. Miscellaneous

15.1 Any security documents, business vouchers (including but not limited to promissory note, and business vouchers issued by Party B) and other legal instrument related to this Agreement are integral to this Agreement.

15.2 failure, delay, or partial exercise by Party B of any of its rights hereunder shall not operate as waiver or alteration of such right or any other right, nor affect its further exercise of such right or any other right.

15.3 Invalidity or non-enforceability of any provision of this Agreement shall not affect the validity and enforceability of the other provisions and shall not affect the validity of this Agreement in entirety.

15. 4 Invalidity of this Agreement in whole or in part shall have no effect upon validity of the security terms provided hereunder.

15.5 "Affiliate", "affiliation", "related party transaction", "major individual investor" and "key management personnel" used herein shall have the same meanings defined in the *Accounting Standard for Business Enterprises No. 36—Disclosure by Affiliate(Accounting [2006] No. 3)* promulgated by the Ministry of Finance.

15.6 Headings herein are for reference only and do not constitute any interpretation of this Agreement, or limit the content and scope thereunder.

Article 16. Other matters Agreed by the Parties

See Supplement to the Comprehensive Credit Line Agreement (No. GRB15217)

Article 17. This Agreement is made in three originals, one for Party A and two for Party B, and each of originals shall be equally effective.

Article 18. Acknowledgement

The Parties have read through all the terms of this Agreement and paid special attention to those highlighted by bold. At the request of the Debtor, the creditor has provided notes for certain terms of this Contract. The Debtor is fully aware of the meanings and the legal consequences thereof, and has entered into this Agreement voluntarily.

Party A: Beijing Secoo Trading Limited (Company Seal)

Legal representative or authorized representative: /s/ SEAL

Party B: Xiamen International Bank Co., Ltd. Beijing Branch (Company Seal)

Legal representative or authorized representative: /s/ SEAL

Signed on: September 17, 2015

Signed in: Beijing

Supplement to the General Credit Contract

No. GRB15217

Article 16. Other Matters Agreed by the Parties:

16.1 The details of Section 4(1) of this Agreement are as follows: "Others: the credit line provided hereunder shall be applied for Party A's working capital purpose (operations and purchases in ordinary course of business; repayment of Party A's shareholder loans for working capital), and without the written consent of the Creditor, the Debtor may not use any loans borrowed under this credit line for any other purpose.

16.2 If Party A applies to draw down any amount under the credit line for operations and purchases in ordinary course of business provided under Section 4(1) of this Agreement, Party A shall provide documents required by Party B, including without limitation purchase contract, agreements and relevant documents. Any loan borrowed under the credit line shall be paid to counterparty provided under such contract and agreement. Party B shall have the right to decide upon provision and transfer of the loan based on its review of such contract, agreement and related documents.

16.3 If Party A applies to draw down any amount under the credit line for repayment of Party A's shareholder loans for working capital provided under Section 4(1) of this Agreement, Party A shall provide documents required by Party B, including without limitation loan Agreement between Party A and applicable shareholder, money transfer certificate, outstanding balance certificate, and loan use certificate. Any loan borrowed under the credit line shall be paid to the account of such shareholder of Party A. Party B shall have the right to decide upon provision and transfer of the loan based on its review of such documents provided by Party A and ensure the drawdown amount will be no more than the total amount of the applicable shareholder's loan.

16.4 Section 7.1 of this Agreement is as follows: Hong Kong Secoo Investment Group Limited (the "Pledgor") will pledge sufficient RMB deposits placed with Party B and any interest accrued thereon (the amount of which deposit is provided under Section 16.5 of this Agreement) for Party B's repayment of all the debts payable to A hereunder, and Party A shall have first priority to enforce such pledge (the agreement of pledge of deposit certificate will be separately provided).

16.5 As long as the credit line provided under this Agreement is available, the outstanding amount draw down by Party A under the credit line shall be no more than 97% of the amount of the

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deposit pledged by the Pledgor (i.e. pledge rate).

16.6 As long as the credit line provided under this Agreement is available and subject to terms and conditions of this Agreement, the Pledgor may pledge and Party A may draw down the credit lien in installments, provided that the term of each drawdown by Party A under the credit line shall not exceed 12 months.

16.7 Upon maturity of each loan under the credit line, Party A shall repay the loan with its own funds.

16.8 As long as the credit line provided under this Agreement is available and without Party B's written consent, Party A may not incur any additional debt or offshore security, otherwise Party A shall be deemed to have defaulted under this Agreement, and Party B shall be entitled to damages provided hereunder.

16.9 As long as the credit line provided under this Agreement is available, Party B shall have the right to adjust the interest rate set forth in Section 3.1.1 in accordance with the Bank Price Guidelines, and the adjusted interest rate shall be separately agreed upon by the Parties in writing.

This Supplement to the General Credit Contract (number GRB15217) is an integral part of the Agreement. Except for the provisions amended and supplemented in this Supplement, all other provisions of the General Credit Contract (number GRB15217) and their effect shall remain unchanged.

Exhibit 10.18

Deposit Account Pledge Agreement
(applicable to comprehensive credit line or ordinary loans)

Contract No.GRB15217

Pledgor: Hong Kong Secoo Investment Group Limited

And

Pledgee: Xiamen International Bank Co., Ltd. Beijing Branch (name of branch)

Instructions: This Agreement is concluded by the parties hereto on the basis of equality and free will in accordance with the relevant laws and regulations, and all the clauses hereof are expression of true intention of the parties. In order to sufficiently protect the lawful rights of the Pledgor, the Pledgee requests the Pledgor to carefully read the clauses of this Agreement, especially those in bold herein and take the contents thereof into full consideration. If there is any question or ambiguity, please promptly consult the Pledgee or professional agency or personnel.

In order to guarantee the performance of the General Credit Contract (hereinafter referred to as the Principal Contract) with the number GRB15217 concluded between Beijing Secoo Trading Limited (hereinafter referred to as the Debtor) and the Pledgee, and to ensure the realization of the creditor's right of the Pledgee, the Pledgor is willing to provide the Pledgee with the term deposit deposited by the Pledgor at the Pledgee and the interest thereof as security in favor of the Pledgee (hereinafter referred to as the Collateral);

Now Therefore, in accordance with the relevant laws, regulations and rules and on the basis of consensus through negotiation, the parties hereto agree as follows and intend to be bound hereby:

Article 1 Collateral

1.1 Pledged Certificate of Term Deposit

Name: o Individual term deposit certificate x Corporate term deposit certificate

Amount: CNY61,900,000.00

Deposit term: from September 18, 2015 to September 18, 2016

Confirmation of certificate of term deposit: The certificate of the term deposit has been confirmed by its issuing bank.

1.2 The redeposit or any change in account number of the above-mentioned pledged deposit will not affect the validity of the pledge. The certificate of the term deposit upon its redeposit and the certificate with changed account number will continue to be the document of entitlement to the Collateral under this Agreement.

1.3 The pledge provided under this Agreement shall be applicable to any interest arising from the Collateral.

Article 2 Coverage of Pledge Guarantee

The security provided by the Collateral hereunder shall cover the principal of RMB150,000,000.00 and the interest (including any penalty interest and compound interest), penalty, damages, expenses of custody (if any), any and all expenses of realization of its creditor's rights and pledge by the Pledgee (including, without limitation, litigation fee, arbitration fee, lawyer's fee, property preservation fee, business travel expenses, enforcement fee, evaluation fee, and auction fee) provided in the Principal Contract.

Article 3 Disposal of Collateral

3.1 Within the term of the pledge, the Pledgor may not assign, re-pledge, or otherwise dispose of the Collateral without the prior written consent of the Pledgee.

3.2 The Pledgor shall ensure that the Collateral be free from any freeze, seizure, attachment or any other litigation, or the Pledgee may immediately enforce the pledge and claim its creditor's rights thereunder, and the Pledgor shall warrant that the Pledgee has the first priority of compensation.

3.3 If the Debtor fails to perform its obligations under the Principal Contract, or the Debtor or the Pledgor fails to comply any other provision under the Principal Contract or this Agreement or any other agreement with the Pledgee, whereby the Pledgee accelerates realizing its creditor's right or the Principal Contact is held invalid after occurrence of the borrower-lender relationship contemplated thereunder, the Pledgee shall have sole discretion to dispose of the Collateral without prior disposal of or recovery of any other security provided by the Debtor or provided under the Principal Contract, if any (including, without limitation, any warranty, mortgage, pledge, letter of guarantee, or stand-by letter of credit), and the Pledgor may not object to such disposal by the Pledgee. The Pledgee may enforce its rights under the pledge by cashing out the certificate of deposit, and any proceeds from such enforcement shall be first applied to repay all debts owed by the Debtor to the Pledgee under the Principal Contract secured by the Pledgor, regardless of whether or not certificate of deposit becomes due and payable.

3.4 If the Pledgor fails to disclose the existence of any joint ownership, title dispute, seizure or attachment of the Collateral and cause any damage to the Pledgee, the Pledgor shall make full indemnity to the Pledge; if any of such circumstances which is adverse to the Pledgee's realization of its rights fails to be effectively eliminated within reasonable period of time requested by the Pledgee, the Pledgee may accelerate realizing its rights under the pledge or require the Pledgor to provide new security acceptable to the Pledgee.

3.5 If the Pledgor breaches any provision in this Agreement or any representation or warranty made by the Pledgor in this Agreement becomes inaccurate or misleading, the Pledgee shall have the right to accelerate realizing its rights under the pledge and hold the Pledgor liable for any loss incurred by the Pledge arising therefrom.

3.6 The Pledgor is under obligation to cooperate with the Pledgee in disposal of the Collateral and use the proceeds from the disposal to repay the debts secured under this Agreement.

3.7 The Pledgor agrees that the Pledgee have the right to use the proceeds from the disposal of the Collateral to repay the principal and interests and relevant expenses (if any) of the debt provided the Principal Contract.

Article 4 Amendment of Principal Contract

The Pledgor acknowledges that the Debtor and the Pledgee may amend the Principal Contract through agreement without consent of the Pledgor or any impact upon the pledge provided by the Pledgor; provided, however, that written consent of the Pledgor is required if the term of debt is extended or the principal amount of the Creditor's

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right is increased.

Article 5 Cashing out of the Deposit Certificate

5.1 If the pledged certificate of deposit is cashable with signature consistent with the signature specimen left with applicable bank, the Pledgor shall endorse the consistent signature on the back of the pledged certificate of deposit (if the pledged certificate of deposit is in the name of entity, the seal of such entity shall also be endorsed thereon); if the certificate of deposit is cashable with password or valid ID certificate, the Pledgor shall change it so that it is cashable signature consistent with the signature specimen left with bank; if the Pledgor fails to endorse the consistent signature or change the cashable method of the certificate of deposit as provided in this Section 5.1, it will not affect the Pledgee's right to take action against default provided hereunder.

5.2 Before the debts provided under the Principal Contract are fully repaid and without written consent from the Pledgee, the Pledgor may not use or cash out the pledged deposit or any interest thereof, or retrieve the certificate of deposit or apply for registered loss of the certificate, or change the signature specimen or password left with the applicable bank. The pledged certificate of deposit is subject to freeze by the Pledgee.

5.3 The Pledgor authorizes the Pledgee to cash out the certificate of term deposit or dispose of the certificate of term deposit in any other matter permitted by law (including, without limitation, cashing out the certificate of term deposit prior to its maturity) so as to repay the debts under the Principal Contract.

Article 6 Representation and Warranty by the Pledgor

6.1 The Pledgor warrants that it has lawful ownership of and the right to dispose of the Collateral, and the Collateral are free from any dispute, attachment or seizure. The Pledgor warrants that, as of the date of this Agreement, the Collateral is not subject to any security interest or assigned, granted or otherwise disposed.

6.2 The Pledgor represents that no third party has any right of offset against the Collateral.

6.3 The Pledgor has lawfully completed any and all consideration, approval, resolution, consent, registration, announcement or any other procedures required for execution of this Agreement and perfection of the pledge provided hereunder, and the Pledgor has full right to provide external guarantee free from any encumbrance.

6.4 Any and all documents and materials provided by the Pledgor to the Pledgee are authentic, accurate and complete.

6.5 Within the term of the Principal Contract, the Pledgor may not waive, re-pledge, or transfer to any third party or otherwise dispose of the Collateral without written consent of the Pledgee.

6.6 If the Pledgor changes its address or contact information, it shall notify the Pledgee thereof in writing.

The above representations and warranties shall continue to be valid during the term of this Agreement.

Article 7 Additional Collateral

(applicable to the circumstance in which the currency of the pledged deposit is different from that of the credit line offered under the Principal Contract) If the total of the principal and interest of the loan exceeds the sum of the pledged certificate of deposit due to fluctuation of the applicable exchange rate, the Pledgor shall, within three business days, increase the pledged deposit or pay additional fund to an account designated by the Pledgee, or provide any other security acceptable to the Pledgee, or pre-pay part of the principal amount under the credit line,

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so as to cover the deficiency of the pledge due to fluctuation of the applicable exchange rate. If the Pledgor fails to do so, the Pledgee shall have the right to accelerate repayment of the applicable loan and dispose of the Collateral as provided in this Agreement.

The deposit or fund so increased in the preceding paragraph shall be pledged as security in favor of the Pledgee for repayment of the debts provided under the Principal Contract.

If the currency of the deposit is different from currency under the Principal Contract, the principal provided under the credit line and the principal of the deposit shall be calculated into RMB at the real-time exchange rate published by the Pledgee.

Article 8 Dispute Resolution

Any dispute arising from or in connection with this Agreement shall be settled through negotiation and, if the negotiation fails, be submitted to the people's court having jurisdiction over the place where the Plegee is located for litigation.During the litigation, this Agreement shall continue to be performed with exception of any term under dispute.

Article 9 Miscellaneous

9.1 The Pledgor shall urge the Debtor to strictly perform its duties and obligations to the Pledgee under the Principal Contract and the legal requirements relating thereto.

9.2 If the Pledgor is involved in any criminal offense, litigation, arbitration or dispute, or the Collateral is seized, frozen or detained or involved in any title dispute which has adverse effect on the Pledgor's performance of its security obligations, the Pledgor shall immediately notify the Pledgee.

9.3 Neither party hereto may change or terminate this Agreement unilaterally.Any change or termination of this Agreement shall be agreement of the parties hereto in writing.

9.4 If the Pledgor fails to perform this Agreement due to death, loss of capacity for civil conduct, wind-up, dissolution or bankruptcy, or serious worsening of its economic conditions, it shall be deemed as event of default.

9.5 Any other matters not covered hereunder are governed by the Principal Contract.

9.6 If the Pledgee assigns its all or partial rights provided under the Principal Contract to any third party, the assignee shall have the rights of the pledge relating to the applicable creditor's right provided under this Agreement.

9.7 The validity of each clause of this Agreement will not affect that of the remainder hereof.

9.8 If the Principal Contract is held invalid, the Pledgor shall also be liable for any debt of the Debtor arising from return of applicable assets or indemnity of applicable loss to the extent of the Collateral.

9.9 The document evidencing entitlement to the Collateral and any other legal documents related to this Agreement constitute an integral part of this Agreement. The Pledgor shall deliver the document evidencing entitlement to the pledged deposit to the Pledgee on the effective date of this Agreement.

9.10 The Pledgee's failure to exercise any of its rights under the Principal Contract or this Agreement, or grant of any grace, concession, exception or tolerance relating thereto, will not operate as waiver of any of its rights provided hereunder; waiver of any of its rights provided hereunder by the Pledgee, including the pledge provided in this Agreement, shall not be valid unless it is expressly made in writing.

9.11 This Agreement is made in three originals, one held by the Pledgor and the other two held by the Pledgee.All of the originals have the same effect.

Article 10 Effectiveness of Agreement

This Agreement shall be effective upon, if the party hereto is an individual, signature by such party or, if the party hereto is an entity, signature of its legal or authorized representative or affixture of its corporate seal and signature of its legal or authorized representative. This Agreement shall remain valid until the debts owed by the Debtor to the Pledgee under the Principal Contract are fully repaid.

Article 11 Acknowledgement

Each of the parties hereto has read all the clauses of this Agreement, and paid special attention to the terms in bold herein. At the request of the Pledgor, the Pledgee has provided corresponding notes to the terms of this Agreement. The Pledgor has full knowledge and understanding of the terms hereof and their legal consequence, and signed this Agreement voluntarily.

Pledgor: /s/Liyuan Wu (on behalf of Hong Kong Secoo Investment Group Limited)

Pledgee: Xiamen International Bank Co., Ltd.(Company Seal)

Signing date: September 18, 2015

Witness: /s/Xufeng Li

Appendix to

Deposit Account Pledge Agreement

Contract No. GRB15217

9.12 The Pledgor shall ensure lawfulness, validity and conformity of the funding source of the pledged deposit as agreed under the Principal Contract and this Contract, and shall be responsible for all liabilities in connection therewith.

9.13 Article 1.1 is hereby modified to “Prior to each drawdown by the Obligor of the loans under the Principal Contract, the Pledgor shall make available in the account opened with the Pledgee a term deposit which is 1.031 times of the amount of such drawdown, for the purpose of creating pledge security for all the liabilities of the Obligor to the Pledgee under the Principal Contract, and the Certificate of Term Deposit shall be then issued by the Pledgee.

This Appendix is supplementary to the Agreement on Pledge of Deposit certificate (Contract No. GRB15217) and constitutes an integral part thereof.Except for the terms as modified and amended herein, all the other terms of the Agreement on Pledge of Deposit certificate (Contract No. GRB15217) and their effect shall remain the same.

Exhibit 10.19

Deposit Account Pledge Agreement
(applicable to general credit or ordinary loans)

Contract No. GRB15217-1

Pledgor: Hong Kong Secoo Investment Group Limited

Domicile: FLAT/RM C21/F, CENTRAL 88, 88 DES VOEUX ROAD CENTRAL HK

And

Pledgee: Xiamen International Bank Co., Ltd. Beijing Branch (name of branch)

Domicile: Suites 03, 05-11, 11/F. and south side of 1/F., Zhongshang Tower, No. 5 East Sanlihe Road, Xicheng District, Beijing, China

Instructions: This Agreement is concluded by the parties hereto on the basis of equality and free will in accordance with the relevant laws and regulations, and all the clauses hereof are expression of true intention of the parties. In order to sufficiently protect the lawful rights of the Pledgor, the Pledgee requests the Pledgor to carefully read the clauses of this Agreement, especially those in bold herein and take the contents thereof into full consideration. If there is any question or ambiguity, please promptly consult the Pledgee or professional agency or personnel.

In order to guarantee the performance of the General Credit Contract (hereinafter referred to as the Principal Contract) with the number GRB15217 concluded between Beijing Secoo Trading Limited (hereinafter referred to as the Debtor) and the Pledgee, and to ensure the realization of the creditor's right of the Pledgee, the Pledgor is willing to provide the Pledgee with the term deposit deposited by the Pledgor at the Pledgee and the interest thereof as security in favor of the Pledgee (hereinafter referred to as the Collateral);

Now Therefore, in accordance with the relevant laws, regulations and rules and on the basis of consensus through negotiation, the parties hereto agree as follows and intend to be bound hereby:

Article 1 Collateral

1.1 Pledged Certificate of Term Deposit

Name: o Individual term deposit certificate x Corporate term deposit certificate

Deposit certificate issuing institution: Xiamen International Bank Co., Ltd. Beijing Branch

Account name: Hong Kong Secoo Investment Group Limited

Amount: CNY61,900,000.00

Deposit term: from September 18, 2015 to September 18, 2016

Confirmation of certificate of term deposit: The certificate of the term deposit has been confirmed by its issuing bank.

1.2 The redeposit or any change in account number of the above-mentioned pledged deposit will not affect the validity of the pledge. The certificate of the term deposit upon its redeposit and the certificate with changed account number will continue to be the document of entitlement to the Collateral under this Agreement.

1.3 The pledge provided under this Agreement shall be applicable to any interest arising from the Collateral.

Article 2 Coverage of Pledge Guarantee

The security provided by the Collateral hereunder shall cover the principal of RMB60,000,000.00 and the interest (including any penalty interest and compound interest), penalty, damages, expenses of custody (if any), any and all expenses of realization of its creditor's rights and pledge by the Pledgee (including, without limitation, litigation fee, arbitration fee, lawyer's fee, property preservation fee, business travel expenses, enforcement fee, evaluation fee, and auction fee) provided in the Principal Contract.

Article 3 Disposal of Collateral

3.1 Within the term of the pledge, the Pledgor may not assign, re-pledge, or otherwise dispose of the Collateral without the prior written consent of the Pledgee.

3.2 The Pledgor shall ensure that the Collateral be free from any freeze, seizure, attachment or any other litigation, or the Pledgee may immediately enforce the pledge and claim its creditor's rights thereunder, and the Pledgor shall warrant that the Pledgee has the first priority of compensation.

3.3 If the Debtor fails to perform its obligations under the Principal Contract, or the Debtor or the Pledgor fails to comply any other provision under the Principal Contract or this Agreement or any other agreement with the Pledgee, whereby the Pledgee accelerates realizing its creditor's right or the Principal Contact is held invalid after occurrence of the borrower-lender relationship contemplated thereunder, the Pledgee shall have sole discretion to dispose of the Collateral without prior disposal of or recovery of any other security provided by the Debtor or provided under the Principal Contract, if any (including, without limitation, any warranty, mortgage, pledge, letter of guarantee, or stand-by letter of credit), and the Pledgor may not object to

such disposal by the Pledgee. The Pledgee may enforce its rights under the pledge by cashing out the certificate of deposit, and any proceeds from such enforcement shall be first applied to repay all debts owed by the Debtor to the Pledgee under the Principal Contract secured by the Pledgor, regardless of whether or not certificate of deposit becomes due and payable.

3.4 If the Pledgor fails to disclose the existence of any joint ownership, title dispute, seizure or attachment of the Collateral and cause any damage to the Pledgee, the Pledgor shall make full indemnity to the Pledge; if any of such circumstances which is adverse to the Pledgee's realization of its rights fails to be effectively eliminated within reasonable period of time requested by the Pledgee, the Pledgee may accelerate realizing its rights under the pledge or require the Pledgor to provide new security acceptable to the Pledgee.

3.5 If the Pledgor breaches any provision in this Agreement or any representation or warranty made by the Pledgor in this Agreement becomes inaccurate or misleading, the Pledgee shall have the right to accelerate realizing its rights under the pledge and hold the Pledgor liable for any loss incurred by the Pledge arising therefrom.

3.6 The Pledgor is under obligation to cooperate with the Pledgee in disposal of the Collateral and use the proceeds from the disposal to repay the debts secured under this Agreement.

3.7 The Pledgor agrees that the Pledgee have the right to use the proceeds from the disposal of the Collateral to

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repay the principal and interests and relevant expenses (if any) of the debt provided the Principal Contract.

Article 4 Amendment of Principal Contract

The Pledgor acknowledges that the Debtor and the Pledgee may amend the Principal Contract through agreement without consent of the Pledgor or any impact upon the pledge provided by the Pledgor; provided, however, that written consent of the Pledgor is required if the term of debt is extended or the principal amount of the Creditor's right is increased.

Article 5 Cashing out of the Deposit Certificate

5.1 If the pledged certificate of deposit is cashable with signature consistent with the signature specimen left with applicable bank, the Pledgor shall endorse the consistent signature on the back of the pledged certificate of deposit (if the pledged certificate of deposit is in the name of entity, the seal of such entity shall also be endorsed thereon); if the certificate of deposit is cashable with password or valid ID certificate, the Pledgor shall change it so that it is cashable signature consistent with the signature specimen left with bank; if the Pledgor fails to endorse the consistent signature or change the cashable method of the certificate of deposit as provided in this Section 5.1, it will not affect the Pledgee's right to take action against default provided hereunder.

5.2 Before the debts provided under the Principal Contract are fully repaid and without written consent from the Pledgee, the Pledgor may not use or cash out the pledged deposit or any interest thereof, or retrieve the certificate of deposit or apply for registered loss of the certificate, or change the signature specimen or password left with the applicable bank. The pledged certificate of deposit is subject to freeze by the Pledgee.

5.3 The Pledgor authorizes the Pledgee to cash out the certificate of term deposit or dispose of the certificate of term deposit in any other matter permitted by law (including, without limitation, cashing out the certificate of term deposit prior to its maturity) so as to repay the debts under the Principal Contract.

Article 6 Representation and Warranty by the Pledgor

6.1 The Pledgor warrants that it has lawful ownership of and the right to dispose of the Collateral, and the Collateral are free from any dispute, attachment or seizure. The Pledgor warrants that, as of the date of this Agreement, the Collateral is not subject to any security interest or assigned, granted or otherwise disposed.

6.2 The Pledgor represents that no third party has any right of offset against the Collateral.

6.3 The Pledgor has lawfully completed any and all consideration, approval, resolution, consent, registration, announcement or any other procedures required for execution of this Agreement and perfection of the pledge provided hereunder, and the Pledgor has full right to provide external guarantee free from any encumbrance.

6.4 Any and all documents and materials provided by the Pledgor to the Pledgee are authentic, accurate and complete.

6.5 Within the term of the Principal Contract, the Pledgor may not waive, re-pledge, or transfer to any third party or otherwise dispose of the Collateral without written consent of the Pledgee.

6.6 If the Pledgor changes its address or contact information, it shall notify the Pledgee thereof in writing.

The above representations and warranties shall continue to be valid during the term of this Agreement.

Article 7 Additional Collateral

(applicable to the circumstance in which the currency of the pledged deposit is different from that of the credit line offered under the Principal Contract) If the total of the principal and interest of the loan exceeds the sum of the pledged certificate of deposit due to fluctuation of the applicable exchange rate, the Pledgor shall, within three business days, increase the pledged deposit or pay additional fund to an account designated by the Pledgee, or provide any other security acceptable to the Pledgee, or pre-pay part of the principal amount under the credit line, so as to cover the deficiency of the pledge due to fluctuation of the applicable exchange rate. If the Pledgor fails to do so, the Pledgee shall have the right to accelerate repayment of the applicable loan and dispose of the Collateral as provided in this Agreement.

The deposit or fund so increased in the preceding paragraph shall be pledged as security in favor of the Pledgee for repayment of the debts provided under the Principal Contract.

If the currency of the deposit is different from currency under the Principal Contract, the principal provided under the credit line and the principal of the deposit shall be calculated into RMB at the real-time exchange rate published by the Pledgee.

Article 8 Dispute Resolution

Any dispute arising from or in connection with this Agreement shall be settled through negotiation and, if the negotiation fails, be submitted to the people's court having jurisdiction over the place where the Plegee is located for litigation.During the litigation, this Agreement shall continue to be performed with exception of any term under dispute.

Article 9 Miscellaneous

9.1 The Pledgor shall urge the Debtor to strictly perform its duties and obligations to the Pledgee under the Principal Contract and the legal requirements relating thereto.

9.2 If the Pledgor is involved in any criminal offense, litigation, arbitration or dispute, or the Collateral is seized, frozen or detained or involved in any title dispute which has adverse effect on the Pledgor's performance of its security obligations, the Pledgor shall immediately notify the Pledgee.

9.3 Neither party hereto may change or terminate this Agreement unilaterally.Any change or termination of this Agreement shall be agreement of the parties hereto in writing.

9.4 If the Pledgor fails to perform this Agreement due to death, loss of capacity for civil conduct, wind-up, dissolution or bankruptcy, or serious worsening of its economic conditions, it shall be deemed as event of default.

9.5 Any other matters not covered hereunder are governed by the Principal Contract.

9.6 If the Pledgee assigns its all or partial rights provided under the Principal Contract to any third party, the assignee shall have the rights of the pledge relating to the applicable creditor's right provided under this Agreement.

9.7 The validity of each clause of this Agreement will not affect that of the remainder hereof.

9.8 If the Principal Contract is held invalid, the Pledgor shall also be liable for any debt of the Debtor arising from return of applicable assets or indemnity of applicable loss to the extent of the Collateral.

9.9 The document evidencing entitlement to the Collateral and any other legal documents related to this Agreement constitute an integral part of this Agreement. The Pledgor shall deliver the document evidencing entitlement to the pledged deposit to the Pledgee on the effective date of this Agreement.

9.10 The Pledgee's failure to exercise any of its rights under the Principal Contract or this Agreement, or grant of any grace, concession, exception or tolerance relating thereto, will not operate as waiver of any of its rights provided hereunder; waiver of any of its rights provided hereunder by the Pledgee, including the pledge provided in this Agreement, shall not be valid unless it is expressly made in writing.

9.11 This Agreement is made in three originals, one held by the Pledgor and the other two held by the Pledgee.All of the originals have the same effect.

Article 10 Effectiveness of Agreement

This Agreement shall be effective upon, if the party hereto is an individual, signature by such party or, if the party hereto is an entity, signature of its legal or authorized representative or affixture of its corporate seal and signature of its legal or authorized representative. This Agreement shall remain valid until the debts owed by the Debtor to the Pledgee under the Principal Contract are fully repaid.

Article 11 Acknowledgement

Each of the parties hereto has read all the clauses of this Agreement, and paid special attention to the terms in bold herein. At the request of the Pledgor, the Pledgee has provided corresponding notes to the terms of this Agreement. The Pledgor has full knowledge and understanding of the terms hereof and their legal consequence, and signed this Agreement voluntarily.

Pledgor: /s/Liyuan Wu (on behalf of Hong Kong Secoo Investment Group Limited)

Pledgee: Xiamen International Bank Co., Ltd.(Company Seal)

Signing date: September 23, 2015

Witness: /s/ Xufeng Li

Exhibit 10.20

Deposit Account Pledge Agreement
(applicable to general credit or ordinary loans)

Contract No. GRB15217-2

Pledgor: Hong Kong Secoo Investment Group Limited

Domicile: FLAT/RM C21/F, CENTRAL 88, 88 DES VOEUX ROAD CENTRAL HK

And

Pledgee: Xiamen International Bank Co., Ltd. Beijing Branch (name of branch)

Domicile: Suites 03, 05-11, 11/F. and south side of 1/F., Zhongshang Tower, No. 5 East Sanlihe Road, Xicheng District, Beijing, China

Instructions: This Agreement is concluded by the parties hereto on the basis of equality and free will in accordance with the relevant laws and regulations, and all the clauses hereof are expression of true intention of the parties. In order to sufficiently protect the lawful rights of the Pledgor, the Pledgee requests the Pledgor to carefully read the clauses of this Agreement, especially those in bold herein and take the contents thereof into full consideration. If there is any question or ambiguity, please promptly consult the Pledgee or professional agency or personnel.

In order to guarantee the performance of the General Credit Contract (hereinafter referred to as the Principal Contract) with the number GRB15217 concluded between Beijing Secoo Trading Limited (hereinafter referred to as the Debtor) and the Pledgee, and to ensure the realization of the creditor's right of the Pledgee, the Pledgor is willing to provide the Pledgee with the term deposit deposited by the Pledgor at the Pledgee and the interest thereof as security in favor of the Pledgee (hereinafter referred to as the Collateral);

Now Therefore, in accordance with the relevant laws, regulations and rules and on the basis of consensus through negotiation, the parties hereto agree as follows and intend to be bound hereby:

Article 1 Collateral

1.1 Pledged Certificate of Term Deposit

Name: o Individual term deposit certificate x Corporate term deposit certificate

Deposit certificate issuing institution: Xiamen International Bank Co., Ltd. Beijing Branch

Account name: Hong Kong Secoo Investment Group Limited

Amount: CNY31,500,000.00

Deposit term: from October 15, 2015 to October 15, 2016

Confirmation of certificate of term deposit: The certificate of the term deposit has been confirmed by its issuing bank.

1.2 The redeposit or any change in account number of the above-mentioned pledged deposit will not affect the validity of the pledge. The certificate of the term deposit upon its redeposit and the certificate with changed

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account number will continue to be the document of entitlement to the Collateral under this Agreement.

1.3 The pledge provided under this Agreement shall be applicable to any interest arising from the Collateral.

Article 2 Coverage of Pledge Guarantee

The security provided by the Collateral hereunder shall cover the principal of RMB30,000,000.00 and the interest (including any penalty interest and compound interest), penalty, damages, expenses of custody (if any), any and all expenses of realization of its creditor's rights and pledge by the Pledgee (including, without limitation, litigation fee, arbitration fee, lawyer's fee, property preservation fee, business travel expenses, enforcement fee, evaluation fee, and auction fee) provided in the Principal Contract.

Article 3 Disposal of Collateral

3.1 Within the term of the pledge, the Pledgor may not assign, re-pledge, or otherwise dispose of the Collateral without the prior written consent of the Pledgee.

3.2 The Pledgor shall ensure that the Collateral be free from any freeze, seizure, attachment or any other litigation, or the Pledgee may immediately enforce the pledge and claim its creditor's rights thereunder, and the Pledgor shall warrant that the Pledgee has the first priority of compensation.

3.3 If the Debtor fails to perform its obligations under the Principal Contract, or the Debtor or the Pledgor fails to comply any other provision under the Principal Contract or this Agreement or any other agreement with the Pledgee, whereby the Pledgee accelerates realizing its creditor's right or the Principal Contact is held invalid after occurrence of the borrower-lender relationship contemplated thereunder, the Pledgee shall have sole discretion to dispose of the Collateral without prior disposal of or recovery of any other security provided by the Debtor or provided under the Principal Contract, if

any (including, without limitation, any warranty, mortgage, pledge, letter of guarantee, or stand-by letter of credit), and the Pledgor may not object to such disposal by the Pledgee. The Pledgee may enforce its rights under the pledge by cashing out the certificate of deposit, and any proceeds from such enforcement shall be first applied to repay all debts owed by the Debtor to the Pledgee under the Principal Contract secured by the Pledgor, regardless of whether or not certificate of deposit becomes due and payable.

3.4 If the Pledgor fails to disclose the existence of any joint ownership, title dispute, seizure or attachment of the Collateral and cause any damage to the Pledgee, the Pledgor shall make full indemnity to the Pledge; if any of such circumstances which is adverse to the Pledgee's realization of its rights fails to be effectively eliminated within reasonable period of time requested by the Pledgee, the Pledgee may accelerate realizing its rights under the pledge or require the Pledgor to provide new security acceptable to the Pledgee.

3.5 If the Pledgor breaches any provision in this Agreement or any representation or warranty made by the Pledgor in this Agreement becomes inaccurate or misleading, the Pledgee shall have the right to accelerate realizing its rights under the pledge and hold the Pledgor liable for any loss incurred by the Pledge arising therefrom.

3.6 The Pledgor is under obligation to cooperate with the Pledgee in disposal of the Collateral and use the proceeds from the disposal to repay the debts secured under this Agreement.

3.7 The Pledgor agrees that the Pledgee have the right to use the proceeds from the disposal of the Collateral to repay the principal and interests and relevant expenses (if any) of the debt provided the Principal Contract.

Article 4 Amendment of Principal Contract

The Pledgor acknowledges that the Debtor and the Pledgee may amend the Principal Contract through agreement without consent of the Pledgor or any impact upon the pledge provided by the Pledgor; provided, however, that written consent of the Pledgor is required if the term of debt is extended or the principal amount of the Creditor's right is increased.

Article 5 Cashing out of the Deposit Certificate

5.1 If the pledged certificate of deposit is cashable with signature consistent with the signature specimen left with applicable bank, the Pledgor shall endorse the consistent signature on the back of the pledged certificate of deposit (if the pledged certificate of deposit is in the name of entity, the seal of such entity shall also be endorsed thereon); if the certificate of deposit is cashable with password or valid ID certificate, the Pledgor shall change it so that it is cashable signature consistent with the signature specimen left with bank; if the Pledgor fails to endorse the consistent signature or change the cashable method of the certificate of deposit as provided in this Section 5.1, it will not affect the Pledgee's right to take action against default provided hereunder.

5.2 Before the debts provided under the Principal Contract are fully repaid and without written consent from the Pledgee, the Pledgor may not use or cash out the pledged deposit or any interest thereof, or retrieve the certificate of deposit or apply for registered loss of the certificate, or change the signature specimen or password left with the applicable bank. The pledged certificate of deposit is subject to freeze by the Pledgee.

5.3 The Pledgor authorizes the Pledgee to cash out the certificate of term deposit or dispose of the certificate of term deposit in any other matter permitted by law (including, without limitation, cashing out the certificate of term deposit prior to its maturity) so as to repay the debts under the Principal Contract.

Article 6 Representation and Warranty by the Pledgor

6.1 The Pledgor warrants that it has lawful ownership of and the right to dispose of the Collateral, and the Collateral are free from any dispute, attachment or seizure. The Pledgor warrants that, as of the date of this Agreement, the Collateral is not subject to any security interest or assigned, granted or otherwise disposed.

6.2 The Pledgor represents that no third party has any right of offset against the Collateral.

6.3 The Pledgor has lawfully completed any and all consideration, approval, resolution, consent, registration, announcement or any other procedures required for execution of this Agreement and perfection of the pledge provided hereunder, and the Pledgor has full right to provide external guarantee free from any encumbrance.

6.4 Any and all documents and materials provided by the Pledgor to the Pledgee are authentic, accurate and complete.

6.5 Within the term of the Principal Contract, the Pledgor may not waive, re-pledge, or transfer to any third party or otherwise dispose of the Collateral without written consent of the Pledgee.

6.6 If the Pledgor changes its address or contact information, it shall notify the Pledgee thereof in writing.

The above representations and warranties shall continue to be valid during the term of this Agreement.

Article 7 Additional Collateral

(applicable to the circumstance in which the currency of the pledged deposit is different from that of the credit line offered under the Principal Contract) If the total of the principal and interest of the loan exceeds the sum of the

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pledged certificate of deposit due to fluctuation of the applicable exchange rate, the Pledgor shall, within three business days, increase the pledged deposit or pay additional fund to an account designated by the Pledgee, or provide any other security acceptable to the Pledgee, or pre-pay part of the principal amount

under the credit line, so as to cover the deficiency of the pledge due to fluctuation of the applicable exchange rate. If the Pledgor fails to do so, the Pledgee shall have the right to accelerate repayment of the applicable loan and dispose of the Collateral as provided in this Agreement.

The deposit or fund so increased in the preceding paragraph shall be pledged as security in favor of the Pledgee for repayment of the debts provided under the Principal Contract.

If the currency of the deposit is different from currency under the Principal Contract, the principal provided under the credit line and the principal of the deposit shall be calculated into RMB at the real-time exchange rate published by the Pledgee.

Article 8 Dispute Resolution

Any dispute arising from or in connection with this Agreement shall be settled through negotiation and, if the negotiation fails, be submitted to the people's court having jurisdiction over the place where the Plegee is located for litigation.During the litigation, this Agreement shall continue to be performed with exception of any term under dispute.

Article 9 Miscellaneous

9.1 The Pledgor shall urge the Debtor to strictly perform its duties and obligations to the Pledgee under the Principal Contract and the legal requirements relating thereto.

9.2 If the Pledgor is involved in any criminal offense, litigation, arbitration or dispute, or the Collateral is seized, frozen or detained or involved in any title dispute which has adverse effect on the Pledgor's performance of its security obligations, the Pledgor shall immediately notify the Pledgee.

9.3 Neither party hereto may change or terminate this Agreement unilaterally.Any change or termination of this Agreement shall be agreement of the parties hereto in writing.

9.4 If the Pledgor fails to perform this Agreement due to death, loss of capacity for civil conduct, wind-up, dissolution or bankruptcy, or serious worsening of its economic conditions, it shall be deemed as event of default.

9.5 Any other matters not covered hereunder are governed by the Principal Contract.

9.6 If the Pledgee assigns its all or partial rights provided under the Principal Contract to any third party, the assignee shall have the rights of the pledge relating to the applicable creditor's right provided under this Agreement.

9.7 The validity of each clause of this Agreement will not affect that of the remainder hereof.

9.8 If the Principal Contract is held invalid, the Pledgor shall also be liable for any debt of the Debtor arising from return of applicable assets or indemnity of applicable loss to the extent of the Collateral.

9.9 The document evidencing entitlement to the Collateral and any other legal documents related to this Agreement constitute an integral part of this Agreement. The Pledgor shall deliver the document evidencing entitlement to the pledged deposit to the Pledgee on the effective date of this Agreement.

9.10 The Pledgee's failure to exercise any of its rights under the Principal Contract or this Agreement, or grant of

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any grace, concession, exception or tolerance relating thereto, will not operate as waiver of any of its rights provided hereunder; waiver of any of its rights provided hereunder by the Pledgee, including the pledge provided in this Agreement, shall not be valid unless it is expressly made in writing.

9.11 This Agreement is made in three originals, one held by the Pledgor and the other two held by the Pledgee.All of the originals have the same effect.

Article 10 Effectiveness of Agreement

This Agreement shall be effective upon, if the party hereto is an individual, signature by such party or, if the party hereto is an entity, signature of its legal or authorized representative or affixture of its corporate seal and signature of its legal or authorized representative. This Agreement shall remain valid until the debts owed by the Debtor to the Pledgee under the Principal Contract are fully repaid.

Article 11 Acknowledgement

Each of the parties hereto has read all the clauses of this Agreement, and paid special attention to the terms in bold herein. At the request of the Pledgor, the Pledgee has provided corresponding notes to the terms of this Agreement. The Pledgor has full knowledge and understanding of the terms hereof and their legal consequence, and signed this Agreement voluntarily.

Pledgor: /s/ Liyuan Wu (on behalf of Hong Kong Secoo Investment Group Limited)

Pledgee: Xiamen International Bank Co., Ltd.(Company Seal)

Signing date: October 16, 2015

Witness: /s/ Xufeng Li

Exhibit 10.21

Deposit Account Pledge Agreement
(applicable to general credit or ordinary loans)

Contract No. GRB15217-3

Pledgor: Hong Kong Secoo Investment Group Limited

Domicile: FLAT/RM C21/F, CENTRAL 88, 88 DES VOEUX ROAD CENTRAL HK

And

Pledgee: Xiamen International Bank Co., Ltd. Beijing Branch (name of branch)

Domicile: Suites 03, 05-11, 11/F. and south side of 1/F., Zhongshang Tower, No. 5 East Sanlihe Road, Xicheng District, Beijing, China

Instructions: This Agreement is concluded by the parties hereto on the basis of equality and free will in accordance with the relevant laws and regulations, and all the clauses hereof are expression of true intention of the parties. In order to sufficiently protect the lawful rights of the Pledgor, the Pledgee requests the Pledgor to carefully read the clauses of this Agreement, especially those in bold herein and take the contents thereof into full consideration. If there is any question or ambiguity, please promptly consult the Pledgee or professional agency or personnel.

In order to guarantee the performance of the General Credit Contract (hereinafter referred to as the Principal Contract) with the number GRB15217 concluded between Beijing Secoo Trading Limited (hereinafter referred to as the Debtor) and the Pledgee, and to ensure the realization of the creditor's right of the Pledgee, the Pledgor is willing to provide the Pledgee with the term deposit deposited by the Pledgor at the Pledgee and the interest thereof as security in favor of the Pledgee (hereinafter referred to as the Collateral);

Now Therefore, in accordance with the relevant laws, regulations and rules and on the basis of consensus through negotiation, the parties hereto agree as follows and intend to be bound hereby:

Article 1 Collateral

1.1 Pledged Certificate of Term Deposit

Name: o Individual term deposit certificate x Corporate term deposit certificate

Deposit certificate issuing institution: Xiamen International Bank Co., Ltd. Beijing Branch

Account name: Hong Kong Secoo Investment Group Limited

Amount: CNY30,950,000.00

Deposit term: from October 27, 2015 to October 27, 2016

Confirmation of certificate of term deposit: The certificate of the term deposit has been confirmed by its issuing bank.

1.2 The redeposit or any change in account number of the above-mentioned pledged deposit will not affect the validity of the pledge. The certificate of the term deposit upon its redeposit and the certificate with changed

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account number will continue to be the document of entitlement to the Collateral under this Agreement.

1.3 The pledge provided under this Agreement shall be applicable to any interest arising from the Collateral.

Article 2 Coverage of Pledge Guarantee

The security provided by the Collateral hereunder shall cover the principal of RMB30,000,000.00 and the interest (including any penalty interest and compound interest), penalty, damages, expenses of custody (if any), any and all expenses of realization of its creditor's rights and pledge by the Pledgee (including, without limitation, litigation fee, arbitration fee, lawyer's fee, property preservation fee, business travel expenses, enforcement fee, evaluation fee, and auction fee) provided in the Principal Contract.

Article 3 Disposal of Collateral

3.1 Within the term of the pledge, the Pledgor may not assign, re-pledge, or otherwise dispose of the Collateral without the prior written consent of the Pledgee.

3.2 The Pledgor shall ensure that the Collateral be free from any freeze, seizure, attachment or any other litigation, or the Pledgee may immediately enforce the pledge and claim its creditor's rights thereunder, and the Pledgor shall warrant that the Pledgee has the first priority of compensation.

3.3 If the Debtor fails to perform its obligations under the Principal Contract, or the Debtor or the Pledgor fails to comply any other provision under the Principal Contract or this Agreement or any other agreement with the Pledgee, whereby the Pledgee accelerates realizing its creditor's right or the Principal Contact is held invalid after occurrence of the borrower-lender relationship contemplated thereunder, the Pledgee shall have sole discretion to dispose of the Collateral without prior disposal of or recovery of any other security provided by the Debtor or provided under the Principal Contract, if

any (including, without limitation, any warranty, mortgage, pledge, letter of guarantee, or stand-by letter of credit), and the Pledgor may not object to such disposal by the Pledgee. The Pledgee may enforce its rights under the pledge by cashing out the certificate of deposit, and any proceeds from such enforcement shall be first applied to repay all debts owed by the Debtor to the Pledgee under the Principal Contract secured by the Pledgor, regardless of whether or not certificate of deposit becomes due and payable.

3.4 If the Pledgor fails to disclose the existence of any joint ownership, title dispute, seizure or attachment of the Collateral and cause any damage to the Pledgee, the Pledgor shall make full indemnity to the Pledge; if any of such circumstances which is adverse to the Pledgee's realization of its rights fails to be effectively eliminated within reasonable period of time requested by the Pledgee, the Pledgee may accelerate realizing its rights under the pledge or require the Pledgor to provide new security acceptable to the Pledgee.

3.5 If the Pledgor breaches any provision in this Agreement or any representation or warranty made by the Pledgor in this Agreement becomes inaccurate or misleading, the Pledgee shall have the right to accelerate realizing its rights under the pledge and hold the Pledgor liable for any loss incurred by the Pledge arising therefrom.

3.6 The Pledgor is under obligation to cooperate with the Pledgee in disposal of the Collateral and use the proceeds from the disposal to repay the debts secured under this Agreement.

3.7 The Pledgor agrees that the Pledgee have the right to use the proceeds from the disposal of the Collateral to repay the principal and interests and relevant expenses (if any) of the debt provided the Principal Contract.

Article 4 Amendment of Principal Contract

The Pledgor acknowledges that the Debtor and the Pledgee may amend the Principal Contract through agreement without consent of the Pledgor or any impact upon the pledge provided by the Pledgor; provided, however, that written consent of the Pledgor is required if the term of debt is extended or the principal amount of the Creditor's right is increased.

Article 5 Cashing out of the Deposit Certificate

5.1 If the pledged certificate of deposit is cashable with signature consistent with the signature specimen left with applicable bank, the Pledgor shall endorse the consistent signature on the back of the pledged certificate of deposit (if the pledged certificate of deposit is in the name of entity, the seal of such entity shall also be endorsed thereon); if the certificate of deposit is cashable with password or valid ID certificate, the Pledgor shall change it so that it is cashable signature consistent with the signature specimen left with bank; if the Pledgor fails to endorse the consistent signature or change the cashable method of the certificate of deposit as provided in this Section 5.1, it will not affect the Pledgee's right to take action against default provided hereunder.

5.2 Before the debts provided under the Principal Contract are fully repaid and without written consent from the Pledgee, the Pledgor may not use or cash out the pledged deposit or any interest thereof, or retrieve the certificate of deposit or apply for registered loss of the certificate, or change the signature specimen or password left with the applicable bank. The pledged certificate of deposit is subject to freeze by the Pledgee.

5.3 The Pledgor authorizes the Pledgee to cash out the certificate of term deposit or dispose of the certificate of term deposit in any other matter permitted by law (including, without limitation, cashing out the certificate of term deposit prior to its maturity) so as to repay the debts under the Principal Contract.

Article 6 Representation and Warranty by the Pledgor

6.1 The Pledgor warrants that it has lawful ownership of and the right to dispose of the Collateral, and the Collateral are free from any dispute, attachment or seizure. The Pledgor warrants that, as of the date of this Agreement, the Collateral is not subject to any security interest or assigned, granted or otherwise disposed.

6.2 The Pledgor represents that no third party has any right of offset against the Collateral.

6.3 The Pledgor has lawfully completed any and all consideration, approval, resolution, consent, registration, announcement or any other procedures required for execution of this Agreement and perfection of the pledge provided hereunder, and the Pledgor has full right to provide external guarantee free from any encumbrance.

6.4 Any and all documents and materials provided by the Pledgor to the Pledgee are authentic, accurate and complete.

6.5 Within the term of the Principal Contract, the Pledgor may not waive, re-pledge, or transfer to any third party or otherwise dispose of the Collateral without written consent of the Pledgee.

6.6 If the Pledgor changes its address or contact information, it shall notify the Pledgee thereof in writing.

The above representations and warranties shall continue to be valid during the term of this Agreement.

Article 7 Additional Collateral

(applicable to the circumstance in which the currency of the pledged deposit is different from that of the credit line offered under the Principal Contract) If the total of the principal and interest of the loan exceeds the sum of the

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pledged certificate of deposit due to fluctuation of the applicable exchange rate, the Pledgor shall, within three business days, increase the pledged deposit or pay additional fund to an account designated by the Pledgee, or provide any other security acceptable to the Pledgee, or pre-pay part of the principal amount

under the credit line, so as to cover the deficiency of the pledge due to fluctuation of the applicable exchange rate. If the Pledgor fails to do so, the Pledgee shall have the right to accelerate repayment of the applicable loan and dispose of the Collateral as provided in this Agreement.

The deposit or fund so increased in the preceding paragraph shall be pledged as security in favor of the Pledgee for repayment of the debts provided under the Principal Contract.

If the currency of the deposit is different from currency under the Principal Contract, the principal provided under the credit line and the principal of the deposit shall be calculated into RMB at the real-time exchange rate published by the Pledgee.

Article 8 Dispute Resolution

Any dispute arising from or in connection with this Agreement shall be settled through negotiation and, if the negotiation fails, be submitted to the people's court having jurisdiction over the place where the Plegee is located for litigation.During the litigation, this Agreement shall continue to be performed with exception of any term under dispute.

Article 9 Miscellaneous

9.1 The Pledgor shall urge the Debtor to strictly perform its duties and obligations to the Pledgee under the Principal Contract and the legal requirements relating thereto.

9.2 If the Pledgor is involved in any criminal offense, litigation, arbitration or dispute, or the Collateral is seized, frozen or detained or involved in any title dispute which has adverse effect on the Pledgor's performance of its security obligations, the Pledgor shall immediately notify the Pledgee.

9.3 Neither party hereto may change or terminate this Agreement unilaterally.Any change or termination of this Agreement shall be agreement of the parties hereto in writing.

9.4 If the Pledgor fails to perform this Agreement due to death, loss of capacity for civil conduct, wind-up, dissolution or bankruptcy, or serious worsening of its economic conditions, it shall be deemed as event of default.

9.5 Any other matters not covered hereunder are governed by the Principal Contract.

9.6 If the Pledgee assigns its all or partial rights provided under the Principal Contract to any third party, the assignee shall have the rights of the pledge relating to the applicable creditor's right provided under this Agreement.

9.7 The validity of each clause of this Agreement will not affect that of the remainder hereof.

9.8 If the Principal Contract is held invalid, the Pledgor shall also be liable for any debt of the Debtor arising from return of applicable assets or indemnity of applicable loss to the extent of the Collateral.

9.9 The document evidencing entitlement to the Collateral and any other legal documents related to this Agreement constitute an integral part of this Agreement. The Pledgor shall deliver the document evidencing entitlement to the pledged deposit to the Pledgee on the effective date of this Agreement.

9.10 The Pledgee's failure to exercise any of its rights under the Principal Contract or this Agreement, or grant of

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any grace, concession, exception or tolerance relating thereto, will not operate as waiver of any of its rights provided hereunder; waiver of any of its rights provided hereunder by the Pledgee, including the pledge provided in this Agreement, shall not be valid unless it is expressly made in writing.

9.11 This Agreement is made in three originals, one held by the Pledgor and the other two held by the Pledgee.All of the originals have the same effect.

Article 10 Effectiveness of Agreement

This Agreement shall be effective upon, if the party hereto is an individual, signature by such party or, if the party hereto is an entity, signature of its legal or authorized representative or affixture of its corporate seal and signature of its legal or authorized representative. This Agreement shall remain valid until the debts owed by the Debtor to the Pledgee under the Principal Contract are fully repaid.

Article 11 Acknowledgement

Each of the parties hereto has read all the clauses of this Agreement, and paid special attention to the terms in bold herein. At the request of the Pledgor, the Pledgee has provided corresponding notes to the terms of this Agreement. The Pledgor has full knowledge and understanding of the terms hereof and their legal consequence, and signed this Agreement voluntarily.

Pledgor: /s/Liyuan Wu (on behalf of Hong Kong Secoo Investment Group Limited)

Pledgee: Xiamen International Bank Co., Ltd.(Company Seal)

Signing date: October 21, 2015

Witness: /s/ Xufeng Li

Exhibit 10.22

Deposit Account Pledge Agreement
(applicable to comprehensive credit line or ordinary loans)

Contract No. GRB15217-4

Pledgor: Hong Kong Secoo Investment Group Limited

Domicile: FLAT/RM C21/F, CENTRAL 88, 88 DES VOEUX ROAD CENTRAL HK

And

Pledgee: Xiamen International Bank Co., Ltd. Beijing Branch (name of branch)

Domicile: Suites 03, 05-11, 11/F. and south side of 1/F., Zhongshang Tower, No. 5 East Sanlihe Road, Xicheng District, Beijing, China

Instructions: This Agreement is concluded by the parties hereto on the basis of equality and free will in accordance with the relevant laws and regulations, and all the clauses hereof are expression of true intention of the parties. In order to sufficiently protect the lawful rights of the Pledgor, the Pledgee requests the Pledgor to carefully read the clauses of this Agreement, especially those in bold herein and take the contents thereof into full consideration. If there is any question or ambiguity, please promptly consult the Pledgee or professional agency or personnel.

In order to guarantee the performance of the General Credit Contract (hereinafter referred to as the Principal Contract) with the number GRB15217 concluded between Beijing Secoo Trading Limited (hereinafter referred to as the Debtor) and the Pledgee, and to ensure the realization of the creditor's right of the Pledgee, the Pledgor is willing to provide the Pledgee with the term deposit deposited by the Pledgor at the Pledgee and the interest thereof as security in favor of the Pledgee (hereinafter referred to as the Collateral);

Now Therefore, in accordance with the relevant laws, regulations and rules and on the basis of consensus through negotiation, the parties hereto agree as follows and intend to be bound hereby:

Article 1 Collateral

1.1 Pledged Certificate of Term Deposit

Name: o Individual term deposit certificate x Corporate term deposit certificate

Deposit certificate issuing institution: Xiamen International Bank Co., Ltd. Beijing Branch

Account name: Hong Kong Secoo Investment Group Limited

Amount: CNY30,950,000.00

Deposit term: from October 27, 2015 to October 27, 2016

Confirmation of certificate of term deposit: The certificate of the term deposit has been confirmed by its issuing bank.

1.2 The redeposit or any change in account number of the above-mentioned pledged deposit will not affect the validity of the pledge. The certificate of the term deposit upon its redeposit and the certificate with changed

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account number will continue to be the document of entitlement to the Collateral under this Agreement.

1.3 The pledge provided under this Agreement shall be applicable to any interest arising from the Collateral.

Article 2 Coverage of Pledge Guarantee

The security provided by the Collateral hereunder shall cover the principal of RMB30,000,000.00 and the interest (including any penalty interest and compound interest), penalty, damages, expenses of custody (if any), any and all expenses of realization of its creditor's rights and pledge by the Pledgee (including, without limitation, litigation fee, arbitration fee, lawyer's fee, property preservation fee, business travel expenses, enforcement fee, evaluation fee, and auction fee) provided in the Principal Contract.

Article 3 Disposal of Collateral

3.1 Within the term of the pledge, the Pledgor may not assign, re-pledge, or otherwise dispose of the Collateral without the prior written consent of the Pledgee.

3.2 The Pledgor shall ensure that the Collateral be free from any freeze, seizure, attachment or any other litigation, or the Pledgee may immediately enforce the pledge and claim its creditor's rights thereunder, and the Pledgor shall warrant that the Pledgee has the first priority of compensation.

3.3 If the Debtor fails to perform its obligations under the Principal Contract, or the Debtor or the Pledgor fails to comply any other provision under the Principal Contract or this Agreement or any other agreement with the Pledgee, whereby the Pledgee accelerates realizing its creditor's right or the Principal Contact is held invalid after occurrence of the borrower-lender relationship contemplated thereunder, the Pledgee shall have sole discretion to dispose of the Collateral without prior disposal of or recovery of any other security provided by the Debtor or provided under the Principal Contract, if

any (including, without limitation, any warranty, mortgage, pledge, letter of guarantee, or stand-by letter of credit), and the Pledgor may not object to such disposal by the Pledgee. The Pledgee may enforce its rights under the pledge by cashing out the certificate of deposit, and any proceeds from such enforcement shall be first applied to repay all debts owed by the Debtor to the Pledgee under the Principal Contract secured by the Pledgor, regardless of whether or not certificate of deposit becomes due and payable.

3.4 If the Pledgor fails to disclose the existence of any joint ownership, title dispute, seizure or attachment of the Collateral and cause any damage to the Pledgee, the Pledgor shall make full indemnity to the Pledge; if any of such circumstances which is adverse to the Pledgee's realization of its rights fails to be effectively eliminated within reasonable period of time requested by the Pledgee, the Pledgee may accelerate realizing its rights under the pledge or require the Pledgor to provide new security acceptable to the Pledgee.

3.5 If the Pledgor breaches any provision in this Agreement or any representation or warranty made by the Pledgor in this Agreement becomes inaccurate or misleading, the Pledgee shall have the right to accelerate realizing its rights under the pledge and hold the Pledgor liable for any loss incurred by the Pledge arising therefrom.

3.6 The Pledgor is under obligation to cooperate with the Pledgee in disposal of the Collateral and use the proceeds from the disposal to repay the debts secured under this Agreement.

3.7 The Pledgor agrees that the Pledgee have the right to use the proceeds from the disposal of the Collateral to repay the principal and interests and relevant expenses (if any) of the debt provided the Principal Contract.

Article 4 Amendment of Principal Contract

The Pledgor acknowledges that the Debtor and the Pledgee may amend the Principal Contract through agreement without consent of the Pledgor or any impact upon the pledge provided by the Pledgor; provided, however, that written consent of the Pledgor is required if the term of debt is extended or the principal amount of the Creditor's right is increased.

Article 5 Cashing out of the Deposit Certificate

5.1 If the pledged certificate of deposit is cashable with signature consistent with the signature specimen left with applicable bank, the Pledgor shall endorse the consistent signature on the back of the pledged certificate of deposit (if the pledged certificate of deposit is in the name of entity, the seal of such entity shall also be endorsed thereon); if the certificate of deposit is cashable with password or valid ID certificate, the Pledgor shall change it so that it is cashable signature consistent with the signature specimen left with bank; if the Pledgor fails to endorse the consistent signature or change the cashable method of the certificate of deposit as provided in this Section 5.1, it will not affect the Pledgee's right to take action against default provided hereunder.

5.2 Before the debts provided under the Principal Contract are fully repaid and without written consent from the Pledgee, the Pledgor may not use or cash out the pledged deposit or any interest thereof, or retrieve the certificate of deposit or apply for registered loss of the certificate, or change the signature specimen or password left with the applicable bank. The pledged certificate of deposit is subject to freeze by the Pledgee.

5.3 The Pledgor authorizes the Pledgee to cash out the certificate of term deposit or dispose of the certificate of term deposit in any other matter permitted by law (including, without limitation, cashing out the certificate of term deposit prior to its maturity) so as to repay the debts under the Principal Contract.

Article 6 Representation and Warranty by the Pledgor

6.1 The Pledgor warrants that it has lawful ownership of and the right to dispose of the Collateral, and the Collateral are free from any dispute, attachment or seizure. The Pledgor warrants that, as of the date of this Agreement, the Collateral is not subject to any security interest or assigned, granted or otherwise disposed.

6.2 The Pledgor represents that no third party has any right of offset against the Collateral.

6.3 The Pledgor has lawfully completed any and all consideration, approval, resolution, consent, registration, announcement or any other procedures required for execution of this Agreement and perfection of the pledge provided hereunder, and the Pledgor has full right to provide external guarantee free from any encumbrance.

6.4 Any and all documents and materials provided by the Pledgor to the Pledgee are authentic, accurate and complete.

6.5 Within the term of the Principal Contract, the Pledgor may not waive, re-pledge, or transfer to any third party or otherwise dispose of the Collateral without written consent of the Pledgee.

6.6 If the Pledgor changes its address or contact information, it shall notify the Pledgee thereof in writing.

The above representations and warranties shall continue to be valid during the term of this Agreement.

Article 7 Additional Collateral

(applicable to the circumstance in which the currency of the pledged deposit is different from that of the credit line offered under the Principal Contract) If the total of the principal and interest of the loan exceeds the sum of the

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pledged certificate of deposit due to fluctuation of the applicable exchange rate, the Pledgor shall, within three business days, increase the pledged deposit or pay additional fund to an account designated by the Pledgee, or provide any other security acceptable to the Pledgee, or pre-pay part of the principal amount

under the credit line, so as to cover the deficiency of the pledge due to fluctuation of the applicable exchange rate. If the Pledgor fails to do so, the Pledgee shall have the right to accelerate repayment of the applicable loan and dispose of the Collateral as provided in this Agreement.

The deposit or fund so increased in the preceding paragraph shall be pledged as security in favor of the Pledgee for repayment of the debts provided under the Principal Contract.

If the currency of the deposit is different from currency under the Principal Contract, the principal provided under the credit line and the principal of the deposit shall be calculated into RMB at the real-time exchange rate published by the Pledgee.

Article 8 Dispute Resolution

Any dispute arising from or in connection with this Agreement shall be settled through negotiation and, if the negotiation fails, be submitted to the people's court having jurisdiction over the place where the Plegee is located for litigation.During the litigation, this Agreement shall continue to be performed with exception of any term under dispute.

Article 9 Miscellaneous

9.1 The Pledgor shall urge the Debtor to strictly perform its duties and obligations to the Pledgee under the Principal Contract and the legal requirements relating thereto.

9.2 If the Pledgor is involved in any criminal offense, litigation, arbitration or dispute, or the Collateral is seized, frozen or detained or involved in any title dispute which has adverse effect on the Pledgor's performance of its security obligations, the Pledgor shall immediately notify the Pledgee.

9.3 Neither party hereto may change or terminate this Agreement unilaterally.Any change or termination of this Agreement shall be agreement of the parties hereto in writing.

9.4 If the Pledgor fails to perform this Agreement due to death, loss of capacity for civil conduct, wind-up, dissolution or bankruptcy, or serious worsening of its economic conditions, it shall be deemed as event of default.

9.5 Any other matters not covered hereunder are governed by the Principal Contract.

9.6 If the Pledgee assigns its all or partial rights provided under the Principal Contract to any third party, the assignee shall have the rights of the pledge relating to the applicable creditor's right provided under this Agreement.

9.7 The validity of each clause of this Agreement will not affect that of the remainder hereof.

9.8 If the Principal Contract is held invalid, the Pledgor shall also be liable for any debt of the Debtor arising from return of applicable assets or indemnity of applicable loss to the extent of the Collateral.

9.9 The document evidencing entitlement to the Collateral and any other legal documents related to this Agreement constitute an integral part of this Agreement. The Pledgor shall deliver the document evidencing entitlement to the pledged deposit to the Pledgee on the effective date of this Agreement.

9.10 The Pledgee's failure to exercise any of its rights under the Principal Contract or this Agreement, or grant of

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any grace, concession, exception or tolerance relating thereto, will not operate as waiver of any of its rights provided hereunder; waiver of any of its rights provided hereunder by the Pledgee, including the pledge provided in this Agreement, shall not be valid unless it is expressly made in writing.

9.11 This Agreement is made in three originals, one held by the Pledgor and the other two held by the Pledgee.All of the originals have the same effect.

Article 10 Effectiveness of Agreement

This Agreement shall be effective upon, if the party hereto is an individual, signature by such party or, if the party hereto is an entity, signature of its legal or authorized representative or affixture of its corporate seal and signature of its legal or authorized representative. This Agreement shall remain valid until the debts owed by the Debtor to the Pledgee under the Principal Contract are fully repaid.

Article 11 Acknowledgement

Each of the parties hereto has read all the clauses of this Agreement, and paid special attention to the terms in bold herein. At the request of the Pledgor, the Pledgee has provided corresponding notes to the terms of this Agreement. The Pledgor has full knowledge and understanding of the terms hereof and their legal consequence, and signed this Agreement voluntarily.

Pledgor: /s/Liyuan Wu (on behalf of Hong Kong Secoo Investment Group Limited)

Pledgee: Xiamen International Bank Co., Ltd.(Company Seal)

Signing date: October 21, 2015

Witness: /s/ Xufeng Li

Exhibit 10.23

Facility Agreement

For working capital loans

(Ref No.: CL201511002)

Part I Execution Page **Agreement Ref. No.: CL201511002**

Execution Page

Financing Bank

SPD SILICON VALLEY BANK CO., LTD.

with address at

21/F, Block B, Baoland Plaza,
No. 588, Dalian Road, Shanghai 200082

hereinafter referred to as "Financing Bank"

Client

Beijing Secoo Trading Limited

with address at

Room 2405, Building No. 31, No. 25, Yuetan
North Street, Xicheng District, Beijing

hereinafter referred to as "Client"

The parties above hereby agree to and accept all terms and conditions set forth in this Facility Agreement. The Client hereby confirms that sufficient interpretations and explanations in relation to the clauses hereunder have been made by the Financing Bank and all of them have been understood, agreed and acknowledged by the Client completely.

Accordingly, the above parties execute as follows:

/s/ Harvey Lum
Financing Bank's Authorized Signature
on behalf of
Seal
Date 2016.05.11

/s/ Richard Rixue Li
Client's Authorized Signature
on behalf of
Seal
Date 2016.05.11

Part II Special Provision **Agreement Ref. No.: CL201511002**

Execution Page

Client 2

KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD.

with address at

Room 2407, Building No. 31, No. 25, Yuetan
North Street, Xicheng District, Beijing

Together with other "Client(s)" signed under this Agreement, hereinafter collectively referred to as "Client"

Client 3

Shanghai Secoo E-commerce Limited

with address at

Room 3004, Building No. 3, No. 1188, Yongjing
Road, Jiading District, Shanghai

Together with other "Client(s)" signed under this Agreement, hereinafter collectively referred to as "Client"

The Client(s) above hereby agree to and accept all terms and conditions set forth in this Facility Agreement, and confirm that sufficient interpretations and explanations in relation to the clauses hereunder have been made by the Financing Bank and all of them have been understood, agreed and acknowledged by the Client completely.

Accordingly, the above Client(s) execute as follows:

/s/ Richard Rixue Li
Client's Authorized Signature
on behalf of
Seal
Date 2016.05.11

/s/ Richard Rixue Li
Client's Authorized Signature
on behalf of
Seal
Date 2016.05.11

SPECIAL PROVISION

Pursuant to the terms and conditions of this Agreement ("the Agreement"), the Financing Bank agrees to make the facility available to the Client(s) as below ("the Facility"):

Facility Amount	**Total Facility Amount:** RMB 50,000,000.00 **In words**: RMB FIFTY MILLION **Base Currency**: RMB **Optional Currency**: N/A
Facility Validity Period/ Final Maturity Date	**Final Maturity Date**: 12 months from the execution date of this agreement
Availability Period (Drawdown Period)	Unless otherwise provided for any Product hereof in Part IV — Specification respectively, the Facility hereof is available for utilization until the Final Maturity Date.
Facility Purpose	Purposes as specified for any Product hereof in Part IV - Specification, or any other purposes Financing Bank agrees otherwise
Product Type	**Non-formula Loan** (Short-term Working Capital Loan)
Facility Type	**Revolving facility**, unless otherwise provided for any Product in Part IV — Specification

Please see details in Part III - General Provision and Part IV — Specification.

Other Supplementary Stipulations (If Any)

1. Management Team Change Specification

With regard to the changes in Business, Management, Ownership, each Client hereby shall not:

(a) engage in or permit any of its Subsidiaries to engage in any business other than the businesses currently engaged in by Client and such Subsidiary, as applicable, or reasonably related thereto;

(b) liquidate or dissolve;or

(c) (i) have a change in senior management who ceases to hold such office[s] with Client; or (ii) enter into any transaction or series of related transactions in which the stockholders of Client who were not stockholders immediately prior to the first such transaction own more than 40% of the voting stock of the Client immediately after giving effect to such transaction or related series of such transactions (other than by the sale of the Client's equity securities in a public offering or to venture capital investors so long as Client identifies to the Financing Bank the venture capital investors prior to the closing of the transaction and provides to the Financing Bank a description of the material terms of the transaction).

2. Change in Ownership and Control

Same as above.

3. General Financial Covenants for all product-types

The client shall confirm that, Secoo Holding Limited (Company No. AT-25038, the Guarantor under this Agreement) shall maintain on a consolidated basis:

1) Minimum Cash of: RMB160,000,000.00 minimum unrestricted cash at all time.

2) Minimum Quarterly Revenue of:

Q1'2016:	USD50,000,000.00
Q2'2016:	USD80,000,000.00
Q3'2016:	USD120,000,000.00
Q4'2016:	USD170,000,000.00
Q1'2017:	USD65,000,000.00

3) Minimum Quarterly EBITDA of:

(USD6,000,000.00)
(USD5,500,000.00)
(USD3,000,000.00)
USD500,000.00
USD500,000.00

Note: Financial covenants for 2017 will be revisited upon receipt and review of 2017 board-approved (updated) plan.

4. Others

Each Client under this Agreement hereby confirms that, the below clause shall be added into the Clause 2 (Conditions Precedent) of this Agreement:

All the outstanding debts and payments of Hong Kong Secoo Investment Group Limited under the Facility Agreement (Date: April 27th, 2015, No. CL201502001) has been fully repaied to the satisfaction of the Financing Bank.

In order for the Financing Bank to monitor the liquidity, each Client and Guarantor under this facility shall maintain its primary RMB and USD bank account(s) with the Financing Bank.

Each Client under this Agreement hereby confirms that, it agrees to meet the monitoring requirement by the Financing Bank concerning its business and repayment sources for the finance or loans during the Facility period, ensuring that i) the proceeds of sales and other accounts receivable of the Client should be collected through the bank account for proceeds collection which is opened at the Financing Bank, and ii) maintain sufficient funds to repay any debts owed to the Financing Bank.

Upon entering into this Agreement, each Client under this Agreement shall:

1) submit Monthly Company prepared consolidated financial statements within 30 days of each month end;

2) submit Monthly Company prepared consolidated Return Rate Report or E-mail confirmation within 30 days of each month end;

3) submit Monthly Compliance Certificate within 30 days of each month end;

4) submit Quarterly consolidated Inventory Report within 30 days of each quarter end;

5) submit Quarterly Bank Statements of top three bank accounts in terms of deposit and accounts with deposit over USD1,000,000.00 within 30 days of each quarter end;

6) submit Annual CPA-Audited consolidated financial statements within 270 days from year end;

7) submit Annual Board-approved consolidated financial projections within 15 days from Board approval;

8) submit such other reports which may be reasonably requested by the Financing Bank.

Part III General Provision **Agreement Ref. No.: CL201511002**

GENERAL PROVISION

1. Facility

1.1 Facility

(a) Pursuant to the terms and conditions of the clauses of this facility agreement ("Facility Agreement" or "Agreement"), the Financing Bank will extend to one or more Clients (individually or collectively the "Client") a facility not exceeding the stipulated total facility amount of this Agreement ("Total Facility Amount"). The Total Facility Amount will be provided in Part II - Special Provision.

(b) At no time shall the sum of (i) the Base Currency Amount of all finance outstanding funded in accordance with this Agreement or other related documents by the Financing Bank to all Clients hereof but not yet repaid, and (ii) the Base Currency Amount of all outstanding amounts in relation to the payment obligations or undertakings of the Financing Bank made to any third party per the request of the Client, for which the Financing Bank's obligation of payment (whether relating to the contingent liabilities or not) has not been released or reimbursed, exceed the Total Facility Amount specified in Part II - Special Provision. In case of any Optional Currency permitted hereunder and for the purpose of calculation, the Optional Currency shall be converted into Base Currency in accordance with the stipulations hereunder.

(c) After netting out from the Total Facility Amount: (i) the Base Currency Amount of all finance outstanding funded in accordance with this Agreement or other related documents by the Financing Bank to all Clients hereof but not yet repaid, and (ii) the Base Currency Amount of all outstanding amounts in

relation to the payment obligations or undertakings of the Financing Bank made to any third party as per the request of the Client, for which the Financing Bank's obligation of payment (whether relating to the contingent liabilities or not) has not been released or reimbursed, the difference shall constitute the facility amount available to be utilized by the Client under this Agreement("Available Facility Amount"). During the performance of this Agreement, the Available Facility Amount will be calculated by the Financing Bank at its sole discretion with respect to the

calculation method and exchange rate(s) as deemed appropriate. The Financing Bank may notify the Clients if and when it deems necessary.

(d) Any utilization under the Facility hereunder by the Client hereof shall at no time exceed the Available Facility Amount; and further, if a sub-limit of the Facility is established under certain product type under this Agreement, any funding under such sub-limit facility shall still be subject to the available balance of the sub-limit. If a loan funding request for facility utilization may or will cause the aggregate financed amount to exceed either the Total Facility Amount or any of such sub-limit amount allowed under this Agreement, the Financing Bank shall be entitled to reject such request of the Client.

(e) The Base Currency mentioned in this Agreement shall be determined in Part II - Special Provision.

(f) The Base Currency Amount mentioned in this Agreement refers to any amount denominated in the Base Currency or, if an amount is not denominated in the Base Currency, the corresponding amount of the Base Currency after being converted from such amount at the exchange rate determined by the Financing Bank at its sole discretion.

(g) The Optional Currency mentioned in this Agreement refers to any currencies other than the Base Currency, which may be chosen for facility utilization and will be provided in Part II - Special Provision.

(h) For avoidance of doubt, the Total Facility Amount and the Available Facility Amount referenced in this Agreement shall not be deemed as a commitment, guarantee or obligation of the Financing Bank to fund such facility amount to the Client. Final determination regarding such amounts shall be made by the Financing Bank in accordance with this Agreement, and at the sole discretion of the Financing Bank.

1.2 Availability Period

(a) The Availability Period of the facility hereof will be provided in the business clauses of each product type (see Part IV -Specification), and the last date of such Availability Period shall be no later than the Final Maturity Date provided in Part II - Special Provision. In case there is no Availability Period provided for a product type specified in the associated Specification, the Availability Period of such product type shall be the overall Facility Validity Period provided in Part II - Special Provision.

(b) Any request of Facility utilization shall be submitted to the Financing Bank within the Availability Period permitted under this Agreement. Unless otherwise permitted by the Financing Bank, upon the expiration of the Availability Period of any certain product type, the unutilized portion of the Facility under such product type would be cancelled automatically and immediately. Also, unless otherwise permitted by the Financing Bank, upon the expiration of the Facility Validity Period (or Final Maturity Date) provided in Part II - Special Provision, the unutilized portion of the Facility under all product types under this Agreement would be cancelled automatically and immediately, and all outstanding finance hereunder shall be deemed as due and payable immediately.

1.3 Product Type and Utilization of Facility

(a) The Facility under this Agreement can be utilized by the Client under the specified product type(s) permitted in Part II - Special Provision. Each product type may be made available and drawn by the Client, subject to the approval by the Financing Bank at its sole discretion. Subject to the Total Facility Amount and any sub-limit hereof, the Client may request Facility utilization in one lump sum or in several drawings. Except for the product type on which the Financing Bank has confirmed in writing that no case-by-case application is required for each facility utilisation under such product type, each facility utilization hereof shall be made available based on a separate request, and related application documents shall be signed and submitted by the Client in accordance with the requirements of the Financing Bank.

(b) For any product type under the Facility hereof, unless otherwise stated in Part IV – Specification related to such product type, when the Client has repaid the finance hereunder in whole or in part, or any payment obligation of the Financing Bank has been released or reimbursed completely, the repaid/released/reimbursed portion of such Facility may be re-borrowed by the Client during the Availability Period.

(c) **The Client acknowledges and agrees that unless otherwise stated in Part IV-Specification, the Facility shall be deemed as an uncommitted facility. The Client agrees that, regardless of the commitment of the facility given by the Financing Bank or whether this Agreement is executed or not, the Financing Bank**

may, after its review of any application and related documents in relation to the Facility utilization submitted by the Client, make its independent judgment as to whether or not the application satisfies the requirements of the Agreement and the internal policy of the Financing Bank, and at its sole discretion, decide whether or not to accept such application. However, even if the aforesaid requirements are fully satisfied, the Financing Bank shall reserve its right to decline such application under any of (but not limited to) the following circumstances:

(i) Based on the sole independent judgment of the Financing Bank, it fails to obtain sufficient RMB or foreign exchange funds with acceptable terms and conditions; or it becomes unlawful, illegal, or out of compliance with any regulatory rules for the Client or the Financing Bank to perform its obligations under the Agreement;

(ii) Before the completion of any adjustment of, amendment or supplement to the Agreement if such adjustment, amendment or supplement is required by any regulatory authority.

1.4 Alteration and Cancellation of Facility

For any uncommitted portion of this Facility, the Financing Bank may at its sole discretion, upon notice to the Client, change or withdraw any utilization(s), including requiring a prepayment of any part of utilized Facility and/or more security. The notice to the Client will be effective on its delivery date and the Client hereby agrees to waive all claimant rights.

2. CONDITIONS PRECEDENT

For each Client hereof, unless all required documents /conditions set forth below and any other document/condition required from time to time by the Financing Bank are fully received/deemed as satisfied by the Financing Bank in form and substance satisfactory to the Financing Bank, the Financing Bank shall have no obligation to make any of the Facility available to the Client:

2.1 The certified true photocopy of the following original documents of the Client:

(a) the latest and effective business license of the Client (the

original and the copy), for which the latest annual review has been passed;

(b) the latest and effective Certificate of Approval for the Establishment of Enterprises with Foreign Investment and the related approval of the Ministry of Commerce, if any;

(c) the latest and effective Organization Code Certificate (the original, if any);

(d) the current and effective Tax Registration Certificate (the original and a copy, if any);

(e) the Permit for Opening Bank Account (Basic Deposit Account);

(f) the latest Articles of Association;

(g) the Client's reference number in the Credit Reference Center of the People's Bank of China, and the related enquiry result is satisfactory to the Financing Bank;

(h) a capital verification report (if any) or an audit report that is issued by a certified accounting firm recognized by the Financing Bank, evidencing that the registered capital of the Client has been paid in full compliance with its valid Articles of Association;

(i) the specimen of signature and the ID card/passport of the legal representative of the Client;

(j) the audited financial statement of most recent fiscal year of the Client (if any), or otherwise as stated in Part IV Specification for certain product type (if required by the Financing Bank);

(k) the board resolution or any other resolution made by a competent authorities, which is certified as true and in form and substance satisfactory to the Financing Bank, approving the signing, delivery, performance of, and the terms and conditions of this Agreement and other related documents; such resolution shall also contain the contents on the authorization of the authorized person(s) who signs, and the member list of the board or such other competent authorities shall also be provided together with the specimens of their signatures which are certified as true;

(l) the specimens of the signatures of the related authorized person(s) to sign on this Agreement and any other related documents presented to the Financing Bank, which are certified as true;

(m) the corporate information perfection certificate (if required by the Financing Bank), which is certified with its company chop as true and in form and substance

satisfactory to the Financing Bank, stating the detailed information of the Client;

2.2 The certified true photocopy of the following original documents of the security provider:

(a) the latest and effective business license (for foreign entity, the registration certificate), the latest and effective Organization Code Certificate (the original, if any) and the related approval for the establishment (if any);

(b) the latest Articles of Association;

(c) the member list of the current shareholders;

(d) the identity document (for the natural person);

(e) the security provider's reference number or such other number for security in the Credit Reference Center of the People's Bank of China, and the related enquiry result is satisfactory to the Financing Bank (if applicable);

(f) the board resolution or any other resolution made by a competent authority (acceptable to the Financing Bank), which is certified as true and in form and substance satisfactory to the Financing Bank, approving the signing, delivery, performance, and the terms and conditions of the related Security documents; such resolution shall also contain the contents on the authorization of the authorized person(s) who signs, and the member list of the board or such other competent authorities shall also be provided together with the specimens of their signatures which are certified as true;

(g) the specimens of the signatures of the security provider's authorized person(s) who sign on the Security documents and any other related documents presented to the Financing Bank, which are certified as true;

2.3 The Agreement duly signed by the authorized signatories of the Client.

2.4 All Security documents that have been executed duly and all necessary approval and registration (if any) have been completed to the satisfaction of the Financing Bank.

2.5 Evidences that all taxes and fees, costs and expenses

hereof have been paid by the Client or will be paid before the first drawdown of the Facility hereof.

2.6 If there is any requirement provided by the Financing Bank concerning the insurance over the Client's assets, the related insurance policy (or the insurance endorsement) and the copy of insurance premium invoice deemed satisfactory to the Financing Bank shall be submitted by the Client, evidencing that the Financing Bank should be the first beneficiary of the foregoing insurance proceeds.

2.7 If there is any other approval or procedure required to be completed for the Financing bank to provide the Facility hereof, such approval or procedure has been obtained or completed;

2.8 All necessary bank accounts required by the Financing Bank and in connection with the Facility have been opened at the Financing Bank per the requirements of the Financing Bank.

2.9 The legal opinion(s) to be issued in accordance with the governing law(s) of related finance documents with contents and form satisfactory to the Financing Bank (if required), has(have) been issued.

2.10 Any other conditions precedent that the Financing Bank reasonably requires from time to time or deemed necessary.

2.11 Besides the requirements mentioned above, each Client hereof shall also satisfy the following conditions before each utilization of the Facility hereof:

(a) submit the drawdown notice (or any other application documents for facility utilization request as required by the Financing Bank) no later than 3 Business Days before the intended drawdown date;

(b) the intended drawdown date shall be a date within the availability period, and shall be a Business Day;

(c) sufficient Facility and the sub-limit for the related product type for such drawdown is available;

(d) any representations, warranties, undertakings and covenants made by any Client under this Agreement remain genuine and accurate in all aspects according to

the fact and situation when the Facility is utilized

(e) all the security and the Security documents provided hereunder remain in compliance with the requirements of the Financing Bank;

(f) no Event of Default or potential Event of Default;

(g) the drawdown or the Facility utilization shall satisfy the conditions precedent provided in Part IV — Specification (if any), and shall also be in compliance with the effective regulatory policies or requirements published from time to time by the regulatory authorities such as the China Banking Regulatory Commission ("CBRC"), the People's Bank of China ("PBOC"), the State Administration of Foreign Exchange ("SAFE") or others.

2.12 For the avoidance of the doubt, if the intended facility utilization date applied by the Client is not the same as the actual date on which the Facility is utilized, the actual date of facility utilization prevails. The actual date of facility utilization shall be that specified by the Financing Bank in its related accounting certificates (such as the borrowing receipt).

3. REPRESENTATIONS AND WARRANTIES

Each Client under this Agreement hereby represents and warrants to the Financing Bank as below; and such representations and warranties shall be deemed as being restated by the Client when each Facility utilization request is made under this Agreement and shall be kept effective on an ongoing basis:

3.1 Each Client hereof shall be a legal entity which is duly incorporated and valid existence in accordance with the applicable related laws, and has full power, authority and legal right to own its assets and to conduct its business.

3.2 Each Client hereof shall have full power and authority to enter into this Agreement and any related documents and to exercise its rights and perform its obligations hereunder, and all corporate and other action required to authorize its execution thereof and the performance of its obligations hereunder has been duly taken.

3.3 It is not in breach of or in default under any law, regulation, judgment order, authorisation, agreement, contract or obligation applicable to it or its assets or revenues for the

execution or the performance of this Agreement by any Client hereof, whereby such breach may lead to a material adverse effect on the Client's business or financial condition or its ability to perform the obligations under the Agreement.

3.4 Each Client is not involved in any litigation, arbitration, administrative proceedings or such similar procedures, which in the opinion of the Financing Bank may lead to a material adverse effect on the Client's ability to perform its obligations hereof, is involved by any Client hereof, or may result in any situation or threat in relation to the foregoing occurs to any Client hereof or any Client's senior management team or any of their assets or revenues.

3.5 Neither the Client nor any of its assets/ revenues is involved with liquidation, bankruptcy, reorganization, merger and acquisition, division, restructure, dissolution, closure, winding-down or any other similar legal proceedings or any such event as the designation of a taker-over, administrator or trustee, or any other circumstances which may lead to the foregoing legal procedure occurred.

3.6 Each Client hereof warranties that all the materials and information supplied by the Client(s) to the Financing Bank under or in connection with the Agreement are genuine, valid, accurate and complete in all material respects, and each Client hereof confirms there is no material fact or information that such Client is not aware of or is concealed but if disclosed, may affect the determination of the Financing Bank on whether or not to provide the Facility hereunder.

3.7 Each Client hereof warranties that up to the execution date of this Agreement, there is no material adverse change (subject to the reasonable judgment of the Financing Bank) in the business, assets or financial conditions of any Client hereof, nor any Event of Default or any situation that, based on certain related notice about such occurrence, and/or in the passage of time, may lead to an Event of Default which has occurred or is in occurrence.

3.8 With respect to any property security provided by the Client, each Client hereof warrants that it has full ownership rights over such security property and shall

have the rights and power to transfer the security property; unless otherwise required by the laws or agreed by the Financing Bank, such security property is not in possession of any third party. For the security of intellectual property right, each Client hereof warrants that it is the sole right-holder of such intellectual property right, except for the circumstances of: (i) any non-exclusive licenses granted to its customers in the ordinary course of business, and (ii) the licenses described in the corporate information perfection certificate which is delivered by the Client to the Financing Bank in connection herewith.

3.9 Each Client hereof hereby warrants that it does not own any stock, partnership interest or other equity securities except for the investments permitted by the Financing Bank ("Permitted Investments"). If deemed necessary and appropriate by the Financing Bank, the foregoing "Permitted Investments" will be provided otherwise by the Financing Bank and attached to this Agreement as a schedule.

Each Client hereof also warrants and undertakes that during the period of this Agreement, it shall, as per the request of the Financing Bank, promptly provide to the Financing Bank the Compliance Certificate and/or the Borrowing Base Certificate (if required); current format of such documents are attached in the Schedules of this Agreement for reference, but it shall anyway be subject to the latest version updated by the Financing Bank from time to time at the time of issuing.

4. UNDERTAKINGS AND COVENANTS

Each Client under this Agreement hereby undertakes and covenants to the Financing Bank as below; and such undertakings and covenants shall be reaffirmed by the Client when each Facility utilization request is made under this Agreement and shall be kept effective on an ongoing basis:

4.1 Each Client hereof confirms that it shall only use the Facility hereunder for the Purposes allowed herein.

4.2 Each Client hereof shall fully and timely repay or pay any debt due and payable under this Agreement (including

any payable fees or charges in connection herewith), and strictly perform the obligations under the Agreement.

4.3 Each Client hereof shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect (within any specified time limits needed) all verifications, approvals, registrations, licenses and consents required by applicable laws and regulations, to enable the Client lawfully to enter into and perform its obligations under the Agreement and to ensure the legality, validity, enforceability or admissibility thereof and, if required by the Financing Bank, promptly provide evidence of the same.

4.4 Each Client hereof shall, per the request of the Financing Bank and at its own cost (unless otherwise provided by the laws or the requirements of the regulatory authorities), promptly provide the security hereof, execute the related security documents and make registration and handle any issues in relation to the security as reasonably directed and required by the Financing Bank; the Client shall also provide the additional security pursuant to the stipulations of this Agreement or requirements of the Financing Bank.

4.5 Each Client hereof shall maintain its commercial existence and conduct its business in a proper and efficient manner. In addition, it shall comply with the applicable laws, regulations, authorisations, agreements and other obligations, pay all taxes timely, and comply with all of the laws applied in all respects.

4.6 Each Client hereof shall ensure its obligations under this Agreement should, at any time, rank at least pari passu with all the unsecured, unconditional and unsubordinated obligations of the Client.

4.7 Each Client hereof shall, at request of the Financing Bank, submit its audited financial statements (in English and/or Chinese language, to be determined by the Financing Bank) within 120 days (or any other longer period otherwise agreed by the Financing Bank) after the end of each financial year, and, its company-prepared and unaudited financial statements of last month (in English and/or Chinese language, to be determined by the Financing Bank) within 30 days of each month end (unless

otherwise agreed by the Financing Bank). The Client shall supply the additional financial or other information as per the request of the Financing Bank requests from time to time.

4.8 Each Client hereof shall provide related financial and business information in relation to the Client's ability to perform its obligations under the Agreement, as the Financing Bank may request from time to time, and shall promptly inform the Financing Bank of the details required by the Financing Bank in relation to any related transactions whose nominal amount is equal to or exceeds 10 percent of the Client's net assets.

4.9 Each Client hereof shall on its own or through a third party, undertake all other actions and things deemed necessary or appropriate in connection with this Agreement, including (but not limited to) items that will help the Financing Bank comply with the credit registration requirements of PBOC and provide the Financing Bank at all times during the lifetime of the Facility with the valid Client's reference number in the Credit Reference Center of PBOC.

4.10*[*For *Situation with Offshore Security]* Each Client hereof shall ensure that it should complete the related foreign debt registration and other related filing works in relation to the offshore security hereof duly with the local State Administration of Foreign ("SAFE") within 3 Business Days after the Financing Bank notifies the Client in writing that such offshore security has been called upon. Each Client shall provide the Financing Bank on a true and complete basis with all the information of any defaults on debt, foreign debt registration and debt repayment in relation to all debts secured by offshore securities, and update the foregoing information to the Financing Bank in due course. Each Client shall ensure that all the regulatory requirements have been satisfied and all the required conditions have been fulfilled in the case that the offshore guarantee or security is performed, including but not limited to having sufficient foreign debt quota and/or capital gap between the total investment amount and the registered capital of the Client (if applicable), so as to ensure all related formalities should be successfully completed with SAFE, and the related offshore guarantee or security may also be performed

successfully.

Each Client hereby undertakes that when such Client executes this Agreement, with respect to any or all finance of the Client with offshore security, there is no outstanding debt owed by such Client to any offshore security provider based on the performance of any offshore security; and, in case of any of such debt arising during the period of the this Agreement, each Client hereunder shall not request any further drawdown (or facility utilization) and/or enter into any new contract of facility with offshore security, unless otherwise approved by the local SAFE where such Client is located. In the case that the Client fails to comply with the foregoing stipulations which leads to any loss or damage of the Financing Bank, the Client shall compensate the Financing Bank for all such losses and damages.

4.11 Upon the occurrence of any of the following, each Client hereof shall, immediately and without any delay, inform the Financing Bank in writing of such event:

(a) any changes in any Client's name, location, legal representative, authorized person and the amendment to its Articles of Association;

(b) any litigation, arbitration or administrative proceedings or other actions that involves or causes a threat against any Client or its senior management team or any of its related enterprise which may, in the reasonable opinion of the Financing Bank, have a material adverse effect on the Client's ability to perform any of its obligations under the Agreement;

(c) the occurrence of any Event of Default or situation that, based on certain notice and/or in the passage of time, may lead to an Event of Default (subject to the reasonable judgment of the Financing Bank);

(d) the occurrence of any material adverse change in relation to the business, assets, financial or other conditions of any Client hereof (subject to the reasonable judgment of the Financing Bank); and

(e) the occurrence of any other material adverse event that may affect any Client's ability to fulfil its obligations under this Agreement (subject to the reasonable judgment of the Financing Bank).

4.12 Without the prior written consent of the Financing Bank, any Client hereof shall not:

(a) sell, lease, transfer or dispose in any other manner, through one or several or a series of transactions (whether they are related or not), all or any of the majority part of its revenues or assets;

(b) make outbound investment or increase its indebtedness from any third party;

(c) create or permit to create any mortgage, pledge, lien and other security interest or any other encumbrances over its current or future revenues or assets, for any third party, except for those existing before the signing of this Agreement or otherwise agreed and permitted by the Financing Bank;

(d) decrease the registered capital provided in the Articles of Association at the date hereof;

(e) change the nature or scope of any Client's business; or

(f) enter into any merger, reorganization or consolidation with any third party, which, subject to the reasonable judgment of the Financing Bank, would lead to a material adverse effect on the Client's ability to fulfil any of its obligations under this Agreement.

4.13 As long as this Agreement remains in effect, if any new regulatory policy or regulation regarding the provision of the facility or loan is published by the regulatory authorities (including but not limited to CBRC, PBOC, SAFE), each Client hereof confirms that it shall take all proper actions in relation to staying in compliance with such policies or regulations, so as to ensure the performance of this Agreement and the provision of the loan or facility by the Financing Bank always in compliance with the regulatory requirements; any Client hereof shall, in accordance with the notice of the Financing Bank, assist to perform the related obligations, and/or sign the related supplementary documents(if required by the Financing Bank). If the Client fails to comply with the undertakings provided in this clause, the Financing Bank shall have the right to refuse any further facility utilization request or loan funding request made by the Client, and require the Client to repay any or all of the obligations under this Agreement to the Financing Bank prior to the original maturity date of the finance hereof.

4.14 <u>The Client hereby irrevocably confirms and undertakes that it would, as per the requirements of</u>

<u>the Financing Bank, promptly pay all kinds of charges in relation to the business hereunder; and the types and fee standards shall refer to the criteria that the Financing Bank adopts publicly from time to time.</u>

5. SPECIAL COVENANTS CONCERNING THE DISBURSEMENT OF LOAN PROCEEDS

5.1 Disbursement

(a) In accordance with the *Interim Measures for the Administration of Working Capital Loans (Order No.1, 2010, CBRC, Feb. 12, 2010)* and related requirements, the Financing Bank is required to monitor, control and verify the true loan purpose. In case any Client has so far not yet opened a bank account with the Financing Bank, such Client undertakes it shall complete all formalities required for the opening of such account before any new loan drawdown under this Agreement can occur.

(b) The method of loan proceeds disbursement is to be determined in accordance with the loan advance amount or the amount needed to satisfy the outward payment as well as any other related conditions hereof. The disbursement method of loan proceeds can be in the form of either (i) *the Independent Payment Method by Client* ("*the Independent Payment Methodx*") or (ii) *the Entrusted Payment Method by the Financing Bank ("the Entrusted Payment Method").* The *Independent Payment Method* means that the Client independently uses the loan funds to make payment through its account to its commercial counterparty. The *Entrusted Payment Method means* that the Financing Bank based on supporting documents verifies the loan purpose before accepting the Client's drawdown application/notice and payment authorization to pay the loan proceeds through the Client's account to his commercial counterparty directly. The disbursement of loan funds shall be made in accordance with the stipulations stated in the relevant Specifications and the disbursement method specified below.

For Working Capital Loans, the *Entrusted Payment Method* shall apply under any or all of the following circumstances:

(i) any single payment of any Client with loan funding

amount that exceeds RMB5,000,000.00 under this Agreement (for avoidance of doubt, exclusive of the number) or its equivalents in other currencies; the Financing Bank has the right to revise this amount at any time as considered appropriate, or

(ii) any other circumstance the Financing Bank considers necessary to apply the *Entrusted Payment Method.*

(c) If a payment is to be made by the *Entrusted Payment Method,* the Client shall submit to the Financing Bank a drawdown application/notice which contains a clause of payment authorization, together with the relevant transaction materials. After examination and consent, the Financing Bank shall promptly pay, generally within the same business day, the loan proceeds to the Client's specified commercial counterparty related to such commercial transaction through the Client's account. In case of any discrepancy between the information in the payment authorization letter/payment order such as the amount of payment or the payee and that stated in the relevant transaction materials such as invoice or business contract, the Financing Bank shall have the right to decline such drawdown request. The Client shall guarantee the authenticity and accuracy of such materials including transaction contract, and will be liable for any loss arising from the lack of authenticity and accuracy of the said materials. In case there is any associated loss incurred by the Financing Bank, the Client shall reimburse the Financing Bank fully and keep the Financing Bank harmless from such losses.

(d) If any payment made by the *Entrusted Payment Method* is returned to the original account of the Client due to the incomplete and incorrect information in the payment order provided by the Client or any other reason whatsoever, the Financing Bank shall reserve the right not to credit such returned

amount to the Client's account for the time being or to freeze such returned amount if it has already been credited to the Client's account until a new and correct payment order is provided by the Client to the Financing Bank.

(e) If payments are made by the *Independent Payment Method,* the Client shall provide the drawdown schedule (if any) and the loan purpose statement before each drawdown, and from the date of drawdown, provide to the Financing Bank summary reports periodically every 3

months (or any time as required by the Financing Bank), evidencing the proper utilization of the loan proceeds according to the loan purpose specified in this Agreement. The Client shall also be obliged to provide other evidences satisfactory to the Financing Bank and in compliance with the loan purpose for the Financing Bank's checking and examination, including all invoices, business contracts and payment certificates in connection with the concerned payments or any other evidence acceptable to the Financing Bank. The Financing Bank shall have the right to check whether the payment conforms to the stipulated loan purpose through analysis of the account, inspection and verification of the vouchers, on-site investigation and other means from time to time.

(f) If payments are made by the *Independent Payment Method* and, in the opinion of the Financing Bank, any or all of the following circumstances occur, the Financing Bank shall have the right to immediately change the loan proceeds disbursement method from the *Independent Payment Method* to the *Entrusted Payment Method,* and further, subject to its sole judgment, the Financing Bank shall also have the right to take necessary measures including but not limited to the cease of additional loan funding and demand for all or part of the Clients to repay all the outstanding debts hereof immediately: (i) any misuse of loan funds by the Client(s); (ii) in the opinion of the Financing Bank, a deterioration in any Client's credit standing, its business or financial conditions, or any abnormal usage of the loan funds; (iii) any Client's avoidance of the *Entrusted Payment Method* through separation a single payment into several drawdowns /payments with smaller amounts (to be judged based on related transaction information such as business contract or invoice); (iv) any other circumstance the Financing Bank considers necessary to change the disbursement method.

5.2 Related loan and financial Information Report, Post-loan Examination and Sale's Proceeds Management

Subject to the regulatory requirements from CBRC concerning the management of working capital loans, each Client hereof undertakes and confirms the following;

(a) The Client(s) hereof shall be obliged to provide all necessary information concerning the working capital

loan for the review and supervision by the Financing Bank, including but not limited to (i) the organizational structure, corporate governance of the Client(s); (ii) each Client's scope of business, core business, and production and/or operational status of the Client, its operation plan and any significant investment plan throughout the term of the Facility; (iii) the situation of the industry which the Client is engaged in, (iv) the Client's account receivables, payables, inventory and other actual financial conditions of the Client; (v) the total working capital demand and current indebtedness of the Client; (vi) Client's related parties and related transactions; (vii) the specific purpose of the loan and the use of funds by the counterpart in the transaction; (viii) the source of funds for repayment, including balance sheet cash, cash flow generated from operations, consolidated income and other legal income from production and operation; (ix) the Client's loan repayment capability resulting from the liquidation of Security (property security or guarantor). The Client(s) hereof shall warrant and confirm that such information is consistently true, effective and complete during the lifetime of the Agreement.

(b) The Financing Bank may, at its full discretion and based on the characteristics of the industry each Client belongs to, decide to take periodic or one-off on-site (or off-site) inspection on any Client hereof in order to understand the Client's updated business operation and financial conditions, as well as its credit status, its loan repayment ability, security, the amount and other details of debt finance, the variation of distribution channels and any other risk factors that might affect any Client's ability to repay any of its debt obligations hereunder. Each Client hereof agrees to provide necessary assistance in this regard. The Client hereof shall maintain all the usage record related to each loan funding or any other information, and promptly provide such information to the Financing Bank as requested.

(c) Each Client hereof confirms that it shall, per request of the Financing Bank, open or designate a special account for the receipt of its sales proceeds and promptly provide to the Financing Bank its cash flow information of such account(s). The Financing Bank reserves the right to demand early repayment of the loan if the Client is found to have purposely redirect sales proceeds to account(s) other than the account designated by the Financing

Bank, or it is deemed by the Financing Bank that there is a material deterioration in the collection cycle.

(d) Each Client hereof undertakes that it shall meet the Financing Bank's request in loan disbursement management, post-drawdown management and inspections in relation to the working capital loan.

6. REPAYMENT

Each Client hereof shall, in accordance with the stipulations on debt maturity date of the related facility product provided in the Specification in Part IV hereunder, repay the debts under such facility; in addition, regardless of any contrary provision on the repayment schedule under any Specifications in Part IV hereunder, all outstanding debts of any Client hereof under all Specifications in this Agreement shall be repaid fully on or before the Final Maturity Date specified in Part II (Special Provision) hereunder (unless otherwise agreed by the Financing Bank).

For any repayment under this Agreement, any Client hereof shall use the same currency as one in which the financed funding is denominated; for avoidance of doubt, even if related funds (in currency different from the currency of debts) can be legally (via judicial judgment) made available for the repayment of

the loan, the Client(s) hereof shall still be obliged to ensure that such funds would be converted into the debt original currency through the foreign exchange conversion (sell or purchase) so as to complete the repayment denominated in the same loan currency, and the corresponding repayment obligation of the Client under this Agreement will not be deemed as being completely fulfilled until the foregoing requirements on the loan repayments with the required currency have been satisfied.

7. EXCHANGE RATE

In the case where any foreign currency exchange rate is to be used to calculate the amount for, or set-off of the Total Facility Amount or the sub-facility limit(s) hereof, or is required during the determination of the conversion rate and method used for the Base Currency and the Optional Currencies or other similar issues, unless otherwise expressly provided in this Agreement, it shall be determined by the Financing Bank at its sole discretion, and any risk or loss resulting from therefore shall be borne

by the Client.

8. SET-OFF AND AUTHORIZATION TO DEDUCT

Each Client hereof hereby irrevocably authorizes that the Financing Bank shall be entitled to, without any prior notice, set off any debt due and payable by the Client(s) with the amount in any of its account maintained at the Financing Bank (regardless of whether such amount of deposit is at maturity or not, or whatever the currency of such amount is denominated in); any loss in relation to the interest accrued therefore or other costs shall be bome by the Client(s). Each Client hereof hereby also irrevocably authorizes that the Financing Bank may use the entire or any part of the Client's account balance to convert or purchase the appropriate currency as may be necessary for this purpose (the related exchange rate(s) shall be determined by the Financing Bank at its sole discretion), and the volatility risks resulting from such foreign exchange shall be borne by the Client(s).

9. INDEMNITY

9.1 Unless otherwise provided by the laws to the contrary or required by any regulatory authorities, the Client(s) hereof shall be obliged to assume all costs and expenses in relation to the negotiation, preparation, entry into, registration or performance of this Agreement, and also those relating to any amendment to, supplement of or the waiver or consent with respect to this Agreement.

9.2 Unless expressly provided by the laws to the contrary, the Client(s) hereof shall be obliged to indemnify the Financing Bank fully against all costs, expenses and expenditures in relation to the recourse or recovery of the creditor's rights under this Agreement and other related documents, and those in relation to the protection or exercising of the rights hereof, including but not limited to the legal or other fee, costs and charges or any other disbursements occurred in this regard.

10. PENALTY INTEREST

10.1 The detailed method of interest calculation and settlement, applicable interest rate and/or related fees or penalty fine or such other matters in relation to each product type(s)

under this Agreement, shall be provided otherwise in Part IV (Specification) of this Agreement and enforced in accordance with the related terms.

10.2 The penalty interest (and related penalty rate) provided in this Agreement shall be applicable to any overdue payment or misappropriated use of loan proceeds according to the stipulations in the Agreement. For avoidance of doubt, the penalty interest rate applied to any overdue situation shall be referred to as overdue penalty rate ("Overdue Penalty Rate"), while the penalty interest rate applied to any misappropriated use of loan proceeds situation shall be referred to as misappropriation penalty rate ("Misappropriation Penalty Rate").

10.3 For any loan or finance under this Agreement where an event of overdue payment or funding misappropriation has occurred, an additional penalty interest shall be charged based on the corresponding penalty rate provided in this Agreement, calculating on a daily basis, from the date of such overdue and misappropriation to the date when all the principal and interest hereof are fully repaid.

11. EVIDENCE OF DEBT

The Financing Bank will, in accordance with its ordinary course of its business operation, keep a set of accounting items and supporting documents which are related to the business activities specified in this Agreement and other related documents. Unless for those being proven as an explicit error, each Client hereof hereby acknowledges that such accounting items and supporting documents shall be the effective evidences for the debt obligations of the Client to the Financing Bank.

12. COMMUNICATIONS

12.1 Each communication hereunder shall be made by registered mail, courier delivery, facsimile or e-mail. The address used for any communication or delivered of documents between the concerned parties shall be one(s) stated on the Execution Page of this Agreement; in case of any change to the foregoing address, the

changing party shall notify the other party by at least 15-day prior written notice.

12.2 Any communication or delivery of document hereunder shall be deemed as effectively made as below: for the communication or delivery made by facsimile or e-mail, the date of sending; for the communication or delivery made by the registered mail, when 7 Business Days elapsed from the mailing date, for the communication or delivery made by courier delivery, when delivered at the address specified in the Execution Page of this Agreement and signed for receipt**. Notwithstanding the foregoing, any communication or document to be made or delivered to the Financing Bank shall only be deemed effective on the day of actual receipt by the Financing Bank.**

12.3 Each Client hereof agrees that any writ, summon, order, judgment or other legal documents shall be deemed duly and sufficiently served on it only if addressed to it and left at or sent by post to its address specified in the Execution Page of this Agreement.

13. EVENTS OF DEFAULT

13.1 Each of the following events shall constitute and deemed as an Event of Default of all Clients under this Agreement:

(a) Any Client's failure to pay any principal, interest or other sum due and payable under this Agreement on the due date ;

(b) Any Client's failure to comply with any representation or warranty made by such Client under this Agreement or any related document, or any representation or warranty hereof is or is proved to be unreal or incorrect in any material respect at the time when such representation or warranty is made or deemed to be made;

(c) Any Client's failure to perform or observe any of its undertakings or covenants under Clause 3, Clause 4 or Clause 5 hereof, or any other provisions of this Agreement;

(d) In any situation where any Client hereof is or will be involved in any liquidation, bankruptcy, reorganization, takeover or any other similar legal proceedings, or any receiver, administrator, trustee or other similar staff is designated to take over any Client hereof, or any or all of the assets or revenues of any Client hereof is involved in

the aforesaid proceeding or situations;

(e) In any situation where the Client is or will be involved in any litigation, arbitration, administrative proceedings or other similar proceedings or being threaten by the foresaid circumstances, which, in the reasonable judgment of the Financing Bank, may restrain or lead to a material adverse effect on the Client's ability to perform, enforce or comply with its obligations under the Agreement;

(f) In any situation where the majority or all of any Client's assets or revenues are detained, seized, expropriated, or enforced under a compulsory enforcement proceedings or any other similar circumstances, or the occurrence of any material adverse change in the business, assets or financial condition of any Client, or other situations which may lead to a material adverse effect on any Client's ability to perform its obligations under the Agreement;

(g) In any situation where any Client infringes any benefits or interests of the Financing Bank as a result of its engagement with related parties in conspiracy and such related transactions;

(h) Any Client's ownership and shareholder structure no longer meets the requirements set by the Financing Bank under this Agreement;

(i) Any breach or exceeding of the stipulated Total Facility Amount, any of the sub-limits under specifications or any other financial covenants (if any) by any Client hereof;

(j) Any Client's failure to use the Facility/loan proceeds in accordance with the purposes as stipulated herein;

(k) Any Client's failure to use the funds under the Facility in accordance with the disbursement method stipulated herein, or any such out-of-compliance situations arising from any Client's attempt to avoid the mandatory requirement of the *Entrusted Payment Method* by splitting a large amount into several smaller drawdowns or payments, or not providing the payment information (including invoice information) and other materials in a timely manner, or the materials provided by any Client being false or inconsistent with the purposes of the Facility/loan hereof;

(l) Any occurrence of an event of default by any Client under the agreement or document to which such Client is a party, which, in the reasonable judgment of the Financing Bank, may lead to a restriction or material adverse effect on the Client's ability to perform, enforce or comply with its obligations under the Agreement; For avoidance of any doubt, if, any of the following occurs, it shall constitute a

material adverse effect stated in this clause: (i) any contractual breach of any Client hereof under any financing documents other than this Agreement, entered into by and between such Client and the Financing Bank; (ii) any contractual breach of any Client hereof under any finance document entered into by and between such Client and any financial institution other than the Financing Bank under this Agreement; or (iii) any contractual breach of any Client hereof under any agreement entered into by and between such Client and any party other than the financial institution, whereby the amount related to such default is equal to or exceeds USD10,000.00 or its equivalents in other currency;

(m) If any of the security documents hereof becomes ineffective, or is canceled, dismissed, declared as null and void, or is no longer enforceable, or any security provider or guarantor defaults under the security documents hereof; and

(n) any other circumstances or acts, which, in the sole judgment of the Financing Bank, may lead to a material adverse effect on any Client's ability to perform this Agreement or the benefits of the Financing Bank.

13.2 **Upon the occurrence of any Event of Default provided herein (regardless of whether related notice has been given by the Client(s) to the Financing Bank), so long as such Event of Default has not yet been cured to the satisfaction of the Financing Bank, the Financing Bank shall have the right to notify any or all Clients hereof immediately and declare the cancellation of any or all of the unutilised facility provided herein, and/or require any Client hereof to immediately repay any or all outstanding debt amount under the Facility (regardless of whether or not due), in addition, the Financing Bank shall also have the right to take any or all measures (as the case may be) after the occurrence of the Event of Default: change the disbursement method of loan proceeds, set off or deduct the accounts of any Client hereof, enforce the security interest under any collaterals or take any other measures permitted by the laws.**

13.3 **In the event that any Facility hereof is used for the product type other than the loan ("Non-loan Facility"), such as for purpose of the issuance of the Letter of Credit, Letter of Guarantee or any such similar product**

type with contingent liability, then, upon the occurrence of the Event of Default any Client hereof shall, per the requirements of the Financing Bank, immediately repay or indemnify the Financing Bank with the nominal amount obligation of such Non-loan Facility products, regardless of whether the actual liability under such Non-loan Facility has been borne or paid by the Financing Bank.

14. ASSIGNMENT AND TRANSFER

14.1 **Without the prior written consent of the Financing Bank, any Client hereof shall not assign or transfer any of its rights, benefits and obligations hereunder to other parties.**

14.2 **Each Client hereof hereby agrees and confirms: the Financing Bank may, without obtaining consent from any Client hereof, assign or transfer any or all of its rights, benefits or obligations under this Agreement at any time; also as deemed necessary, the Financing Bank shall have the right to disclose to any actual or potential assignee or related person such information about the Client(s) hereof at the time or manner in which the Financing Bank deems appropriate.**

15. EFFECTIVENESS

15.1 This Agreement shall become effective and in full force after it has been duly signed by the authorized person(s) of the Client(s) and the Financing Bank and sealed with related common chops, and shall remain effective until all the obligations of the Client(s) under this Agreement have been completely fulfilled to the Financing Bank's satisfaction.

15.2 Any alteration to this Agreement shall be made with a prior written consent of the Financing Bank and executed in the written form.

16. NO WITHHOLDING

All sums payable by the Client(s) under the Agreement shall be paid in full without set-off or counterclaim or any

restriction or condition and free and clear of any tax or other deductions or withholdings of any nature. If any Client hereof or any other person, firm, company or other entity is required by any law or regulation to make any deduction or withholding on account of tax or otherwise from any payment, such Client shall, together with its payment due to the Financing Bank, pay such additional amount so as to ensure that the Financing Bank shall receive all amounts due that should have been received by the Financing Bank, as if there is no such deduction or withholding occurred.

17. INTEREST RATE SELECTION, ADJUSTMENT AND MARKET DISRUPTION

17.1 The Interest Rate applied hereunder shall be compliant with the requirements of Chinese regulatory authorities. Before submitting the Drawdown Notice to the Financing Bank, the Client shall inquire with the Financing Bank the Interest Rate. The Financing Bank shall determine the base of the applicable interest rate whether on PBOC Base Interest Rate, LIBOR, WSJ PRIME RATE or other base rate pursuant to the relevant stipulations herein, and inform the Client of the detailed Interest Rate applicable for such loan drawdown or facility utilization. In case of market rate changes after the Client has submitted the Drawdown Notice, the Financing Bank will inform the Client accordingly and the Client agree to accept such revised Interest Rate. The final Interest Rate will be confirmed by the Financing Bank in writing in the Drawdown confirmation or other financial advice.

17.2 With respect to the utilization of any RMB facility hereof, during the performance of this Agreement, in the event that the People's Bank of China adjusts the base interest rate in relation to the RMB loans, then, from the next interest payment date after such adjustment, such adjusted base interest rate of corresponding period shall be applied as the calculation basis of applicable interest for the utilized but outstanding RMB facility and any other RMB finance occurred under this Agreement thereafter.

If, during the performance of this Agreement, the People's Bank of China starts to enforce the policies of RMB interest rate marketization, ceases to provide and publish any RMB loan interest base rate and

allow such rate may be determined by means of negotiation between the lender and the borrower. then, the Client under this Agreement shall negotiate with the Financing Bank on the applicable RMB interest rate; however, if no agreement could be reached by the related parties within 10 Business Days from the beginning of such negotiation, the Financing Bank shall have the right to cancel any or all facility which is not yet

utilized by Client under this Agreement, and/or declare any or all of the debts under the facility which is utilized by Client under this Agreement (including but not limited to the principal, interest and any payable fees) deemed as at maturity and payable immediately, and demand immediate repayment of the foregoing debts by the Clients. In case of any Facility that is used for the issuance of Letter of Credit, Letter of Guarantee or any such similar product type with contingent liability, the Client(s) hereof shall immediately repay or indemnify the Financing Bank with the nominal amount of such products (regardless of whether the actual liability under such Non-loan Facility has been borne or paid by the Financing Bank).

17.3 In respect of the utilization of any facility hereof other than RMB facility, during the performance of this Agreement. In the event that the Financing Bank could not obtain the rate of LIBOR, WSJ PRIME RATE or other stipulated base rate to calculate the Interest Rate, the Client under this Agreement shall negotiate with the Financing Bank on the applicable interest rate; however, if no agreement could be reached by the related paties within 10 Business Days from the beginning of such negotiation, the Financing Bank shall have the right to cancel any or all facility which is vet not utilized by Client under this Agreement, and/ or declare any or all of the debts under the facility which is utilized by Client under this Agreement (including but not limited to the principal, interest and any payable fees) deemed as at maturity and payable, and demand immediate repayment of the foregoing debts by the Clients. If any Facility that is used for the issuance of Letter of Credit. Letter of Guarantee or any such similar product type with contingent liability, the Client(s) hereof shall immediately repay or indemnify the Financing Bank

with the nominal amount of such products (regardless of whether the actual liability under such Non-loan Facility has been borne or paid by the Financing Bank).

17.4 For avoidance of any doubt:

"PBOC Base Interest Rate" refers to the base interest rate (per annum) of RMB loan which is published by the People's Bank of China with respect to certain period of loan from time to time; in case that no such rate could be obtained from the publishment of the People's Bank of China, it should also refer to the RMB base interest rate that is determined by the Financing Bank for related RMB finance in accordance with the related laws or contractual terms.

"LIBOR" refers to the London Interbank Offered Rate as published by the British Bankers Association on "Reuters Screen LIBOR01 Page at or about 11 o'clock a.m. London time two Business Days before the beginning of the respective interest period If for any reason such rate is not available, the term "LIBOR" shall mean the rate per annum appearing on Reuters Screen LIBOR Page as the London interbank offered rate for deposits in U.S. Dollars at the close of business on the immediately preceding Business Day or its equivalent for a sum of U.S. Dollars equal or comparable to the amount of the applicable advance; provided, however, if more than one rate is specified on Reuters Screen LIBOR Page, the applicable rate shall be the arithmetic mean of all such rates.

"WSJ PRIME RATE" refers to the Wall Street Journal Prime rate, which means the greater of (a) 3.25% and (b) the rate of interest per annum from time to time published in the "Money Rate" section of the Wall Street Journal as the "prime rate" then in effect in the United States of America; provided that if such rate of interest is no longer published therein, the "WSJ PRIME RATE" shall mean the rate of interest per annum announced by the Financing Bank as its "prime rate" in effect at its principal office in the state of California, even if it is not the Financing Bank's lowest rate.

18. STAMP DUTY

The Financing Bank and the Client(s) shall pay the stamp duty in accordance with the Interim Regulations of the P.R. China on Stamp Duties, the related implementation rules and any other provisions in this regard.

19. MULTI-CLIENT ARRANGEMENT

19.1 For the avoidance of doubt, if more than one Client exists herein as the borrower, then, unless otherwise expressly provided in this Agreement, the following rules shall be applied:

(a) In case that a "Client" is referred to in this Agreement, it means any and/or all Client(s) hereunder;

(b) All stipulations or provisions in relation to any Client's obligations provided in this Agreement shall be understood as being binding and applicable simultaneously and/or separately to each Client hereof;

(c) Any representation, undertaking or covenant and similar matters referred to or made by "the Client" in this Agreement, shall be deemed as being separately made by each Client hereof;

(d) Any stipulations or provisions in relation to the Client's rights may be applicable and exercise separately by each Client hereof;

(e) In the case of the calculation, management or control of any Facility limit hereunder (such as Total Facility Amount and any other sub-facility limit), the calculation under such limit(s) shall be understood as being based on all of the Clients heroef;

(f) If any circumstance relating to the non-compliance or violation of any requirements hereof is mentioned in this Agreement with the wording of "the Client", it shall be understood as that such non-compliance or violation being caused by any single Client hereof.

19.2 In the case that more than one Client exists herein, each Client hereunder shall bear joint and several liabilities for the indebtedness of any other Client hereunder. And the default of any Client hereunder shall be deemed as the default of any other and/or all Clients hereof.

19.3 At any time, the conditions precedent to the utilisation of the Facility hereof for any one of the Clients hereof in accordance with the Agreement, shall include:

(a) Sufficient Available Facility Amount remains; and

(b) In respect of the product type requested by the Client, after deduction of the aggregate of all outstanding utilisations of all Clients hereof (including the Client requests this time) under this product type, sufficient balance remains; for the avoidance of any doubt, the foresaid outstanding utilisation includes those for which the obligation of payment (whether belonging to the contingent liabilities or not) of the Financing Bank has not been released or reimbursed; and

(c) In case of utilisation in any Optional Currency, such amount of optional Currency is available by the Financing Bank at the drawdown date concerned; and

(d) No breach of any limit of facility hereunder occurs or is to be occurred; and

(e) If any calculation or exchange conversion in connection with the items above is involved, it shall be referred to the stipulation of Clause 7 in Part III hereunder.

19.4 At any time, both the outstanding facility utilized by all Clients under every product type and the aggregated facility amount under this Agreement shall be in compliance with the requirements of the Total Facility Amount and the sub-limit provided hereunder respectively. **The Financing Bank shall have the right to calculate the concerned facility from time to time, and at its sole discretion inform any Client hereof of the event of insufficient balance under any kind of facility limit and request any Client hereunder to prepay the relevant indebtedness.**

20. MISCELLANEOUS

20.1 The Agreement shall be governed by and construed in accordance with the laws of the P.R.China (for the purpose hereof, excluding the laws of Hong Kong. Macau and Taiwan area). Any dispute arising out of or in connection with the Agreement shall be resorted to the

exclusive jurisdiction of the court where the Financing Bank is located.

20.2 The Agreement consists of five parts, namely Part I - Execution Page, Part II - Special Provision, Part III - General Provision, Part IV - Specification and Part V - Schedule; these five parts constitute an indivisible integrity and shall be understood and read as a whole. When the Agreement becomes effective and in full force, the Agreement together with any related schedule (including but not limited to any executed drawdown notice, drawdown confirmation or application documents) embodies the entire agreement entered into by and between the Financing Bank and the Client(s) as to the facility granting issues provided herein, which shall supersede any oral or written agreement or similar stipulations in this regard previously agreed by the Financing Bank and the Client.

20.3 Where the introduction, imposition or variation of any law or any change in the interpretation or application of any law makes it unlawful or impractical without breaching such law for the Financing Bank to provide or maintain all or part of the Facility or to fund ail or part of the Facility or to carry out any or all of its other obligations under the Agreement or to charge or receive interest at the rate or rates applicable, then the Financing Bank shall have the right to notify the Client(s) hereof that any or all of the remaining facility availability shall be cancelled, and/or any or all of the facility utilised shall become immediately due and repayable by the Client(s). In any such event, the Financing Bank may (but shall not be obliged to) negotiate with the Client(s) hereof in good faith for any substitute arrangements acceptable to all parties.

20.4 The invalidity and unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provisions under this Agreement.

20.5 The Financing Bank’s failure to exercise, or any delay in exercising any of its rights and remedies shall not represent or imply as a waiver thereof, nor shall any single or partial exercising of any right or remedy prevent any further or other exercising of the rights or remedies thereof, The rights and remedies provided herein shall be accumulative and shall not exclude any other rights or

remedies that the Financing Bank may have in accordance with the laws.

20.6 Unless otherwise provided herein, the Client(s) hereof hereby irrevocably agrees that the Financing Bank may, in addition to the disclosure of any information relating to the Agreement per the requirements of any laws, governments and regulatory authority, disclose such information to its head offices, branches, subsidiaries, affiliates and advisors and their respective employees.

20.7 The headings under this Agreement are provided only for purpose of reference, which shall not be deemed as the basis of any interpretation to the contents of this Agreement. Any reference to the “Business Day” in this Agreement shall refer to a date on which the Financing Bank is open for business in the place where it is located.

20.8 This Agreement is being expressed in both Chinese and English. However, in the event of any inconsistency between these two versions, the Chinese version shall always prevail.

20.9 This Agreement will be executed in several original counterparts with the same legal effect; the Financing Bank and each Client hereof shall keep one original copy. If required, additional original counterparts may be increased for registration of mortgage, pledge or other purposes.

- End of General Provision -

Schedule **Agreement Ref. No.: CL201511002**

Specification

Product Type: Non-formula Loan (Short-term Working Capital Loan) **Category: Short-term Finance**

This Specification is used for the granting of the Non-formula Loan. Each Non-formula Loan shall be in compliance with the terms and conditions set forth below.

Non-formula Loan Limit	**Base Currency**	**Optional Currency**	
	Amount:		
	RMB 50,000,000.00	Currency 1	N/A
	in words:	Currency 2	N/A
	RMB FIFTY MILLION	Currency 3	N/A
Revolving	Revolving		
Availability Period	Available before the Maturity Date of the Loan Limit of the Specification		
Purpose	To finance daily working capital needs		
Maturity Date of the Loan Limit	12 months from the execution date of this s agreement		
Minimum Drawdown Amount	N/A	N/A	
Loan Tenor Period (Month)	Up to 12 months allowed	N/A	
Interest Rate	the PBOC Base Interest Rate plus a Margin of 1.40% (p.a.) (however subject to the permission of laws and applicable regulatory policies) *(the final applicable interest rate for each drawdown hereof shall be that stated in the written or drawdown confirmation by the Financing Bank.*		
Interest Period (Month)	1	N/A	
Minimum Prepayment Amount	N/A	N/A	
Penalty Interest Rate	**Overdue Penalty Rate:** 150% of the Applicable Interest Rate		

	Misappropriation Penalty Rate: 150% of the Applicable Interest Rate
Fee	
Disbursement Method	Under this Specification, the accumulated amount of direct payment cannot exceed RMB10,000,000.00; And, the rest amount under this Specification shall adopt Entrusted Payment. The Financing Bank reserves the right to adjust or alter the loan proceeds disbursement method depending on the actual situation.
Repayment Date	Repayment schedule: Principal due at maturity.

And, Interest shall be paid monthly.

Financial Covenants

Other stipulations(if any)

Purpose

The Non-formula Loan Limit is a sub-limit of the Total Facility Amount stipulated in Special Provision of this Agreement, which can only be used for the working capital purpose or the Client's normal business operations, but cannot be used for investment(s) over fixed assets, equity or any others, or be used in areas or for purposes for which the production or operation is prohibited by the government. No misappropriation of the loan proceeds hereof is allowed, and the Financing Bank shall have the full right to examine and monitor the Client's usage of the loan proceeds hereof at any time.

Drawdown

Unless otherwise stipulated in Part III - General Provision, the Client shall, at least 3 Business Days before the drawdown date, submit to the Financing Bank the Drawdown Notice (which shall contain a clause of payment authorization in

case that the disbursement of loan is the *Entrusted Payment Method;* please see Schedules for reference format) for the approval by the Financing Bank. This Notice shall be in written form, completely and duly signed and sealed. The Notice shall be deemed irrevocable unless written consent for the Client's withdrawal is given by the Financing Bank. If a designated drawdown date is not a Business Day, the drawdown shall be postponed to the first following Business Day.

Interest, Interest Calculation and Interest Payment

The applicable Interest Rate of each drawdown shall be calculated based on the following: (a) the PBOC Base Interest Rate and the corresponding adjustment range (by percentage or by specific margin, as the case may be) as recognized by the Financing Bank (for RMB facility); or (b) the base rate plus the margin as recognised by the Financing Bank; or (c) any other way of determining a rate of interest as agreed by the Financing Bank, and determined before the drawdown with a drawdown notice confirmed by the Financing Bank.

For each drawdown hereof, the interest shall be payable in arrears on the last day of the respective Interest Period (the twentieth day of each month or any other date agreed by the Financing Bank, collectively the "Interest Payment Day"). The first Interest Period of each drawdown shall be calculated from the date of drawdown ("Starting Day") to the most recent Interest Payment Day; If the last day of the Loan Tenor Period is not the last day of the last Interest Period, the interest for the final Interest Period shall be calculated through one Business Day prior to the last day of the Loan Tenor Period and paid on the last day of the Loan Tenor Period (the "Last Interest Payment Day")

The interest shall accrue from day to day and shall be calculated at the above Interest Rate on the actual number of days elapsed; the daily interest rate shall be calculated based on the following formula: the interest rate (per annum) / 360.

If the Interest Period ends on a day which is not a Business Day, that Interest Period shall instead end on the next Business Day of that calendar month (if there is one) or the preceding Business Day (if there is none).

The Financing Bank may, on each Interest Review Day (as defined below), review the applicable interest rate in

accordance with the market situation, and calculate and determine the new applicable interest rate by means of the method stated in this Specification, and apply such new interest rate to the beginning of the next Interest Period; the Financing Bank shall notify the Client of such change in interest rate promptly. For avoidance of any doubt, the "Interest Review Day" means the 20th day of each calendar month or any other date agreed by the Financing Bank; with respect to the facility other than RMB facility, the frequency of the Interest Review may be determined in accordance with the corresponding adjustment period of the interest rate (such as Libor or others) which is chosen to and applied for the drawdown.

Repayment

Unless otherwise agreed by the Financing Bank or stipulated herein, each drawdown under this Specification made by the Client shall be completely and fully repaid on the last day of the Loan Tenor Period or the maturity date of the Loan Limit specified in its drawdown notice (which shall be accepted by the Financing Bank) However, all outstanding amounts of drawdowns under this Specification shall be paid off on or before the Final Maturity Date (if stipulated) provided in this Agreement.

Prepayment

The Client may make prepayments based on the minimum prepayment amount requirements as stated above, by providing the Financing Bank with a written notice at least 3 Business Days before the intended prepayment date (however, a prepayment for all remaining loan outstanding amount will not be subject to the restriction of Minimum Prepayment Amount).

If, in the sole judgment of the Financing Bank, any financial covenant or stipulation provided in this Specification for the Client is breached or not abided by, then, unless such breaching or dissatisfaction has been cured or remedied by the Client to the satisfaction of the Financing Bank, the Financing Bank shall have the right to require the Client to immediately repay any or all of the debts under this Specification, so as to enable the Client to be back in compliance with the foregoing covenants under this Agreement; for the foregoing purpose, the Financing Bank shall be entitled to take any or all measures including but not limited to directly deduct any amount from any of the

accounts of the Client.

All prepayments shall be applied towards the repayment of the principal in a reverse order of maturity. Besides, if any prepayment is not made by the Client on the corresponding Interest Review Day, then, the Client shall reimburse the Financing Bank with a break funding cost, which is calculated as below: the difference between (a) the interest that the Financing Bank may expect to receive from the prepayment day to the last date of the Loan Tenor Period of such drawdown, if such prepayment is not made, and (b) the interest that the Financing Bank could have earned if such prepayment amount were placed into the inter-bank market from the prepayment date to the last date of the Loan Tenor Period of such drawdown.

Schedule 1

Drawdown Notice (Format)

Ref No.:

From: [Client]

To: **SPD SILICON VALLEY BANK CO., LTD.**

To whom it may concern,

With reference to the Facility Agreement (ref. number: , hereinafter the "Facility Agreement") dated [Date] and executed between the Financing Bank and us as Client. We hereby give you irrevocable notice that, pursuant to the Facility Agreement and the terms and conditions contained therein, we apply to make a drawdown as follows:

I. PARTICULAR
Amount:
Drawdown Date:
Maturity Date/Tenor:
Purpose:
This application is proposed under the
Product Type of Facility Agreement as left:

II. DISBURSEMENT METHOD
The disbursement method for this drawdown should be: [(A)]

(A) *Entrusted Payment Method* This drawdown should be made under *Entrusted Payment Method;* we hereby irrevocably authorize/entrust your Bank that: after transferring the drawdown amount to our Loan Account, please use the same to make payment to our commercial counterparty on behalf of us (related accounts info, and supporting documents to be attached otherwise):

We confirm that, at and until the issuance of this Payment Authorization Letter, all the representations, warranties, undertakings and covenants provided in the Facility Agreement are true and valid in all material respects and no Events of Default (or potential Events of Default) are existing or continuing. Terms defined in the Facility Agreement shall have the same meaning in this Payment Authorization Letter.

We hereby confirm that, where your Bank has received this payment authorization, your bank reserves the right not to process the payment if you are of the opinion that there are insufficient available funds even if the drawdown amount has been granted, or if the information given is incorrect, incomplete or is not sufficiently clear, or conflicts with that of supporting documents such as business contracts, or the processing thereof will lead to a breach of any applicable laws, regulations or stipulations in some agreement. Your Bank shall not be liable for any loss or damage suffered by any person arising out of payment delay, rejection and/or return, or any delay by your Bank in processing the payment or your Bank's decision in not processing the same, where any information given is, in the opinion of your Bank, incorrect, incomplete or is not sufficiently clear or the processing thereof will be in breach of any applicable laws, regulations or stipulations.

Unless another written notice of authorization cancellation is delivered to you otherwise and agreed by you, the authorization and entrustment hereunder shall always be valid.

(B) *Independent Payment Method* Please transfer the amount of this drawdown to our Loan Account for our discretionary payment. We undertake hereby we would provide to you a list of payment records within three months of such drawdown for purpose of evidencing our compliance with loan purpose hereof.

Our Loan Account at your bank (also as Outward Payment Account under Item (A) above) is:

We confirm that, at and until the drawdown date hereof, all the representations, warranties, undertakings and covenants in Clause 3, Clause 4 and Clause 5 in the Facility Agreement are true and valid in all material respects and no Events of Default (or potential Events of Default) are existing or continuing. Terms defined in the Facility Agreement shall have the same meaning in this Drawdown Notice.

Yours faithfully,

Authorized Signatures Client

Seal of Client

On behalf of

Date

For Bank Only

The drawdown application above is approved with the condition of the applicable interest rate as below:

The applicable Interest Rate under this drawdown shall be: (Please choose with the tick)

o [1XX]% of the PBOC Base Interest Rate; The current interest rate at the time of drawdown shall be:

o the PBOC Base Interest Rate plus a Margin of [X.X]% (p.a.) (however subject to the permission of laws and applicable regulatory policies); The current interest rate at the time of drawdown shall be:

o LIBOR plus [ ]% (p.a.) (Margin) The current interest rate at the time of drawdown shall be:

o WSJ PRIME RATE plus [ ]% (p.a.) (Margin) The current interest rate at the time of drawdown shall be:

o Other:

Please be advised that the applicable interest rate above may fluctuate or be adjusted in accordance with the provisions provided in the Facility Agreement.

Bank seal: Operator signature: _____ Date: _____

ACCOUNT INFORMATION
(for Entrusted Payment Method)

Ref No of drawdown notice:

Payee (full name)	Payee's Account Info.	Amount to pay	Remarks

Seal of Client

Date

Schedule 2

Re "Permitted Investments"

"Permitted Investments" are:

(a) Investments (including, without limitation, Subsidiaries) existing on the Effective Date and shown on the Perfection Certificate;

Investments consisting of Cash Equivalents;

Investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of Borrower;

Investments consisting of deposit accounts in which Bank has a perfected security interest;

Investments accepted in connection with Transfers permitted by Section 4.12;

Investments consisting of the creation of a Subsidiary for the purpose of consummating a merger transaction permitted by Section 4.12 of this Agreement, which is otherwise a Permitted Investment;

Investments (i) by Borrower in Subsidiaries (other than Borrower) not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate in any fiscal year; (ii) by Subsidiaries in other Subsidiaries (other than Borrower) not to exceed One Hundred Thousand Dollars ($100,000) in the aggregate in any fiscal year or in Borrower; and (iii) Investments by Borrower or its Subsidiaries in any Borrower;

Investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plans or agreements approved by Borrower's Board of Directors;

Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business;

Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business; provided that this paragraph shall not apply to Investments of Borrower in any Subsidiary.

Schedule 3

COMPLIANCE CERTIFICATE

The Client(s) under this Agreement confirms and undertakes to the Financing Bank that:

a) COMPLIANCE CERTIFICATE(S) would be completed and provided in accordance with the requirements of the Financing Bank during the period of this Agreement;

b) any COMPLIANCE CERTIFICATE submitted by the Client(s) shall comply in substance with the format required by the Financing Bank (including the format set forth below or any further version notified by the Financing Bank).

COMPLIANCE CERTIFICATE

TO: SPD SILICON VALLEY BANK CO., LTD. Date:

FROM: Beijing Secoo Trading Limited & KUTIANXIA(BEIJING) INFORMATION TECHNOLOGY CO., LTD. & Shanghai Secoo E-commerce Limited

The undersigned authorized officer of Beijing Secoo Trading Limited & KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD. & Shanghai Secoo E-commerce Limited ("Borrower") certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"):

(1) Borrower is in complete compliance for the period ending with all required covenants except as noted below; (2) there are no Events of Default, (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenant	Required	Complies
Monthly Company prepared consolidated financial statements	Monthly within 30 days of each month end	Yes/No
Monthly Company prepared consolidated Return Rate Report or E-mail confirmation	Monthly within 30 days of each month end	Yes/No
Compliance Certificate	Monthly within 30 days of each month end	Yes/No
Quarterly consolidated Inventory Report	Quarterly within 30 days of each quarter end	Yes/No
Quarterly Bank Statements of top three bank accounts in terms of deposit and accounts with deposit over USD1,000,000.00	Quarterly within 30 days of each quarter end	Yes/No
Annual CPA-Audited consolidated financial statements	Annually within 270 days from year end	Yes/No
Annual Board-approved consolidated financial projections	Within 15 days from board approval	Yes/No

Financial Covenant	Required	Actual	Complies
The client shall confirm that, Secoo Holding Limited (Company No. AT-25038, the Guarantor under this Agreement) shall maintain on a consolidated basis:			
Minimum Cash of:	160,000,000.00 RMB160,000,000.00 minimum unrestricted cash at all time.		Yes/No
Minimum Quarterly Revenue of:	Q1'2016: USD50,000,000.00 Q2'2016: USD80,000,000.00 Q3'2016: USD120,000,000.00 Q4'2016: USD170,000,000.00 Q1'2017: USD65,000,000.00		Yes/No
Minimum Quarterly EBITDA of:	Q1'2016: (USD6,000,000.00) Q2'2016: (USD5,500,000.00) Q3'2016: (USD3,000,000.00) Q4'2016: USD500,000.00 Q1'2017: USD500.000.00		Yes/No

Note: Financial covenants for 2017 will be revisited upon receipt and review of 2017 board-approved (updated) plan.

The following Intellectual Property was registered (or a registration application submitted) after the Effective Date (if no registrations, state "None")

Other Matters

Have there been any amendments of or other changes to the capitalization table of Borrower and to the Operating Documents of Borrower or any of its Subsidiaries? (oYes oNo)

If yes, provide copies of any such amendments or changes with this Compliance Certificate.

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

COMPANY

Beijing Secoo Trading Limited

By: _____

Name: _____

Title: _____

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER

Date: _____

Verified: _____
AUTHORIZED SIGNER

Date: _____

Compliance Status: o Yes o No

COMPANY

KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD.

By: _____

Name: _____

Title: _____

COMPANY

Shanghai Secoo E-commerce Limited

By: _____

Name: _____

Title: _____

Exhibit 10.24

Execution Version

DATED: May 11th 2016

HONG KONG SECOO INVESTMENT GROUP LIMITED

and

SPD SILICON VALLEY BANK CO., LTD.

DEBENTURE
constituting a fixed and floating charge
over all the assets of
Hong Kong Secoo Investment Group Limited

TROUTMAN SANDERS
SOLICITORS AND INTERNATIONAL LAWYERS
34th FLOOR
TWO EXCHANGE SQUARE
8 CONNAUGHT PLACE
CENTRAL, HONG KONG

CONTENTS

THIS DEED OF DEBENTURE is dated May 11th 2016 and made

BETWEEN:

(1) **HONG KONG SECOO INVESTMENT GROUP LIMITED**, a company incorporated under the laws of Hong Kong with its registered office at Unit 806, 8th Floor, Tower II, Cheung Sha Wan Tower, 833 Cheung Sha Wan Road, Kowloon, Hong Kong ("**Chargor**"); and

(2) **SPD SILICON VALLEY BANK CO., LTD.** or in Chinese characters ("□□□□□□□□□□"), a Sino-foreign joint venture banking company established under the laws of the People's Republic of China ("**Bank**").

WHEREAS:

(A) By a loan agreement (entitled "□□□□" in Chinese characters) dated May 11th 2016 made between (1) Beijing Secoo Trading Limited, (2) KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD. and (3) Shanghai Secoo E-commerce Limited as borrowers (collectively "**Borrowers**" and each a "**Borrower**") and the Bank as lender ("**Loan Agreement**"), the Bank has agreed to extend certain loan facilities to the Borrowers subject to and upon the terms and conditions set out therein.

(B) As a condition to the making of the loan facilities available to the Borrowers under the Loan Agreement, this Debenture is to be delivered to the Bank.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions and Interpretation

In this Deed (including the recitals above and the Schedules), terms and expressions defined in or construed for the purposes of the Loan Agreement shall have the same meanings or be construed in the same manner when used in this Deed unless specifically defined herein, and the following expressions shall, unless the context requires otherwise, have the following meanings:

"Authorised Signer(s)"	has the meaning given to it in the Loan Agreement;
"Charged Debts"	the assets and choses in action referred to in Clause 2.2(a)(i);
"Charged Property"	has the meaning given to it in Clause 2.2(a)(i) to (viii) and the whole of the undertakings and all the property, assets and rights of the Chargor,

	whatsoever and wheresoever if and insofar as not otherwise effectively charged by way of first fixed charge by Clause 2.2(a), and references to Charged Property include references to any part of it;
"Chargor's Shares and Investments"	has the meaning ascribed to it in Clause 2.2(a)(ii);
"Deposit with Xiamen International Bank"	the total amount of RMB 155,300,000 deposited by the Chargor in its accounts as at the date hereof maintained with Xiamen International Bank, details of which accounts are set out in Schedule 2;
"Encumbrance"	any asset, any mortgage, lien, pledge, charge, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other security interest or encumbrance of any kind in respect of such asset or any other type of preferential arrangement (including without limitation, a title transfer or retention arrangement) having similar effect;
"Event of Default"	any event or circumstance specified as such in Section 13 of the Loan Agreement or in Clause 7 of this Deed and shall include a "prospective Event of Default", which means any event or circumstance which with the giving of notice and/or the making of any relevant determination and/or the forming of any necessary opinion would be an Event of Default;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Non-Residential Account"	the bank account opened and maintained by Chargor with the Bank as at the date hereof, full particulars of which are set out in Schedule 2;
"Permitted Indebtedness"	means any indebtedness expressly permitted by the Bank in writing;

"Permitted Liens"	has the meaning given to it in Section 4.12 of the

	Loan Agreement and without limitation include the pledge given by the Chargor in favour of Xiamen International Bank as evidenced by contract no. GPR15217, GPR15217-2, GPR15217-3 and GPR 15217-4 in the total amount of RMB155,000,000 in respect of the Deposit with Xiamen International Bank;
"Receiver"	any receiver, manager, receiver and manager or other similar officer appointed by the Bank in respect of the security hereby granted;
"RMB"	Renminbi, the lawful currency of the People's Republic of China;
"Secured Indebtedness"	all and any sums (whether principal, interest, fees or otherwise), obligations and liabilities which are or at any time may become payable by the Borrowers under the Loan Agreement or payable by any person under any Security Document and all other monies hereby secured;
"Security Documents"	this Deed, the Loan Agreement and any other agreements or instruments that may evidence or create any security interest in favour of the Bank to be provided to the Bank as security to secure the payment obligations of the Borrowers under the Loan Agreement;
"US$"	US dollars, the lawful currency of the United States; and
"Xiamen International Bank"	a banking company established under the laws of the People's Republic of China and transliterated for the purpose of this Deed as "Xiamen International Bank".

1.2 Successors and Assigns

The expressions "Chargor" and "Bank" shall where the context permits include their respective successors and permitted assigns and any persons deriving title under them.

1.3 Miscellaneous

In this Deed, unless the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as replaced, amended, modified or

re-enacted from time to time; words importing the singular include the plural and vice versa and words importing a gender include every gender; references to this Deed, the Loan Agreement or any Security Document shall be construed as references to such document as the same may be amended or supplemented from time to time; unless otherwise stated, references to Clauses are to the clauses of this Deed. Clause headings are inserted for reference only and shall be ignored in construing this Deed.

2. CHARGE

2.1 Covenant to Pay

The Chargor unconditionally and irrevocably covenants with the Bank that it shall on demand of the Bank discharge the Secured Indebtedness on the due dates in accordance with their respective terms and agrees to indemnify the Bank against all losses which the Bank may suffer or incur through or arising from any breach by the Chargor of its obligations under this Deed.

2.2 Charge

The Chargor as beneficial owner charges to the Bank as a continuing security for the due and punctual payment of the Secured Indebtedness all of the Chargor's rights, title and interests, both present and future in and to each of the following assets:

(a) by way of first fixed charge:

(i) all book and other debts, receivables, moneys, revenues, royalties, claims and things in action due or owing to or purchased or otherwise acquired by the Chargor, the proceeds of the same, all legal, beneficial or equitable interests and rights in trust belonging to or held by the Chargor, the benefit of all discretionary payments and the proceeds of any claim or receivable of the Chargor not itself capable of being charged; and the full benefit of all notes, bonds, bills of exchange, negotiable and non-negotiable instruments, guarantees, indemnities, Encumbrance, rights of set-off, security reservations of proprietary rights, rights of tracing and liens and all other rights, claims and remedies in respect of the above or otherwise;

(ii) the Chargor's Shares and Investments, namely all the rights, title and interests of the Chargor in and to all stocks, shares, debentures, bonds or other securities or investments and all other interests of the Chargor in any person (including but not limited to the entire equity interest in Kutianxia (Beijing) Information Technology Co., Ltd. or in Chinese characters "□□□ (□□) □□□□□□□□", a company established under the laws of the PRC with its corporate details set out in Schedule 3 ("**Beijing WFOE**") and all rights, benefits and advantages arising in respect of or incidental to the same;

(iii) the uncalled capital, goodwill and all patents, patent applications, inventions, trademarks and service marks and applications therefor, trade names, registered designs, copyrights, know-how and other intellectual property rights of the Chargor and all licences and all rights, benefits and advantages arising in respect of or incidental to the same;

(iv) any credit balance from time to time on any account opened or maintained by the Chargor with any financial institution including but not limited to the accounts set out in Schedule 2, but excluding the Deposit with Xiamen International Bank or any part thereof;

(v) all real property and all rights and interests in or affecting land (or the proceeds of sale of land or the documents of title to land) of the Chargor and all buildings, structures, fixtures (including trade fixtures), including the full benefit of all Encumbrance, options, agreements, rights and interests of the Chargor over or affecting land and all fixed plant, other plant, machinery, fittings and equipment and all other chattels now or at any time after the date of this Deed belonging to the Chargor and its interest in any plant, machinery, equipment or chattels in its possession, including the benefit of all contracts and warranties relating to the same (excluding any of the same for the time being forming part of its stock in trade or work in progress);

(vi) all the rights and interests of the Chargor under any sale or purchase agreements and distributorship or any similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable and non-negotiable instruments held by it;

(vii) the benefits of all licences, quota, consents and authorities (statutory or otherwise) held in connection with its business or the use of any asset charged by any paragraph in this Clause 2 and the right to recover and receive all proceeds and/or compensation which may be payable to it in respect of them;

(viii) all benefits in respect of all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest and all claims and returns of premiums in respect of them; and

(b) by way of first floating charge, the whole of the undertakings and all the property, assets and rights of the Chargor, whatsoever and wheresoever if and insofar as not otherwise effectively charged by way of first fixed charge by paragraph (a) above, save and except the Deposit with Xiamen International Bank or any part thereof.

2.3 Conversion of Floating Charge to Fixed Charge

The Bank may at any time, by notice in writing to the Chargor, convert the floating charge referred to in Clause 2.2(b) into a fixed charge as regards all of the property and assets described in Clause 2.2(b) or only those property and assets described in such notice. Notwithstanding the above the floating charge shall automatically, without notice, be converted into a fixed charge as regards all the assets subject to the floating charge if any of the followings occurs:

(a) the Chargor, without the prior written consent of the Bank, creates, incurs or permits to arise or subsist any Encumbrance over any of the Charged Property or attempts or takes any steps so to do;

(b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property;

(c) a petition is presented for the compulsory winding-up of the Chargor; or a meeting is convened for the passing of a resolution for the voluntary winding-up of the Chargor;

(d) an application is presented or made for a warrant of execution, writ of fieri facias, garnishee order or charging order in respect of any of the assets of the Chargor;

(e) a resolution is passed or an order is made for the winding-up, dissolution or reorganisation of the Chargor;

(f) any event occurs under the laws of any jurisdiction having a similar or analogous effect to any of those events referred to in sub-clauses(a) to (e) above.

2.4 Discharge

Upon payment in full of all the Secured Indebtedness to the satisfaction of the Bank and provided that the Bank has no further obligation to make loans to the Borrowers, the Bank shall, at the request and cost of the Chargor, and in such form as the Bank shall approve, discharge the security created by this Deed. If the Bank considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

3. CONTINUING SECURITY

This Deed shall be a continuing security and shall remain in full force and effect until the Secured Indebtedness has been paid in full, notwithstanding the insolvency or liquidation or any incapacity or change in the constitution or status of the Chargor or any other person or any

intermediate settlement of account or other matter whatsoever. This Deed is in addition to, and independent of, any Encumbrance, guarantee or other security or right or remedy now or at any time hereafter held by or available to the Bank.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

The Chargor represents and warrants to the Bank that:

(a) the Chargor is a company duly incorporated with limited liability and validly existing under the laws of its place of incorporation, and has full power, authority and legal right to own its property and assets and to carry on its business;

(b) the Chargor has full power, authority and legal right to enter into and engage in the transactions contemplated by this Deed and has taken or obtained all necessary corporate and other action and consents to authorise the execution and performance of this Deed;

(c) this Deed constitutes legal, valid and binding obligations of the Chargor enforceable in accordance with its terms;

(d) neither the execution of this Deed nor the performance by the Chargor of any of its obligations or the exercise of any of its rights hereunder will conflict with or result in a breach of any law, regulation, judgment, order, authorisation, agreement or obligation applicable to it or cause any limitation placed on it or the powers of its directors to be exceeded or result in the creation of or oblige the Chargor to create an Encumbrance in respect of any of its property or assets (except in favour of the Bank under or pursuant to this Deed);

(e) all authorisations required from any governmental or other authority or from any shareholders or creditors of the Chargor for or in connection with the execution, validity and performance of this Deed have been obtained and are in full force and effect;

(f) the Charged Property are beneficially owned by the Chargor free from any charge except Permitted Liens;

(g) no litigation, arbitration or administrative proceeding is currently taking place or pending or, to the knowledge of the Authorised Signer, threatened in writing by or against the Charged Property or the Chargor or any of its subsidiaries involving more than, individually or in the aggregate, Fifty Thousand U.S. Dollars (US$50,000);

(h) none of the Chargor and its subsidiaries is in default under any law, regulation, judgment, order, authorisation, agreement or obligation applicable to it or its respective assets or revenues, the consequences of which default could materially and adversely affect its business or financial condition or the value of the Charged Property or its ability to perform its obligations under this Deed and no Event of Default or prospective Event of Default has occurred;

(i) none of the Chargor and its subsidiaries has any indebtedness to any party except Permitted Indebtedness;

(j) all financial and other information supplied to the Bank by or on behalf of the Chargor in connection with the Loan Agreement or this Deed is true and accurate in all material respects; and

(k) the Chargor as at the date hereof owns the entire equity interest in the Beijing WFOE and the details of the Beijing WFOE as set out in Schedule 3 are true and correct.

4.2 Bring-Down of Representation and Warranty

The Chargor also represents and warrants to and undertakes with the Bank that the foregoing representations and warranties will be true and accurate in all material respects on the date of this Deed, the date any Payment/Advance Form is provided to Bank and on the Funding Date of each Credit Extension.

4.3 Acknowledgment of Reliance

The Chargor acknowledges that the Bank has entered into this Deed in reliance upon the representations and warranties contained in this Clause.

5. UNDERTAKINGS

5.1 Perfection of Security

The Chargor shall deliver to the Bank forthwith upon execution of this Deed:

(a) in respect of each account already established on or before the date of this Deed), a notice of charge substantially in the form set out in Schedule 1 (or otherwise in form and substance satisfactory to the Bank) in respect of each account duly executed by, or on behalf of, the Chargor and promptly acknowledged (in accordance with the terms of such notice) by each of the banks or financial institutions with which such account is opened or maintained;

(b) deliver to the Bank all deeds, certificates and other documents of title relating to the Charged Property held by or on behalf of the Chargor at the date of this Deed; and

(c) deliver to the Bank all certificates or other documents of title to the Chargor's Shares and Investments existing as at the date of this Deed, and stock transfer forms or, as the case may be, other appropriate instruments of transfer in respect of such Chargor's Shares and Investments (executed in blank by or on behalf of the Chargor).

5.2 Positive Undertakings

The positive undertakings in this Clause 5.2 remain in force from the date of this Deed for so long as any Secured Indebtedness is outstanding or the Bank has any obligation to make loans to the Borrowers:

(a) The Chargor shall conduct and carry on its business in a proper manner and keep or cause to be kept proper books of accounts relating to its business. The Chargor shall promptly supply to the Bank such books of accounts and other information and records regarding its assets, financial condition, business and operations as the Bank may reasonably request.

(b) The Chargor undertakes to the Bank that it is and will continue to be the sole beneficial owner of the Charged Property free from any Encumbrance, except Permitted Liens.

(c) The Chargor shall deliver to the Bank, in respect of any other asset which is the subject of a charge pursuant to Clause 2.2(a) or any fixed charge arising from conversion (whether automatic or by notice) of any floating charge created hereunder a notice of charge in respect of such asset in such form as the Bank may require from time to time promptly upon demand of the Bank, and procure that such notice is promptly duly acknowledged (in accordance with the terms of such notice) by each person to whom such notice is expressed to be given.

(d) Forthwith upon the establishment of any account with any financial institution after the date of this Deed, the Chargor shall deliver to the Bank a notice of charge substantially set out in the form in Schedule 1 (or otherwise in form and substance satisfactory to the Bank) in respect of each account duly executed by, or on behalf of, the Chargor and promptly acknowledged (in accordance with the terms of such notice) by each of the banks or financial institutions with which such account is opened or maintained.

(e) Forthwith upon the acquisition by the Bank of any interest in any property within the meaning of Charged Property, the Chargor shall deliver to the Bank all deeds, certificates and other documents of title relating to such property held by or on behalf of the Chargor at the date of this Deed.

(f) Promptly upon any acquisition of any Chargor's Shares and Investment and/or the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from any Chargor's Shares and Investments, the Chargor shall notify the Bank of that occurrence and procure the delivery to the Bank of all certificates or other documents of title to the Chargor's Shares and Investments representing such items, and stock transfer forms or, as the case may be, other appropriate instruments of transfer in respect of such Chargor's Shares and Investments (executed in blank by or on behalf of the Chargor).

(g) The Chargor shall:

(i) get in and realise the Charged Debts in the ordinary course of its business;

(ii) procure that all the proceeds of the getting in and realisation of the Charged Debts are paid immediately to a bank account designated by the Bank; and

(iii) in the event that it receives the proceeds of the getting in and realisation of the Charged Debts (other than in the bank accounts referred to in (ii) above), hold such proceeds on trust for the Bank and immediately pay them to the Bank for application towards the Secured Indebtedness or as the Bank may direct.

(h) The Chargor shall, during the subsistence of this Deed, deliver details of each account maintained by it with any financial institution, as requested by the Bank.

(i) The Chargor shall observe and perform all covenants and stipulations (under any agreement, law, regulation or otherwise) from time to time affecting the Charged Property, pay and discharge all debts and liabilities in respect of the Charged Property, take such action as may from time to time be necessary or desirable to preserve and maintain the Charged Property, and not do or suffer or omit to be done any act, matter or thing such that any provision of any applicable law, decree, order or regulation from time to time affecting the Charged Property is infringed. If applicable, the Chargor shall allow the Bank or its authorised representatives or agents at all reasonable times upon prior appointment with the Chargor to enter into and inspect the relevant Charged Property without the Bank by so doing only being deemed to have taken possession of that Charged Property.

(j) The Chargor shall:

(i) take all reasonable steps to maintain, preserve and protect its revenues and assets (tangible and intangible) and take out and maintain insurances on and in relation to its business and assets with reputable underwriters or insurance companies against those risks and contingencies, and to the extent, usually insured against by prudent companies located in the same or similar location and carrying on a similar business, and with the interest of the Bank noted on the policies and with the policies containing such provisions for the benefit of the Bank as the Bank may require;

(ii) on demand produce to the Bank the policies of such insurances and proof of payment of all premiums and other moneys necessary for effecting and keeping such insurances; and

(iii) immediately upon receipt pay to the Bank and pending such payment hold on trust for the Bank all moneys received by the Chargor by virtue of any insurances maintained or effected by it (whether or not effected pursuant to the above) for application in making good the loss or damage in respect of which such moneys are received or, at the option of the Bank, for payment to such account(s) as the Bank may specify.

(k) The Chargor shall promptly give such notice, order or direction in relation to the Charged Property as the Bank may reasonably require for the purpose of obtaining the full benefit of this Deed.

(1) The Chargor shall procure that the details of this Deed are registered, by or on behalf of the Bank, with the Hong Kong Companies Registry within five weeks of the date of execution hereof or within such time as the Bank may in its reasonable opinion deem appropriate.

(m) The Chargor shall, without prejudice to sub-clause (g)(iii), procure that all the proceeds of the getting in and realisation of the Charged Debts are paid immediately to the Non-Residential Account where such proceeds are denominated in US dollar.

(n) The Chargor shall, if and when required by the Bank, promptly take such steps and execute, seal and deliver such documents and deeds and do such assurances, acts and things as the Bank shall require in respect of the Charged Property to:

(i) secure the Secured Indebtedness;

(ii) perfect or protect any Encumbrance created or intended to be created by this Deed and its priority; or

(iii) facilitate the exercise or proposed exercise by the Bank of any of its rights under this Deed; and

(o) As from 1 October 2015 the Deposit with Xiamen International Bank will in its entirety become available to be charged pursuant to this Deed and be free from any encumbrance except for any charge to be created pursuant to this Deed.

5.3 Negative Undertakings

The negative undertakings in this Clause 5.3 remain in force from the date of this Deed for so long as any Secured Indebtedness is outstanding or the Bank has any obligation to make loans to the Borrowers.

(a) The Chargor shall not create or attempt to create or permit to subsist any Encumbrance over or affecting the Charged Property except Permitted Liens.

(b) The Chargor shall not, save for disposal on arm's length in the ordinary course of business of any Charged Property subject to the floating charge created under Clause 2.2(b), enter into, nor agree to enter into, a single transaction or a series of transactions (whether related or not) to sell, lease, transfer, assign or otherwise dispose of the Charged Property, nor create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property, except as expressly permitted under the Loan Agreement or with the prior written consent of the Lenders.

(c) So long as an Event of Default shall exist, the Chargor shall not withdraw or attempt to withdraw any moneys from the bank accounts referred to in Clause 2.2(a)(iv) and Clause 5.2(g)(ii) except with the prior written consent of the Bank.

(d) The Chargor shall not declare any dividends or pay any similar distribution to its shareholders or redeem or purchase its own shares except as permitted by the Loan Agreement.

(e) The Chargor shall not take or omit to take any action which might prejudice the value of the Charged Property, the Bank's rights in respect of the Charged Property and/or the effectiveness of this Deed.

6. SHARE RELATED AUTHORISATIONS

6.1 Control and registration of Chargor's Shares and Investments

The Chargor authorises the Bank:

(a) to hold, retain and keep possession and control of the Chargor's Shares and Investments or to appoint any other person as its nominee or agent to do so; and

(b) to procure the registration of the Chargor's Shares and Investments, at the discretion of the Bank, in the name of the Bank or its nominee, or (on or after the occurrence of an Event of Default) in the name of any purchaser.

6.2 Voting rights

(a) Until the occurrence of an Event of Default, the Chargor may exercise all voting and other rights attached to the Chargor's Shares and Investments as it sees fit, provided that the Chargor shall exercise its voting and other rights only after notifying the Bank of the subject matter of any such proposed voting or other rights and, in any event, the Chargor shall not exercise, or permit the exercise of, any such voting or other rights in contradiction to any direction of the Bank.

(b) On or at any time after the occurrence of an Event of Default, the Bank may (in the name of the Chargor or otherwise and without any further consent or authority on the part of the Chargor) exercise, in the sole discretion of the

Bank, all voting and other rights attached to the Chargor's Shares as if the Bank were the sole legal and beneficial owner of the Chargor's Shares and Investments.

6.3 Collection of dividends

(a) Until the occurrence of an Event of Default, the Chargor may collect and hold all dividends, interest, distributions and other moneys accruing or payable on any of the Shares and Investments and all accretions, allotments, warrants, securities, rights and other benefits accruing on, arising from or offered to the Chargor's Shares and Investments by way of redemption, bonus, preference, option, consolidation, division, conversion, substitution, exchange or otherwise for its own account.

(b) On or at any time after the occurrence of an Event of Default, the Chargor authorises the Bank to collect (and shall pass over to the Bank if received by the Chargor) all dividends, interest, distributions and other moneys accruing or payable on any of the Chargor's Shares and Investments and all accretions, allotments, warrants, securities, rights and other benefits accruing on, arising from or offered to the Chargor's Shares and Investments by way of redemption, bonus, preference, option, consolidation, division, conversion, substitution, exchange or otherwise and to hold the same in the name of the Bank or its nominee as part of the Charged Property, provided that the Bank shall not be under any responsibility for ascertaining nor for informing the Chargor of nor for taking or omitting to take any such action.

(c) The Bank may, upon the occurrence of an Event of Default, at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares and Investments.

6.4 Accounts

After the occurrence of an Event of Default, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any account opened or maintained by the Chargor with any financial institution except with the prior written consent of the Bank.

6.5 Return of securities

The Bank is entitled to return to the Chargor securities of such class and denomination into which the Chargor's Shares may have been changed and securities which may not have the same serial number or identification as those originally deposited with or received by the Bank or its nominee or agent.

7. EVENTS OF DEFAULT

Without prejudice to and in addition to those specified in Section 13 of the Loan Agreement, each of the following events and circumstances shall be an Event of Default:

(a) the Chargor or any other person purports or attempts to create any Encumbrance over all or any part of the Charged Property or any other assets expressed to be secured under any other Security Document or any third party asserts a claim in respect thereof other than Permitted Liens;

(b) the Chargor or any party (other than the Bank) to any other Security Document defaults in the performance or observance of or compliance with any of its respective obligations set out herein or in any other Security Document or breaches in any material respect any representation or warranty made by any of them thereunder, which default or breach is incapable of remedy or, if capable of remedy, is not remedied within 10 days after the occurrence thereof with respect to defaults or breaches of provisions herein or within any grace period set forth in the applicable Security Document with respect to defaults or breaches under other Security Documents; provided, however, that if the default cannot by its nature be cured within the ten day period or cannot after diligent attempts by Chargor be cured within such ten day period, and such default is likely to be cured within a reasonable time, then Chargor shall have an additional period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to cure the default shall not be deemed an Event of Default (but no Credit Extensions shall be made during such cure period); and

(c) the security created by this Deed or by any other Security Document or any part thereof fails or ceases for any reason to be in full force and effect or is terminated or jeopardised or becomes invalid or unenforceable or if there is any dispute regarding the same or if there is any purported termination of the same or it becomes impossible or unlawful for the Chargor or any other party to perform any of its respective obligations hereunder or under any other Security Document or for the Bank to exercise all or any of its rights, powers and remedies hereunder or under any other Security Document; and

(d) the Chargor fails to comply with its obligations under Clause 5.2.

8. ENFORCEMENT

8.1 Enforceability

Upon the occurrence of an Event of Default, the security hereby created shall become immediately enforceable in accordance with the provisions hereof.

8.2 Powers of Bank

At any time after the security hereby created has become enforceable, the Bank may enforce all or any part of such security (at the terms, in the manner and on the terms as it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property and may exercise, without further notice and whether or not it shall have appointed a Receiver, all the powers and discretions hereby conferred either expressly or by implication on a Receiver (and in relation to express powers and discretions as if any reference to the Receiver were a reference to the Bank) and all other powers conferred upon mortgagees by the Conveyancing and Property Ordinance (Cap. 219 of the laws of Hong Kong) or otherwise.

8.3 Appointment of Receiver

At any time after the security hereby created has become enforceable, or if requested by the Chargor, the Bank may in writing either under seal or under the hand of a duly authorised officer of the Bank, appoint any person or persons to be a Receiver of the Charged Property and may from time to time fix his or their remuneration and may remove any Receiver so appointed and appoint another in his place. Where more than one Receiver is so appointed, any reference in this Deed to a Receiver shall apply to all such Receivers so appointed and the appointment shall be deemed to be a joint and several appointment so that the rights, powers, duties and discretions vested in the Receiver may be exercised jointly by the Receivers so appointed or severally by each of them.

8.4 Powers of Receiver

The Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and the Receiver shall, in addition to all powers conferred upon mortgagees or receivers by law or otherwise, have power (exercisable without further notice):

(a) to take possession of, collect and get in and give receipts for the Charged Property;

(b) to sell by public auction or private contract or otherwise dispose of or deal with the Charged Property in such manner, for such consideration and generally on such terms and subject to such conditions as the Receiver may think fit with full power to convey or otherwise transfer the Charged Property in the name of the Chargor or other legal or registered owner. Any consideration may be in the form of cash, debentures, shares, stock or other valuable consideration and may be payable immediately or by instalments spread over such period as the Receiver shall think fit and so that any consideration received in a form other than cash shall forthwith on receipt be and become charged with the payment of the Secured Indebtedness;

(c) to insure and keep insured the Charged Property of an insurable nature against loss or damage by such risks and contingencies as the Receiver may think fit,

in such manner in all respects as the Receiver may think fit, and to maintain, renew or increase any insurances in respect of the Charged Property;

(d) to institute, prosecute and defend any proceedings in the name of the Chargor or otherwise as may seem expedient;

(e) to make and effect all repairs, renewals, alterations, improvements and developments to or in respect of the Charged Property;

(f) to make any arrangement, settlement or compromise or enter into any contracts which the Receiver shall think expedient in the interests of the Bank;

(g) for the purpose of exercising any of the powers, authorities and discretions conferred on him by or pursuant to this Deed and of defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose in connection herewith, to raise and borrow money either unsecured or on the security of the Charged Property either in priority to this Deed or otherwise and generally on such terms and conditions as he may think fit provided that:

(i) no Receiver shall exercise such power without first obtaining the written consent of the Bank and the Bank shall incur no liability to the Chargor or any other person by reason of its giving or refusing such consent whether absolutely or subject to any limitation or condition; and

(ii) no person lending such money shall be concerned to enquire as to the existence of such consent or the terms thereof or as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

(h) to appoint managers, agents, officers, solicitors, accountants, auctioneers, brokers, architects, engineers, workmen or other professional or non-professional advisers, agents or employees for any of the aforesaid purposes at such salaries or for such remuneration and for such periods as the Receiver may determine and to dismiss any of the same or any of the existing staff of the Chargor and to delegate to any person any of the powers hereby conferred on the Receiver;

(i) in the exercise of any of the above powers to expend such sums as the Receiver may think fit and the Chargor shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon at such rates as are set out in Section 2.3(b) of the Loan Agreement from the time of the same having been paid or incurred and until such repayment such sums together with such interest shall be secured by this Deed;

(j) to have access to and make use of the premises and the accounting and other records of the Chargor and the services of its staff for all or any of the purposes aforesaid;

(k) to do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the Bank's security created by this Deed and which the Receiver may lawfully do and to use the name of the Chargor for all the purposes aforesaid.

8.5 No Restrictions on Power of Sale

No restrictions imposed by any ordinance or other statutory provision in relation to the exercise of any power of sale shall apply to this Deed.

8.6 Receiver to Conform to Bank's Directions

The Receiver shall in the exercise of the Receiver's powers, authorities and discretions conform to the directions and regulations from time to time given or made by the Bank.

8.7 Powers to be Given Wide Construction

The powers of the Bank and the Receiver hereunder shall be construed in the widest possible sense to the intent that the Bank and the Receiver shall be afforded as wide and flexible a range of powers as possible.

8.8 No Liability to Account as Mortgagee in Possession

Nothing that shall be done by or on behalf of the Bank shall render it liable to account as a mortgagee in possession for any sums other than actual receipts.

8.9 No Liability for Losses

The Bank and the Receiver shall not be answerable for any losses, involuntary or otherwise, which may arise in the exercise by the Bank or the Receiver of their respective powers hereunder.

8.10 Purchaser Not Bound to Enquire

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Bank or the Receiver to exercise any of the powers hereby conferred has arisen or not or be concerned with the propriety or regularity of the exercise thereof or be concerned with notice to the contrary or be concerned or responsible for the application of any monies received by the Bank or the Receiver and the receipt of the Bank or the Receiver for any monies paid to it shall be a good and sufficient discharge to the person paying the same.

9. APPLICATION OF RECEIPTS

All monies received by the Bank or the Receiver hereunder shall be applied in or towards satisfaction of the Secured Indebtedness in such order of priority as the Bank in its absolute discretion may determine (subject to the prior discharge of all liabilities

having priority thereto by law) and subject to any such determination in the following order of priority:

(a) in payment or satisfaction of all costs, charges, expenses and liabilities incurred and payments made by or on behalf of the Bank or the Receiver in connection with the exercise of any powers hereunder and in preserving or attempting to preserve this security or the Charged Property and of all outgoings paid by the Bank or the Receiver;

(b) in payment to the Receiver of all remuneration as may be agreed between him and the Bank to be paid to him at the time of, or at any time after, his appointment;

(c) in payment or satisfaction of the remaining Secured Indebtedness (interest being satisfied first) or such part thereof as the Bank may determine until the whole of the Secured Indebtedness shall have been certified by the Bank as having been discharged and so that, if the Bank is contingently liable or will or might be so liable in respect of any monies, obligations or liabilities hereby secured, all monies not dealt with under the preceding provisions of this Clause shall be placed on deposit in such separate account as the Bank in its absolute discretion may think fit for the purpose of securing the contingent liabilities of the Bank and shall become subject to this security, to be applied against such contingent liabilities as they fall due,

and the remaining balance (if any) shall be paid to the Chargor or other person entitled thereto.

10. TAXES AND OTHER DEDUCTIONS

All sums payable by the Chargor under this Deed shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any tax or other deductions or withholdings of any nature. If the Chargor is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, the Chargor shall, together with such payment, pay such additional amount as will ensure that the Bank receives (free and clear of any tax or other deductions or withholdings) the full amount which it would have received if no such

deduction or withholding had been required. The Chargor shall promptly forward to the Bank copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

11. COSTS, CHARGES AND EXPENSES

The Chargor shall from time to time forthwith on demand pay to or reimburse the Bank or (as the case may be) the Receiver for:

(a) all costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by the Bank or

the Receiver in connection with the preparation, execution and registration of this Deed, any other documents required in connection herewith and any amendment to or extension of, or the giving of any consent or waiver in connection with, this Deed;

(b) all costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by the Bank or the Receiver in exercising any of its or their rights or powers hereunder or in suing for or seeking to recover any sums due hereunder or otherwise preserving or enforcing its or their rights hereunder or in connection with the preservation or attempted preservation of the Charged Property or in defending any claims brought against it or them in respect of this Deed or the Chargor's interest in the Charged Property or in releasing or re-assigning this Deed upon payment of all monies hereby secured; and

(c) all remuneration payable to the Receiver,

and, until payment of the same in full, all such costs, charges, expenses and remuneration shall be secured by this Deed.

12. INDEMNITY

12.1 General Indemnity

The Chargor shall indemnify the Bank and the Receiver against all losses, liabilities, damages, costs and expenses incurred by it or them in the execution or performance of the terms and conditions hereof and against all actions, proceedings, claims, demands, costs, charges and expenses which may be incurred, sustained or arise in respect of the non-performance or non-observance of any of the undertakings and agreements on the part of the Chargor herein contained or in respect of any matter or thing done or omitted relating in any way whatsoever to the Charged Property.

12.2 Payment and Security

The Bank may retain and pay out of any money in the Bank's hands all sums necessary to effect the indemnity contained in this Clause and all sums payable by the Chargor under this Clause shall form part of the monies hereby secured.

13. FURTHER ASSURANCE

13.1 Further Assurance

The Chargor shall at any time and from time to time (whether before or after the security hereby created shall have become enforceable) execute such further legal or other mortgages, charges or assignments in favour of the Bank and do all such transfers, assurances, acts and things as the Bank may require over or in respect of all or any of the undertaking, property, assets and rights both present and future of the Chargor to secure all monies, obligations and liabilities hereby covenanted to be paid or hereby secured or for the purposes of perfecting and completing any assignment of

the Bank's rights, benefits or obligations hereunder and the Chargor shall also give all notices, orders and directions which the Bank may require.

13.2 Enforcement of Bank's Rights

The Chargor will do or permit to be done everything which the Bank may from time to time require to be done for the purpose of enforcing the Bank's rights hereunder and will allow the name of the Chargor to be used as and when required by the Bank for that purpose.

14. POWER OF ATTORNEY

The Chargor irrevocably appoints the Bank, the Receiver and any persons deriving title under either of them by way of security jointly and severally to be its attorney (with full power of substitution) and in its name or otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Bank or the Receiver shall think proper or expedient for carrying out any obligations imposed on the Chargor hereunder or for exercising any of the powers hereby conferred or in connection with any sale or disposition of the Charged Property or the exercise of any rights in respect thereof or for giving to the Bank the full benefit of this security and so that the appointment hereby made shall operate to confer on the Bank and the Receiver authority to do on behalf of the Chargor anything which it can lawfully do by an attorney. The Chargor ratifies and confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do.

15. SUSPENSE ACCOUNT

The Bank may, notwithstanding the provisions of Clause 9, place and keep any monies received by virtue of this Deed (whether before or after the insolvency or liquidation of the Chargor) to the credit of a suspense account for so long as the Bank may think fit in order to preserve the rights of the Bank to sue or prove for the whole amount of its claims against the Chargor or any other person.

16. WAIVER AND SEVERABILITY

No failure or delay by the Bank in exercising any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law. If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Deed, shall not be affected or impaired thereby.

17. MISCELLANEOUS

17.1 Continuing Obligations

The liabilities and obligations of the Chargor under this Deed shall remain in full force and effect notwithstanding any intermediate payment or satisfaction of all or any of the Secured Indebtedeness and any act, omission, event or circumstance whatsoever, until and unless discharged by the Bank.

17.2 Protective Clauses

Without limiting Clause 17.1, neither the liability of the Chargor nor the validity or enforceability of this Deed shall be prejudiced, affected or discharged by:

(a) any other Encumbrance, guarantee or other security or right or remedy being or becoming held by or available to the Bank or by any of the same being or becoming wholly or partly void, voidable, unenforceable or impaired or by the Bank at any time releasing, refraining from enforcing, varying or in any other way dealing with any of the same or any power, right or remedy the Bank may now or hereafter have from or against the Borrowers or any other person or the granting of any time or indulgence to the Borrowers or any other person;

(b) any variation or modification of the Loan Agreement, any Security Document or any other document referred to therein;

(c) the invalidity or unenforceability of any obligation or liability of the Borrowers or any other person under any of the Loan Agreement or any Security Document;

(d) any invalidity or irregularity in the execution of this Deed, any Security Document or the Loan Agreement;

(e) any deficiency in the powers of the Borrowers or any other person to enter into or perform any of its obligations under the Loan Agreement or any Security Document or any irregularity in the exercise thereof or any lack of authority by any person purporting to act on behalf of the Borrowers or any other person;

(f) any act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Deed or the liability of the Chargor hereunder;

(g) any winding-up, dissolution, re-organisation, bankruptcy, death or insolvency of, or any change in the Borrowers or any other person;

(h) any time or other indulgence being granted to the Borrowers or any other person;

(i) any failure to take or failure to realise the value of any other collateral in respect of the Secured Indebtedness or any release, discharge, exchange or substitution of any such collateral; or

(j) any other act, event or omission which but for this provision would or might operate to impair, discharge or otherwise affect the obligations of the Chargor hereunder or any of them.

17.3 Unrestricted Right of Enforcement

This Deed may be enforced without the Bank first having recourse to any other security or rights or taking any other steps or proceedings against the Borrowers or any other person or may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities hereby secured.

17.4 Application of Receipts

All monies received by the Bank from the Chargor or any other person may be applied by the Bank to such account or liability hereby undertaken to be paid or otherwise hereby secured as the Bank in its absolute discretion may from time to time conclusively determine whether or not the same shall have become due and whether or not the security created by this Deed shall have become enforceable and any surplus for the time being may be retained by the Bank and held in a suspense account pending application as aforesaid.

17.5 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Bank and the Chargor, if any security, disposition or payment granted or made to the Bank in respect of the Secured Indebtedness by the Chargor or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, law or enactment relating to bankruptcy, insolvency, liquidation, winding-up, composition or arrangement for the time being in force or for any other reason, the Bank shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.

17.6 Amendment

Any amendment or waiver of any provision of this Deed and any waiver of any default under this Deed shall only be effective if made in writing and signed by the Bank.

17.7 Evidence of Debt

Any statement of account purporting to show an amount due from the Borrowers under the Loan Agreement or from any person under any other Security Document or from the Chargor under this Deed and signed as correct by a duly authorised officer of

the Bank shall, in the absence of manifest error, be conclusive evidence of the amount so due.

17.8 Counterparts

This Deed may be executed in any number of counterparts and by the different parties to this Deed on separate counterparts, each of which when executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

18. ASSIGNMENT

18.1 The Chargor

The Chargor shall not assign any of its rights hereunder.

18.2 The Bank

The Bank may assign or transfer to any one or more of such persons (each, an "assignee") all or any part of its rights, benefits and obligations under or arising out of this Deed and any other Security Document to which the Chargor is a party and the Chargor shall execute and do all such transfers, assignments, assurances, acts and things as the Bank may require for perfecting and completing the assignment or transfer of such rights, benefits and obligations. Upon any such assignment or transfer taking effect (i) the Bank shall be released from such obligations and the Chargor shall look only to the assignee in respect of such obligations and (ii) references in this Deed or any other Security Documents to the Bank shall be construed accordingly as references to the assignee or the Bank, as relevant. All agreements, representations and warranties made herein shall survive any assignments or transfers made pursuant to this Clause and shall inure to the benefit of all assignees as well as the Bank.

18.3 Disclosure

The Bank may disclose to (i) any assignee or potential assignee, (ii) any holding company of the Bank or (iii) any subsidiary of the Bank or of its holding company on a confidential basis such information about the Chargor as the Bank shall consider appropriate.

19. NOTICES

Delivery

19.1 Each notice, demand or other communication to be given or made under this Deed shall be in writing in the English language; and delivered or sent to the relevant party at its address or facsimile number set out below (or such other address or facsimile number as the addressee has by five (5) days' prior written notice specified to the other party):

To the Chargor:	Hong Kong Secoo Investment Group Limited Unit 806, 8th Floor, Tower II, Cheung Sha Wan Tower 833 Cheung Sha Wan Road Kowloon Hong Kong
To the Bank:	SPD Silicon Valley Bank Co., Ltd. 21st Floor, B Block, Baoland Plaza No.588, Dalian Road, Shanghai 200082 People's Republic of China

Deemed Delivery

19.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, upon the earlier of actual receipt and five (5) days after deposit with the mail with proper postage prepaid or with a reputable courier service provider and (b) if given or made by fax, upon transmission.

20. GOVERNING LAW AND JURISDICTION

20.1 Law

This Deed and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

20.2 Jurisdiction

The Chargor agrees that any legal action or proceeding arising out of or relating to this Deed may be brought in the courts of Hong Kong and irrevocably submits to the non-exclusive jurisdiction of such courts.

SCHEDULE 1

FORM OF NOTICE OF CHARGE OF ACCOUNTS

To: *[ ]*

Date: [ ]

Dear Sirs,

We hereby give you notice that we have charged to SPD Silicon Valley Bank Co., Ltd. (the "**Bank**") pursuant to a debenture (the "**Debenture**") entered into by us in favour of the Bank dated [ ] all our right, title and interest in and to our account with you [*details of relevant Account*] (including any renewal or redesignation thereof) (the "**Account**") and all monies standing to the credit of the Account from time to time.

We hereby irrevocably and unconditionally instruct you that, with effect from the service of a notice by or on behalf of the Bank on you to the effect that an event of default (as referred to in the Debenture) has occurred or the Debenture has become enforceable (an "**Enforcement Notice**"):

1. any then existing payment instructions affecting the Account shall immediately and automatically be terminated and all payments and communications in respect of the Account should be made to the Bank or to its order (with a copy to us); and

2. all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Account shall belong to the Bank.

These instructions may not be revoked or varied without the prior written consent of the Bank.

This letter is governed by the laws of Hong Kong.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Bank at [ ] marked for the attention of [ ].

Yours faithfully,

_____

for and on behalf of
[ ]

[On copy only:]

To: SPD Silicon Valley Bank Co., Ltd. (the "**Bank**")

We acknowledge receipt of a notice in the terms set out above from [ ] and confirm that we will comply with the terms of that notice.

We further confirm that:

1. there are no restrictions on (i) the payment of the credit balance on the Account (except, in the case of a time deposit, the expiry of the relevant period) or (ii) the charge of the Account (as referred to in the above-mentioned notice) in favour of the Bank;

2. we have not received notice of any previous assignments of, charges over or trusts in respect of, the Account and we will not, without the Bank's consent (i) exercise any right of combination, consolidation or set-off which we may have in respect of the Account or (ii) amend or vary any rights attaching to the Account; and

3. [following the receipt of any Enforcement Notice (as referred to above)] we will act (in relation to the Account) only in accordance with the instructions given by persons authorised by the Bank and we shall send all statements and other notices given by us relating to the Account to the Bank.

This acknowledgment is governed by the laws of Hong Kong.

For and on behalf of [ ]

By: _____

Dated:

SCHEDULE 3

DETAILS OF BEIJING WFOE

Name	:	Kutianxia (Beijing) Information Technology Co., Ltd.
Registered Address	:	Room 2405, Building No. 31, No. 25, Yuetan North Street, Xicheng District, Beijing
Place of Establishment	:	Beijing, PRC
Registered Capital	:	US$15,000,000
Directors	:	Richard Rixue Li / Jia Guo / Ping Xu / Jisheng Yan / Xuan Chen / Zhaohui Huang / Le Yu
Shareholder(s)	:	HONG KONG SECOO INVESTMENT GROUP LIMITED (100%)
Legal Representative	:	Richard Rixue Li

IN WITNESS WHEREOF this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the day and year first above written.

THE CHARGOR

EXECUTED AS A DEED by /s/ Richard Rixue Li)
)
HONG KONG SECOO INVESTMENT)
GROUP LIMITED)
)
in the presence of:)

THE BANK

SIGNED by /s/ Harvey Lum)
)
for and on behalf of)
SPO SILICON VALLEY BANK)
CO., LTD.)
in the presence of:)

(Execution page to Debenture)

Part I Execution Page **Agreement Ref. No.: CL201511002-GA-1**

Execution Page

Bank	**Guarantor**
SPD SILICON VALLEY BANK CO., LTD.	**Secoo Holding Limited**
with address at	**with address at**
21/F, Block B, Baoland Plaza, No. 588, Dalian Road, Shanghai 200082	P.O. Box 613 GT, 3rd Floor Harbor Centre, George Town, Grand Cayman KY1-1107, Cayman Islands
hereinafter referred to as "Bank"	**hereinafter referred to as "Guarantor"**

The parties above hereby agree to and accept all terms and conditions set forth in this Agreement. The Client hereby confirms that sufficient interpretations and explanations have been made by the Bank in relation to the clauses hereunder and all of them have been understood, agreed and acknowledged by the Guarantor completely.

Accordingly, the above parties execute as follows:

/s/ Harvey Lum	/s/ Richard Rixue Li
Bank's Authorized Signature on behalf of Seal Date 2016.05.11	Guarantor's Authorized Signature on behalf of Seal Date 2016.05.11

Content

For the security of the well performance of the obligations under the Principal Contract (as defined hereunder) by the Debtor (as defined hereunder) and ensuring the recovery of the Bank's right of credit, the Guarantor hereof agrees to assume the guarantee liability as agreed herein.

Therefore, a guarantee agreement ("the Agreement" or "Guarantee") is reached by and between the Guarantor and the Bank hereof as follows.

I SPECIAL PROVISIONS

1. Guarantee Obligations

(1) The obligations of the Guarantor hereunder are joint and several.

(2) The Guarantor hereby irrevocably and unconditionally guarantees to the Bank the due and punctual observance and performance of the payment obligations under the Principal Contract by the Borrower, provided that the Banks has other security rights (by way of, including but not limited to guarantee, mortgage, pledge, etc.), the Bank shall be entitled to first enforce its rights hereunder against the Guarantor within the Secured Extent, and shall not be required to take any steps to first enforce its creditor's rights against any other security provider.

2. Period of Guarantee

The period of guarantee shall be: two years after the expiration of the Period for Debt Performance of the Debtor under the Principal Contract.

For avoidance of doubt, the "expiration", "maturity" or such similar wording shall be interpreted as including the circumstance that the creditor declares the early-maturity of any Principal amount, in whole or in part. In the event of the foregoing, the Period for Debt Performance shall be advanced to the date that such declaration of early-maturity is made, and

the Period for Claims' Determination shall mature correspondingly.

3. Principal Contract

The Principal Contract hereunder means: a series of documents of claims and liabilities executed or performed between the Debtor and the Bank hereunder within the stipulated Period for Claims' Determination, including but not limited to Facility Agreement (Agreement No. CL201511002) dated May (Month) 11th (Day), 2016.

4. Principal Amount secured by the Guarantee

The Principal Amount secured by the Guarantee means: the balance of one or several finances, provided by the Bank to the Debtor within the Period for Claims' Determination specified hereunder.

5. Period for Claims' Determination

(1) The Period for Claims' Determination hereunder refers to: from May (Month) 11th (Day), 2016 to Dec. (Month) 31st (Day), 2017.

(2) For the avoidance of doubt, the wording of "Claim" in the preceding paragraph, includes the circumstances set forth below:

(a) Any document in relation to the creditor's rights or the debts, if only signed and/or sealed by the Debtor and the Bank within the Period for Claims' Determination, would be deemed complying with the requirements of this Agreement, and all debts arising therefrom would be secured by the maximum amount guarantee hereunder; and/or

(b) Although no written documents in relation to the creditor's rights or the debts is signed and/or sealed between the Debtor and the Bank, some evidence exists proving the occurrence of such debts within the Period for Claims' Determination.

(3) For the avoidance of doubt, in respect of the debts under the document in relation to the creditor's rights or the debts stated in item (a) of the preceding paragraph, even if the actual debt occurs practically after the expiry date of

the Period for Claims' Determination, it would also be secured by the maximum amount guarantee hereunder. The aforesaid debts occurred after the expiration date of the Period for Claims' Determination includes, but not limited to, the circumstance as follows: any loan or credit line of loan is actually requested or drawn down after the expiration date of the Period for Claims' Determination; any facility for purpose such as the issuance of the guarantee or the letter of credit is requested and utilized within the Period for Claims' Determination and the bank issues the formal documents with commitment obligation, while the actual payment or advance under such documents occur after the expiration of the Period for Claims' Determination; or, any facility for purpose such as the issuance of the guarantee or the letter of credit is requested for utilized after the expiration of the Period for Claims' Determination.

(4) For the avoidance of doubt, with respect to any debt under the circumstances stated in both item (a) and (b) of the preceding paragraph (2), even for the part of the debts that occur after the expiration of the Period for Claims' Determination (e.g. the interest, penalty interest and other fees of an existing debt accrued after the expiration of the Period for Claims' Determination), such part of the debts would also be secured by the maximum amount guarantee hereunder.

(5) Special stipulations on the preceding debts (please check the appropriate box if it's agreed by both parties; for the avoidance of doubt, please ensure that the selected item is consistent between English and Chinese version).

o It is specially agreed between the Guarantor and the Bank that, all the existing and outstanding debts (if any) under any facility or loan agreement(s) which is entered into by both the Debtor and the Bank prior to the Period for Claims' Determination, would also be secured by the maximum amount guarantee hereunder

6. Maximum Limit of Claiming

The Maximum Limit of Claiming to the extent that the Guarantor shall assume as a security liability under this Agreement shall be: RMB60,000,000.00

or its equivalents in other currency.

7. The Debtor

The Debtor hereunder, in terms of this Agreement, refers to Beijing Secoo Trading Limited, KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD. and Shanghai Secoo E-commerce Limited.

II GENERAL PROVISIONS

1. **Secured Extent.** The Secured Extent of this Guarantee hereunder covers the following items resulting from Principal Contract: the Principal Amount hereof, interest, penalty interest, required cash deposit, compound interest, penalty fine, damage compensation, assessment fees, notarization fees, commission, expenses for realization of the Bank's rights (including but not limited to litigation fees, property preservation fees, travel fees, auction fees, legal services fees and execution fees), the loss and damage resulting from the defaults of the Guarantor and any other expenses payable by the Debtor under Principal Contract.

2. **Choice of Security Interests.** When the Bank intends to exercise the security interests due to any default of the Debtor under Principal Contract and/or that of the Guarantor hereunder, if the Principal Amount secured hereunder is secured by both property security and non-property guarantee, the Bank shall, at its full discretion, choose the security interest to be first claimed; namely, it may either recover the debts with the property security thereunder (including this Agreement) first, or require the guarantor to assume guaranteed liability thereunder first. The Guarantor agrees that in any case, the

Bank's failure to promptly exercise or Bank's delay in exercising any of its right under the other agreements to which the Debtor is a party, such rights including but not limited to right of claiming, right of security interest, right of relief under breach of contract, shall not be deemed as the Bank's intention to forego such rights to exercise or as a waiver thereof, and shall not preclude the exercise of any right hereunder.

3. Representations and warranties. The Guarantor represents and warrants to the Bank as follows; the

Guarantor confirms its understanding that the performance of any obligation hereunder by the Bank is totally based on such Representations and Warranties.

(1) The Guarantor guarantees it is a legal person duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(2) The Guarantor, according to PRC laws, has full power to enter into this Agreement and exercise/perform rights and obligations hereunder, and has all necessary authorization and ratification in respect of the execution of this Agreement and the performance of the obligations hereunder.

(3) The execution of this Agreement will neither constitute any breach of the laws, regulations, rules, judicial decisions, and awards that the Guarantor shall abide by, nor conflict with its articles of association, any contracts/agreements it signed and any other obligations assumed by it

(4) All the provisions hereunder are the expression of true intention and interest made by the Guarantor, and shall be legally binding thereupon.

(5) All the financial statements provided by the Guarantor to the Bank are prepared in accordance with the general accounting standards, which indicate the financial status of the Guarantor truly and fairly; all the materials and documents in relation to this Agreement are truthful, effective, accurate, integral without any hidden facts purposely undisclosed to Bank..

(6) The Guarantor guarantees it shall duly complete all the formalities of filing, recording or registration that it shall assume to ensure the validity of this Agreement and its performance; it shall also bear all the taxes thereof.

(7) The Guarantor guarantees no any action or legal procedure is (or is to be) brought forward by any court, administration authorities or other concerned party, which may induce material adverse effects upon its business or financial status, including but not limited to the bankruptcy and liquidation.

4. Covenants.

The Guarantor undertakes and agrees with the Bank throughout the continuance of this Guarantee that the Guarantor will, unless the Bank otherwise agrees in writing:

(1) supply to the Bank:

(a) as soon as they are available, but in any event within one hundred and eighty (180) days after the end of each financial year of the Guarantor copies of its financial statements in respect of such financial year (including a profit and loss account and balance sheet) audited by an internationally recognized firm of independent accountants or a certified public accountant registered in the PRC acceptable to the Bank;

(b) as soon as they are available, but in any event within ninety (90) days after the end of each half of each financial year of the Guarantor, copies of its interim financial statements (including a profit and loss account and balance sheet) prepared on a basis consistent with the audited financial statements of the Guarantor together with a certificate signed by the principal financial officer of the Guarantor to the effect that such financial statements are true in all material respects and present fairly the financial position of the Guarantor as at the end of, and the results of its operations for, such half-year period;

(c) promptly on request, such additional financial or other information relating to the Guarantor as the Bank may from time to time reasonably request;

(2) keep proper records and books of account in respect of its business and permit the Bank and/or any professional consultants appointed by the Bank at all reasonable times to inspect and examine the records and account books of the Guarantor;

(3) promptly inform the Bank of any litigation, arbitration or administrative proceeding;

(4) maintain its corporate existence and conduct its business in a proper and efficient manner and in compliance with all laws, regulations, authorizations, agreements and

obligations applicable to it and pay all taxes imposed on it when due;

(5) procure that there is no change of the shareholdings in or ownership or control (direct or indirect) of the Guarantor without the prior written consent of the Bank;

(6) procure that no amendment or supplement is made to the articles of association of the Guarantor without the prior written consent of the Bank;

(7) ensure that its obligations under this Guarantee at all times rank at least pari passu with all other unsecured obligations of the Guarantor unless otherwise provided by law;

(8) ensure that not merge or consolidate with any other entity or take any step with a view to demerger, winding-up, administration, liquidation, bankruptcy or dissolution without the prior written consent of the Bank;

(9) ensure that not create or attempt or agree to create or permit to arise or exist any charge over all or any part of its property, assets or revenues in favor of any person except for the Bank written consent of the Bank;

(10) subjected to the written consent of the Bank, not sell, transfer or otherwise assign, deal with or dispose of all or any part of its business or (except for good consideration in the ordinary course of its business) its assets or revenues, whether by a single transaction or by a number of transactions whether related or not;

(11) not enter into any agreement or obligation which might materially and adversely affect its financial or other condition.

5. Expense and Fees.

(1) The Guarantor undertakes hereby, once requested , it shall immediately pay to the Bank the related costs, expenses and fees (including litigation fee, reasonable attorney's fee and other legal service fees) resulting from the exertion or protection of the rights/powers hereunder or from any dispute in relation to this Agreement which is ascribed to the Guarantor, or from any default by the

Guarantor hereunder.

(2) The Guarantor shall assume all of the stamp duty or any other taxes in relation to this Agreement or the transfer hereunder; in case of any failure or delay of the said payment which leads to the occurrence of any liability, fee, claiming and expense of the Bank, the Guarantor shall compensate for it.

6. Deduction Authorization and Set-off. The Guarantor hereby irrevocably authorizes, in case of any failure by the Guarantor to pay the debts due and payable to the Bank, the Bank shall have the right to deduct corresponding amount directly (regardless of the currency and deposit term) in any account of the Guarantor opened at the Bank to repay the debt, without any prior notice; for the purpose of this Agreement, the Guarantor confirms the Bank shall, at its sole discretion, decide the applicable exchange rate of currency conversion, and any deposit loss or exchange risk resulting from such conversion shall be borne by the Guarantor.

7. Independence. The effectiveness of this Agreement is independent from that of the Principal Contract, and it will not be invalid or revocable due to the invalidity or revocation of Principal Contract. The invalidity or revocation of any term or condition hereunder shall not affect the validity of the other terms and conditions hereunder.

8. Events of default. Each of the following circumstances shall constitute an event of default hereunder with respect to the Guarantor:

(1) Any default by the Debtor under Principal Contract;

(2) Any presentation and warranty made by the Guarantor is or proves to be incorrect or misleading in any material aspect, or the Guarantor fails to perform or comply with any stipulations hereunder in any material aspect;

(3) Any other default by the Guarantor hereunder;

(4) Any other circumstances occurred by the Guarantor that have material negative effect on the Guarantor's ability to

fulfill its obligation under this Agreement.

9. Disposal of Default. In case of any of the aforesaid events of default, the Bank shall have the right to declare the early-maturity of the Principal Amount under the Principal Contract and/or the Period for Claims' Determination, and/or adopt one or several measures below:-

(1) Declare the default of the Guarantor under this Agreement, and require the Guarantor to make prompt correction within designated correction period;

(2) Require the Guarantor to assume the guarantee obligations as provided in this Agreement;

(3) Require the Debtor or the Guarantor to provide new security;

(4) File an action to competent People's Court;

(5) Take any other measure which is to the fullest extent allowed by PRC laws.

10. Notice.

(1) Any notice from one party to the other party shall be delivered to the address stated at the beginning of this Agreement, unless such address is changed with written notice by the other party. Any notice delivered to the above address shall be deemed to have been received:- for mail, on the 7th business day following the registered delivery date to the main business address; for express, on the signing date of the receiver; for fax or E-mail, on the delivering date of the fax or E-mail. All the notices, requirements or any other communications shall be deemed to be received as they are actually received by the Bank. The originals of the said notices and requirements delivered via fax shall be sent to the Bank via express or mail after the said fax.

(2) The Guarantor consents and agrees, any summon or notice in relation to litigations/arbitrations shall be delivered or left to the address listed at the beginning of this Agreement. Once delivered or left to the said

address, it shall be deemed as received by the Guarantor. The Guarantor undertakes to forego all claims of defense.

11. Miscellaneous.

(1) This Agreement will come into force upon the seal and signature of both parties, and will terminate when all the secured debts hereunder have been fully and completely repaid.

(2) This Agreement shall be governed by and construed in accordance with the laws of P.R. China.

(3) All disputes under or relating to this Agreement shall be settled through friendly negotiations; in case of any failure of negotiation, the dispute shall be referred to the jurisdiction of competent people's court of the place where the Bank is located. During the period of dispute, each party shall continue executing the clauses prescribed under the agreement which are not involved in the dispute.

(4) This Agreement may be amended during the duration of this Agreement by the Parties, provided that such amendment shall be in writing and be drawn up in Schedules. Any Schedule is the integral part of this Agreement, all of which are of the same effect.

(5) This Agreement shall be formed with both Chinese and English. In case of any discrepancy between the said versions, the Chinese version shall prevail.

(6) Unless otherwise defined in this Agreement, the relevant words and phrases shall have the same meaning as in the Principal Contract.

(7) This Agreement is made in two originals with equivalent legal effect; the Guarantor and the Bank keep one of them respectively.

- End of this Guarantee -

Guarantee Agreement (Maximum Amount)

For Corporate Guarantor

(Ref No.: CL201511002-GA-2)

Part I Execution Page **Agreement Ref. No.: CL201511002-GA-2**

Execution Page

Bank	**Guarantor**
SPD SILICON VALLEY BANK CO., LTD.	**Hong Kong Secoo Investment Group Limited**
with address at	**with address at**
21/F, Block B, Baoland Plaza, No. 588, Dalian Road, Shanghai 200082	Flat/Room 1501 15/F, Lucky Centre, 165-171 Wanchai Road, Wanchai, Hong Kong
hereinafter referred to as "Bank"	**hereinafter referred to as "Guarantor"**

The parties above hereby agree to and accept all terms and conditions set forth in this Agreement. The Client hereby confirms that sufficient interpretations and explanations have been made by the Bank in relation to the clauses hereunder and all of them have been understood, agreed and acknowledged by the Guarantor completely.

Accordingly, the above parties execute as follows:

/s/ Harvey Lum	/s/ Richard Rixue Li
Bank's Authorized Signature on behalf of Seal Date 2016.05.11	Guarantor's Authorized Signature on behalf of Seal Date 2016.05.11

Content

For the security of the well performance of the obligations under the Principal Contract (as defined hereunder) by the Debtor (as defined hereunder) and ensuring the recovery of the Bank's right of credit, the Guarantor hereof agrees to assume the guarantee liability as agreed herein.

Therefore, a guarantee agreement ("the Agreement" or "Guarantee") is reached by and between the Guarantor and the Bank hereof as follows.

I SPECIAL PROVISIONS

1. Guarantee Obligations

(1) The obligations of the Guarantor hereunder are joint and several.

(2) The Guarantor hereby irrevocably and unconditionally guarantees to the Bank the due and punctual observance and performance of the payment obligations under the Principal Contract by the Borrower, provided that the Banks has other security rights (by way of, including but not limited to guarantee, mortgage, pledge, etc.), the Bank shall be entitled to first enforce its rights hereunder against the Guarantor within the Secured Extent, and shall not be required to take any steps to first enforce its creditor's rights against any other security provider.

2. Period of Guarantee

The period of guarantee shall be: two years after the expiration of the Period for Debt Performance of the Debtor under the Principal Contract.

For avoidance of doubt, the "expiration", "maturity" or such similar wording shall be interpreted as including the circumstance that the creditor declares the early-maturity of any Principal amount, in whole or in part. In the event of the foregoing, the Period for Debt Performance shall be advanced to the date that such declaration of early-maturity is made, and

the Period for Claims' Determination shall mature correspondingly.

3. Principal Contract

The Principal Contract hereunder means: a series of documents of claims and liabilities executed or performed between the Debtor and the Bank hereunder within the stipulated Period for Claims' Determination, including but not limited to Facility Agreement (Agreement No. CL201511002) dated May (Month) 11th (Day), 2016.

4. Principal Amount secured by the Guarantee

The Principal Amount secured by the Guarantee means: the balance of one or several finances, provided by the Bank to the Debtor within the Period for Claims' Determination specified hereunder.

5. Period for Claims' Determination

(1) The Period for Claims' Determination hereunder refers to: from May (Month) 11th (Day), 2016 to Dec. (Month) 31st (Day), 2017.

(2) For the avoidance of doubt, the wording of "Claim" in the preceding paragraph, includes the circumstances set forth below:

(a) Any document in relation to the creditor's rights or the debts, if only signed and/or sealed by the Debtor and the Bank within the Period for Claims' Determination, would be deemed complying with the requirements of this Agreement, and all debts arising therefrom would be secured by the maximum amount guarantee hereunder; and/or

(b) Although no written documents in relation to the creditor's rights or the debts is signed and/or sealed between the Debtor and the Bank, some evidence exists proving the occurrence of such debts within the Period for Claims' Determination.

(3) For the avoidance of doubt, in respect of the debts under the document in relation to the creditor's rights or the debts stated in item (a) of the preceding paragraph, even if the actual debt occurs practically after the expiry date of

the Period for Claims' Determination, it would also be secured by the maximum amount guarantee hereunder. The aforesaid debts occurred after the expiration date of the Period for Claims' Determination includes, but not limited to, the circumstance as follows: any loan or credit line of loan is actually requested or drawn down after the expiration date of the Period for Claims' Determination; any facility for purpose such as the issuance of the guarantee *or* the letter of credit is requested and utilized within the Period for Claims' Determination and the bank issues the formal documents with commitment obligation, while the actual payment or advance under such documents occur after the expiration of the Period for Claims' Determination; or, any facility for purpose such as the issuance of the guarantee or the letter of credit is requested for utilized after the expiration of the Period for Claims' Determination.

(4) For the avoidance of doubt, with respect to any debt under the circumstances stated in both item (a) and (b) of the preceding paragraph (2), even for the part of the debts that occur after the expiration of the Period for Claims' Determination (e.g. the interest, penalty interest and other fees of an existing

debt accrued after the expiration of the Period for Claims' Determination), such part of the debts would also be secured by the maximum amount guarantee hereunder.

(5) Special stipulations on the preceding debts (please check the appropriate box if it's agreed by both parties; for the avoidance of doubt, please ensure that the selected item is consistent between English and Chinese version).

o It is specially agreed between the Guarantor and the Bank that, all the existing and outstanding debts (if any) under any facility or loan agreement(s) which is entered into by both the Debtor and the Bank prior to the Period for Claims' Determination, would also be secured by the maximum amount guarantee hereunder.

6. Maximum Limit of Claiming

The Maximum Limit of Claiming to the extent that the Guarantor shall assume as a security liability under this Agreement shall be: RMB60,000,000.00

or its equivalents in other currency.

7. The Debtor

The Debtor hereunder, in terms of this Agreement, refers to Beijing Secoo Trading Limited, KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD. and Shanghai Secoo E-commerce Limited.

II GENERAL PROVISIONS

1. **Secured Extent.** The Secured Extent of this Guarantee hereunder covers the following items resulting from Principal Contract: the Principal Amount hereof, interest, penalty interest, required cash deposit, compound interest, penalty fine, damage compensation, assessment fees, notarization fees, commission, expenses for realization of the Bank's rights (including but not limited to litigation fees, property preservation fees, travel fees, auction fees, legal services fees and execution fees), the loss and damage resulting from the defaults of the Guarantor and any other expenses payable by the Debtor under Principal Contract.

2. **Choice of Security Interests.** When the Bank intends to exercise the security interests due to any default of the Debtor under Principal Contract and/or that of the Guarantor hereunder, if the Principal Amount secured hereunder is secured by both property security and non-property guarantee, the Bank shall, at its full discretion, choose the security interest to be first claimed; namely, it may either recover the debts with the property security thereunder (including this Agreement) first, or require the guarantor to assume guaranteed liability thereunder first. The Guarantor agrees that in any case, the Bank's failure to promptly exercise or Bank's delay in exercising any of its right under the other agreements to which the Debtor is a party, such rights including but not limited to right of claiming, right of security interest, right of relief under breach of contract, shall not be deemed as the Bank's intention to forego such rights to exercise or as a waiver thereof, and shall not preclude the exercise of any right hereunder.

3. **Representations and warranties.** The Guarantor represents and warrants to the Bank as follows; the

Guarantor confirms its understanding that the performance of any obligation hereunder by the Bank is totally based on such Representations and Warranties.

(1) The Guarantor guarantees it is a legal person duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(2) The Guarantor, according to PRC laws, has full power to enter into this Agreement and exercise/perform rights and obligations hereunder, and has all necessary authorization and ratification in respect of the execution of this Agreement and the performance of the obligations hereunder.

(3) The execution of this Agreement will neither constitute any breach of the laws, regulations, rules, judicial decisions, and awards that the Guarantor shall abide by, nor conflict with its articles of association, any contracts/agreements it signed and any other obligations assumed by it.

(4) All the provisions hereunder are the expression of true intention and interest made by the Guarantor, and shall be legally binding thereupon.

(5) All the financial statements provided by the Guarantor to the Bank are prepared in accordance with the general accounting standards, which indicate the financial status of the Guarantor truly and fairly; all the materials and documents in relation to this Agreement are truthful, effective, accurate, integral without any hidden facts purposely undisclosed to Bank..

(6) The Guarantor guarantees it shall duly complete all the formalities of filing, recording or registration that it shall assume to ensure the validity of this Agreement and its performance; it shall also bear all the taxes thereof.

(7) The Guarantor guarantees no any action or legal procedure is (or is to be) brought forward by any court, administration authorities or other concerned party, which may induce material adverse effects upon its business or financial status, including but not limited to the bankruptcy and liquidation.

4. **Covenants.**

The Guarantor undertakes and agrees with the Bank throughout the continuance of this Guarantee that the Guarantor will, unless the Bank otherwise agrees in writing:

(1) supply to the Bank:

(a) as soon as they are available, but in any event within one hundred and eighty (180) days after the end of each financial year of the Guarantor copies of its financial statements in respect of such financial year (including a profit and loss account and balance sheet) audited by an internationally recognized firm of independent accountants or a certified public accountant registered in the PRC acceptable to the Bank;

(b) as soon as they are available, but in any event within ninety (90) days after the end of each half of each financial year of the Guarantor, copies of its interim financial statements (including a profit and loss account and balance sheet) prepared on a basis consistent with the audited financial statements of the Guarantor together with a certificate signed by the principal financial officer of the Guarantor to the effect that such financial statements are true in all material respects and present fairly the financial position of the Guarantor as at the end of, and the results of its operations for, such half-year period;

(c) promptly on request, such additional financial or other information relating to the Guarantor as the Bank may from time to time reasonably request;

(2) keep proper records and books of account in respect of its business and permit the Bank and/or any professional consultants appointed by the Bank at all reasonable times to inspect and examine the records and account books of the Guarantor;

(3) promptly inform the Bank of any litigation, arbitration or administrative proceeding;

(4) maintain its corporate existence and conduct its business in a proper and efficient manner and in compliance with all laws, regulations, authorizations, agreements and

obligations applicable to it and pay all taxes imposed on it when due,

(5) procure that there is no change of the shareholdings in or ownership or control (direct or indirect) of the Guarantor without the prior written consent of the Bank;

(6) procure that no amendment or supplement is made to the articles of association of the Guarantor without the prior written consent of the Bank;

(7) ensure that its obligations under this Guarantee at all times rank at least pari passu with all other unsecured obligations of the Guarantor unless otherwise provided by law;

(8) ensure that not merge or consolidate with any other entity or take any step with a view to demerger, winding-up, administration, liquidation, bankruptcy or dissolution without the prior written consent of the Bank;

(9) ensure that not create or attempt or agree to create or permit to arise or exist any charge over all or any part of its property, assets or revenues in favor of any person except for the Bank written consent of the Bank;

(10) subjected to the written consent of the Bank, not sell, transfer or otherwise assign, deal with or dispose of all or any part of its business or (except for good consideration in the ordinary course of its business) its assets or revenues, whether by a single transaction or by a number of transactions whether related or not;

(11) not enter into any agreement or obligation which might materially and adversely affect its financial or other condition.

5. Expense and Fees.

(1) The Guarantor undertakes hereby, once requested, it shall immediately pay to the Bank the related costs, expenses and fees (including litigation fee, reasonable attorney's fee and other legal service fees) resulting from the exertion or protection of the rights/powers hereunder, or from any dispute in relation to this Agreement which is ascribed to the Guarantor, or from any default by the

Guarantor hereunder.

(2) The Guarantor shall assume all of the stamp duty or any other taxes in relation to this Agreement or the transfer hereunder; in case of any failure or delay of the said payment which leads to the occurrence of any liability, fee, claiming and expense of the Bank, the Guarantor shall compensate for it.

6. Deduction Authorization and Set-off. The Guarantor hereby irrevocably authorizes, in case of any failure by the Guarantor to pay the debts due and payable to the Bank, the Bank shall have the right to deduct corresponding amount directly (regardless of the currency and deposit term) in any account of the Guarantor opened at the Bank to repay the debt, without any prior notice; for the purpose of this Agreement, the Guarantor confirms the Bank shall, at its sole discretion, decide the applicable exchange rate of currency conversion, and any deposit loss or exchange risk resulting from such conversion shall be borne by the Guarantor.

7. Independence. The effectiveness of this Agreement is independent from that of the Principal Contract, and it will not be invalid or revocable due to the invalidity or revocation of Principal Contract. The invalidity or revocation of any term or condition hereunder shall not affect the validity of the other terms and conditions hereunder.

8. Events of default. Each of the following circumstances shall constitute an event of default hereunder with respect to the Guarantor:

(1) Any default by the Debtor under Principal Contract;

(2) Any presentation and warranty made by the Guarantor is or proves to be incorrect or misleading in any material aspect, or the Guarantor fails to perform or comply with any stipulations hereunder in any material aspect;

(3) Any other default by the Guarantor hereunder;

(4) Any other circumstances occurred by the Guarantor that have material negative effect on the Guarantor's ability to

fulfill its obligation under this Agreement.

9. Disposal of Default. In case of any of the aforesaid events of default, the Bank shall have the right to declare the early-maturity of the Principal Amount under the Principal Contract and/or the Period for Claims' Determination, and/or adopt one or several measures below:-

(1) Declare the default of the Guarantor under this Agreement, and require the Guarantor to make prompt correction within designated correction period;

(2) Require the Guarantor to assume the guarantee obligations as provided in this Agreement;

(3) Require the Debtor or the Guarantor to provide new security;

(4) File an action to competent People's Court;

(5) Take any other measure which is to the fullest extent allowed by PRC laws.

10. Notice.

(1) Any notice from one party to the other party shall be delivered to the address stated at the beginning of this Agreement, unless such address is changed with written notice by the other party. Any notice delivered to the above address shall be deemed to have been received:- for mail, on the 7th business day following the registered delivery date to the main business address; for express, on the signing date of the receiver; for fax or E-mail, on the delivering date of the fax or E-mail. All the notices, requirements or any other communications shall be deemed to be received as they are actually received by the Bank. The originals of the said notices and requirements delivered via fax shall be sent to the Bank via express or mail after the said fax.

(2) The Guarantor consents and agrees, any summon or notice in relation to litigations/arbitrations shall be delivered or left to the address listed at the beginning of this Agreement. Once delivered or left to the said

address, it shall be deemed as received by the Guarantor. The Guarantor undertakes to forego all claims of defense.

11. Miscellaneous.

(1) This Agreement will come into force upon the seal and signature of both parties, and will terminate when all the secured debts hereunder have been fully and completely repaid.

(2) This Agreement shall be governed by and construed in accordance with the laws of P.R. China.

(3) All disputes under or relating to this Agreement shall be settled through friendly negotiations; in case of any failure of negotiation, the dispute shall be referred to the jurisdiction of competent people's court of the place where the Bank is located. During the period of dispute, each party shall continue executing the clauses prescribed under the agreement which are not involved in the dispute.

(4) This Agreement may be amended during the duration of this Agreement by the Parties, provided that such amendment shall be in writing and be drawn up in Schedules. Any Schedule is the integral part of this Agreement, all of which are of the same effect.

(5) This Agreement shall be formed with both Chinese and English. In case of any discrepancy between the said versions, the Chinese version shall prevail.

(6) Unless otherwise defined in this Agreement, the relevant words and phrases shall have the same meaning as in the Principal Contract.

(7) This Agreement is made in two originals with equivalent legal effect; the Guarantor and the Bank keep one of them respectively.

- End of this Guarantee -

Part I Execution Page **Agreement Ref. No.: CL201511002-FM**

Execution Page

Mortgagee	**Mortgagor**
SPD SILICON VALLEY BANK CO., LTD.	Beijing Secoo Trading Limited
with address at	**with address at**
21/F, Block B, Baoland Plaza, No. 588, Dalian Road, Shanghai 200082	Room 2405, Building No. 31, No. 25, Yuetan North Street, Xicheng District, Beijing
hereinafter referred to as "Mortgagee"	**hereinafter referred to as "Mortgagor"**

The parties above hereby agree to and accept all terms and conditions set forth in this Agreement. The Mortgagor hereby confirms that sufficient interpretations and explanations have been made by the Mortgagee in relation to the clauses hereunder and all of them have been understood, agreed and acknowledged by the Mortgagor completely.

Accordingly, the above parties execute as follows:

/s/ Harvey Lum	/s/ Richard Rixue Li
Mortgagee's Authorized Signature on behalf of Seal Date 2016.05.11	Mortgagor's Authorized Signature on behalf of Seal Date 2016.05.11

Part II Content **Agreement Ref. No.: CL201511002-FM**

Content

For the security of the well performance of the obligations under the Principal Contract (as defined hereunder) by the Debtor (as defined hereunder) and ensuring the recovery of the Mortgagee's right of credit, the Mortgagor hereof agrees to set up a mortgage to the Mortgagee with all of its currently existing and future equipments and machines for production, raw materials, semi-manufactured productions, finished productions and any other inventory, and designate the Mortgagee hereunder as the first-priority mortgagee.

Therefore, a mortgage agreement ("the Agreement") is reached by and between the Mortgagor and the Mortgagee hereof as follows.

I SPECIAL PROVISIONS

1. Mortgage and the Category it Belongs to

(1) The Mortgagor agrees to provide a mortgage to the Mortgagee with its Charged Property (as defined hereunder). In case of any circumstance that the Debtor (as defined hereunder) fails to repay the obligation due and payable under the Principal Contract (as defined hereunder), or that the right of mortgage may be exercised in accordance with the stipulations hereunder, the Mortgagee shall have the right to be repaid in the first priority upon the Charged Property at the realization of the Mortgage hereunder.

(2) The Mortgage hereunder is a Floating Mortgage and Maximum Amount Mortgage in nature, with chattels as charged property.

2. Charged Property

The Charged Property hereunder means: all of the Mortgagor's currently existing and future equipments and machines for production, raw materials, semi-manufactured productions and finished productions

3. Principal Contract

The Principal Contract hereunder means: a series of documents of claims and liabilities executed or performed between the Debtor and the Mortgagee hereunder within the stipulated Period for Claims' Determination, including but not limited to Facility Agreement (Agreement No. CL201511002) dated May (Month) 11th (Day), 2016.

4. Principal Amount secured by the Mortgage

The Principal Amount secured by the Guarantee means: the balance of one or several finances, provided by the Mortgagee to the Debtor within the Period for Claims' Determination specified hereunder.

5. Period for Claims' Determination

(1) The Period for Claims' Determination hereunder refers to: from Apr. (Month) 18th (Day), 2016 to Dec. (Month) 31st (Day), 2017.

(2) For the avoidance of doubt, the wording of "Claim" in the preceding paragraph, includes the circumstances set forth below:

(a) Any document in relation to the creditor's rights or the debts, if only signed and/or sealed by the Debtor and the Mortgagee within the Period for Claims' Determination, would be deemed complying with the requirements of this Agreement, and all debts arising therefrom would be secured by the maximum amount mortgage hereunder; and/or

(b) Although no written documents in relation to the creditor's rights or the debts is signed and/or sealed between the Debtor and the Mortgagee, some evidence exists proving the occurrence of such debts within the Period for Claims' Determination.

(3) For the avoidance of doubt, in respect of the debts under the document in relation to the creditor's rights or the debts stated in item (a) of the preceding paragraph, even if the actual debt occurs practically after the expiry date of the Period for Claims' Determination, it would also be secured by the maximum amount mortgage hereunder. The aforesaid debts occurred after the expiration date of

the Period for Claims' Determination includes, but not limited to, the circumstance as follows: any loan or credit line of loan is actually requested or drawn down after the expiration date of the Period for Claims' Determination; any facility for purpose such as the issuance of the guarantee or the letter of credit is requested and utilized within the Period for Claims' Determination and the Mortgagee issues the formal documents with commitment obligation, while the actual payment or advance under such documents occur after the expiration of the Period for Claims' Determination; or, any facility for purpose such as the issuance of the guarantee or the letter of credit is requested for utilized after the expiration of the Period for Claims' Determination.

(4) For the avoidance of doubt, with respect to any debt under the circumstances stated in both item (a) and (b) of the preceding paragraph (2), even for the part of the debts that occur after the expiration of the Period for Claims' Determination (e.g. the interest, penalty interest and other fees of an existing debt accrued after the expiration of the Period for Claims' Determination), such part of the debts would also be secured by the maximum amount mortgage hereunder.

(5) Special stipulations on the preceding debts (please check the appropriate box if it's agreed by both parties; for the avoidance of doubt, please ensure that the selected item is consistent between English and Chinese version).

o It is specially agreed between the Mortgagor and the Mortgagee that, all the existing and outstanding debts (if any) under any facility or loan agreement(s) which is entered into by both the Debtor and the Mortgagee prior to the Period for Claims' Determination, would also be secured by the maximum amount mortgage hereunder.

6. Maximum Limit of Claiming

The Maximum Limit of Claiming to the extent that the Mortgagor shall assume as a security liability under this Agreement shall be: RMB60.000,000.00 or its equivalents in other currency.

7. The Debtor

The Debtor hereunder, in terms of this Agreement, refers to Beijing Secoo Trading Limited, KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD. and Shanghai Secoo E-commerce Limited.

II GENERAL PROVISIONS

1. **Secured Extent.** The Secured Extent of this Guarantee hereunder covers the following items resulting from Principal Contract: the Principal Amount hereof, interest, penalty interest, required cash deposit, compound interest, penalty fine, damage compensation, assessment fees, notarization fees, commission, expenses for realization of the Mortgagee's rights (including but not limited to litigation fees, property preservation fees, travel fees, auction fees, legal services fees and execution fees), the loss and damage resulting from the defaults of the Mortgagor and any other expenses payable by the Debtor under Principal Contract.

2. **Choice of Security Interests.** When the Mortgagee intends to exercise the security interests due to any default of the Debtor under Principal Contract and/or that of the Mortgagor hereunder, if the Principal Amount secured hereunder is secured by both property security and non-property guarantee, the Mortgagee shall, at its full discretion, choose the security interest to be first claimed; namely, it may either recover the debts with the property security thereunder (including this Agreement) first, or require the Mortgagor to assume guaranteed liability thereunder first. The Mortgagor agrees that in any case, the Mortgagee's failure to promptly exercise or Mortgagee's delay in exercising any of its right under the other agreements to which the Debtor is a party, such rights including but not limited to right of claiming, right of security interest, right of relief under breach of contract, shall not be deemed as the Mortgagee's intention to forego such rights to exercise or as a waiver thereof, and shall not preclude the exercise of any right hereunder.

3. Representations and warranties. The Mortgagor represents and warrants to the Mortgagee as follows; the Mortgagor confirms its understanding that the performance of any obligation hereunder by the

Mortgagee is totally based on such Representations and Warranties.

(1) The Mortgagor guarantees it is a legal person duly incorporated and validly existing under the laws of P. R. China (for the purpose of this Agreement, not including the laws of Hong Kong SAR, Macau SAR and the area of Taiwan, sic passim), and has full capacity for civil rights and to bear civil liabilities independently in accordance with PRC laws.

(2) The Mortgagor, according to PRC laws, has full power to enter into this Agreement and exercise/perform rights and obligations hereunder, and has all necessary authorization and ratification in respect of the execution of this Agreement and the performance of the obligations hereunder.

(3) The execution of this Agreement will neither constitute any breach of the laws, regulations, rules, judicial decisions, and awards that the Mortgagor shall abide by, nor conflict with its articles of association, any contracts/agreements it signed and any other obligations assumed by it.

(4) All the provisions hereunder are the expression of true intention and interest made by the Mortgagor, and shall be legally binding thereupon.

(5) All the financial statements provided by the Mortgagor to the Mortgagee are prepared in accordance with the general accounting standards it applied, which indicate the financial status of the Mortgagor truly and fairly; all the materials and documents in relation to this Agreement are truthful, effective, accurate, integral without any hidden facts purposely undisclosed to Mortgagee..

(6) Subject to the clause 5 paragraph (3) of the General Provisions on the exceptional agreement of the *Ordinary Course of Business,* The Mortgagor has full and lawful ownership upon the Charged Property. In case that the Charged Property belongs to the kind of property which needs prior approvals or consents before its mortgage according to the laws or regulations, the Mortgagor guarantees it has obtained the said approvals or consents and the necessary procedure is completed The

Mortgagor confirms hereby there is not any dispute concerning the Mortgage's ownership and disposal right, or any circumstance (such as sealing up, distrainment and etc.) which may influence the exercising of the mortgage right of the Mortgagee.

(7) Subject to the clause 5 paragraph (3) of the General Provisions on the exceptional agreement of the *Ordinary Course of Business,* The Mortgagor confirms that except for the right of mortgage established in accordance with this Agreement, there is no other mortgage, pledge, lien or any other priority right which is (or is to be) established or maintained in any form upon the Charged Property (whether current or future).

(8) The Mortgagor guarantees it shall duly complete all the formalities of filing, recording or registration that it shall assume to ensure the validity of this Agreement and its performance; it shall also bear all the taxes thereof.

(9) The Mortgagor guarantees no any action or legal procedure is (or is to be) brought forward by any court, administration authorities or other concerned party, which may induce material adverse effects upon its business or financial status, including but not limited to the bankruptcy and liquidation.

4. Covenants.

(1) The Mortgagor shall abide by all laws and regulations in relation to this Agreement, keep in compliance with the obligations and liabilities hereunder.

(2) Upon the Mortgagee's request, the Mortgagor shall report to the Mortgagee of the status of the Charged Property at the end of each month in written form (chopped with the official seal), the report shall include but not limited to the following contents: the acquisition, addition, consumption and use of different types of Charged Property; the situation of the storage and maintenance of different types of Charged Property; the major or unusual incidents monthly occurred that may affect the value of Charged Property or the normal production and operation of mortgagor. The Mortgagee shall, at any time, have the right to, make the on-site verification on the status quo to the Charged Property, or require the Mortgagor to provide

the written report or other relevant supporting information of the quantity, value and conditions of the Charged Property; or appoint the valuation agency to assess the value of the existing Charged Property, and such cost shall be borne by the Mortgagor.

(3) For those items that circulation is restricted to be pledged, the Mortgagor shall assist the Mortgagee to handle the relevant procedures for such item, and ensure the pledge right is effectively established.

(4) Subject to the clause 5 paragraph (3) of the General Provisions on the exceptional agreement of the *Ordinary Course of Business,* the Mortgagor shall keep the Charged Property in good and well condition, and shall agree to be inspected by the Mortgagee and its representatives upon the request of the Mortgagee. The reasonable suggestion about the well maintenance of the Mortgage made by the Mortgagee during the inspection shall be adopted and applied by the Mortgagor in time. The Mortgagor agrees that it shall bear all the expenses induced by the Mortgage keeping *or* maintaining.

(5) If the Charged Property under this Agreement cease to operate as a Floating Mortgage by Crystallization and turn to operate as a fixed charge, in case that the value of the Charged Property is decreased for the action from the third party during Mortgage period, the compensation funds hereof shall be paid or delivered to the Mortgagee, and be used to recover the damage part of the Charged Property or to repay the debt hereof. If the Mortgagee

considers the Charged Property has been damaged severely and could not be replaced again, it shall have the right to use the said compensation funds to prepay the debts in accordance with the stipulations of Principal Contract. The balance after the prepayment, if any, shall be returned to the Mortgagor.

(6) Subject to the clause 5 paragraph (3) of the General Provisions on the exceptional agreement of the *Ordinary Course of Business,* without prior written consent of the Mortgagee, the Mortgagor shall not dispose of the Charged Property in any manner.

(7) In case that the Mortgagor or the Charged Property is involved in any litigation, arbitration or administrative

procedure, the Mortgagor shall immediately inform the Mortgagee of the details in written form.

(8) The Mortgagor confirms it shall be liable for the completion of the formalities of Mortgage registration. The corresponding certificates (original), such as Registration of Other Rights over Mortgage, Registration of Mortgage and other title certificates, shall be kept by the Mortgagee.

(9) The Mortgagor shall inform the Mortgagee in time of any event which may affect the Charged Property or its value (including but not limited to the significantly decreased of the value of the Charged Property that may substantially affect the mortgage right of the Mortgagee, and the damage or the loss of the Charged Property that happened after Crystallization). In case of requirement by the Mortgagee, the Mortgagor shall, within 3 business days, provide further security which shall be recognized and accepted by the Mortgagee. The unaffected part of the original Mortgage shall continue to be as security hereunder.

(10) In case that the Mortgagee transfers or assigns its creditor's rights under Principal Contract in whole or in part, the corresponding benefits of Mortgage hereunder shall be transferred to the assignee at the same time. The Mortgagor shall assist to complete the necessary legal procedures, and shall continue to assume the security liability within the original Secured Extent.

(11) The Mortgagor shall not take any action which may affect or harm the rights of the Mortgagee over the Mortgage or hereunder.

(12) During the period of this Agreement, the Mortgagee shall have the right to require the Mortgagor to have part or entire of the Charged Property insured (especially of those non consumption goods like the machinery equipment) as the case may be, the Mortgagor shall actively cooperate upon the request of the Mortgagee and bear the cost.

(13) Special Conditions for the Supervision on the funds related to the sale, lease and other related proceeds:-

(a) The Mortgagor hereby acknowledges that, except

previously agreed by the Mortgagee in written form, the Mortgagor ensure that all the funds related to the sale, lease and other related proceeds hereunder shall be paid to the following fund supervision account of the Mortgagor which is opened at the Mortgagee ("Fund Supervision Account"), continue to serve as the guarantee of the debt repayment under the Principal Contract, and accept the Mortgagee's supervision, the Fund Supervision Account is:-

(b) The Mortgagor undertakes that, it shall not use the relevant funds in the Fund Supervision Account from the date of entering this Agreement to the date of all debts under the Principal Contract are discharged, subject to the usages listed below:- in payment of the relevant taxes, government fees and charges; in payment of the staff wages; in payment of the purchase of equipment costs; in payment of the daily operating costs of enterprises; in payment of the purchase price in ordinary course of business or service charges; and other purposes by the written consent of the Mortgagee.

(c) The Mortgagor undertakes that, only after providing the real, effective and rational credentials or statements of the use of the payment stated herein, can it use the funds in the Fund Supervision Account.

5. Crystallization and Fixed

(1) The *Crystallization* of this Agreement refers to the event, process or status that will cause the mortgage under this Agreement cease to operate as a Floating Mortgage and will operate as a fixed charge, and the range of the Charged Property will fix. When the crystallization that stipulated by law or by this Agreement occurs, or at the time that the Mortgagee declare crystallization of the mortgage right in accordance with this Agreement, the Mortgagor shall assume the responsibility of mortgage under this Agreement to the extent of the range of the Charged Property when it has been crystallized.

(2) Each of the following circumstances shall constitute an event of Crystallization hereunder (*Crystallization Event*), Floating Mortgage will be crystallized when Crystallization Event occurs, and property of the mortgage will be fixed accordingly (unless otherwise provided by law):-

(a) Any default of event as stipulated in this Agreement occurs, and the Mortgagee makes the declaration of Crystallization;

(b) Any situation that agreed between the Mortgagor and Mortgagee to realize the mortgage right.

To the extent permitted by law, if several situations that may call Crystallization exist at the same time, the Mortgagee shall have the right, in its sole discretion, to select the situation and the time to declare the Crystallization.

(3) Prior to Crystallization, the Mortgagor can use, consume or disposal of the relevant Charged Property in the ordinary course of business within the range that approved by this Agreement. When the product or other object which has been floated pledged ("Sold Object") being sold, as long as the purchaser paid to the Mortgagor a reasonable price in good faith and on possession of such Sold Object, then the Sold Object will automatically be excluded from the range of Charged Property hereunder, and will not be regarded as the subject of Charged Property under this Agreement.

The *Ordinary Course of Business* mentioned above refers to:- the following business activities of the Mortgagor to maintain the normal production, operating conditions and for the purpose of gaining lawful business proceeds that are within the scope of the business and authorization and without ultra vires actions:- (a) the ordinary use of the machinery and equipment (including reasonable wastage/ depreciation), raw material consumption, further processing of the semi-finished products and sales practices on the product; (b) any other activity agreed by the Mortgagee that is an ordinary business activity.

(4) Prior to Crystallization and after the signing of this Agreement, all production equipment, raw materials,

semi-finished products or products accessed by the Mortgagor from time to time, will automatically be included in the scope of the Floating Mortgage, and as subject matter of the Floating Mortgage under this Agreement.

(5) Prior to Crystallization and without the written consent of the Mortgagee, the Mortgagor shall not set up general fixed mortgage right, pledge right or other security interest on any specific mortgaged property which has been included into the range of the Floating Mortgage hereunder to any third party. After the signing of this Agreement, the Mortgagor shall not set up new Floating Mortgage on any mortgaged property which has been included into the range of the Floating Mortgage hereunder to any third party.

(6) After Crystallization and without the written consent of the Mortgagee, the Mortgagor shall not disposal any crystallized mortgaged property (including the property that failed to be actually delivered or performed to a third party).

(7) After Crystallization, the Mortgagor shall not set up any mortgage right, pledge right or any other rights on any crystallized mortgaged property (including the property that failed to be actually delivered or performed to a third party).

(8) In accordance with law and this Agreement, once Crystallized, the Mortgagor shall, in a immediate and initiative manner(or upon the request of the Mortgagor), submit list of all the equipment, raw materials, semi-finished products or products that it has processed when Crystallization. For the pledge right or other security interest that being set upon the Charged Property by the Mortgagor to the third party before Crystallization without consent of the Mortgagee or in breach of this Agreement, the Mortgagor shall be responsible for eliminating them and recovering the Charged Property on its own expense(if required). Any liabilities arising therefrom shall be borne by the Mortgagor to the third party with its other assets (such as bank deposits) than the Charged Property hereunder. For the sale and purchase agreements of the Charged Property that being entered before Crystallization, unless the object under such sale

and purchase agreements has been delivered and the purchaser has paid reasonable price in good faith, the Mortgagor shall notify the purchaser to terminate the sale and purchase agreements. Any liabilities arising therefrom shall be borne by the Mortgagor to the third party with its other assets (such as bank deposits) than the Charged Property hereunder.

6. Realization of Mortgage Right

(1) In case that any events of default under this Agreement occurs, or other situation of realizing the mortgage right agreed by the parties occurs, and the Mortgagee decides Crystallization, the Mortgagee shall have the right to notify the Mortgagor that the Floating Mortgage hereunder be crystallized immediately. **The notification obligation of the Mortgagee shall be deemed being performed upon the occurrence of each of the following situations:-**

(a) There is evidence to prove that the Mortgagee has sent the notice to the following designated contact person or that the Mortgagee has deliver the written notice to the following designated contact address:-

Designated contact information of the Mortgagor:
Company Name: Same as the name of the Mortgagor listed at the head of this Agreement
Address of Delivery: Room 1503, Block C, Galaxy SOHO, Chaoyangmen Inner Street, Dongcheng District, Beijing

(b) The Mortgagee has filed a suit to any court in respect of the Principal Contract or this Agreement.

(2) After Crystallization, the Mortgagee shall have the right to dispose of the Crystallized mortgage property in accordance with the provisions of the laws and this Agreement, and to take any measures allowed by laws to realize the mortgage right.

(3) Unless otherwise provided in PRC laws or in the Principal Contract, the proceeds acquired from the disposal of the security hereunder shall be distributed in the sequence set forth below:

a) Any fee, penalty fine and compensation payable;

b) Any penalty interest payable;

c) Any interest payable;

d) Any principal payable.

For the monies obtained after the enforcement of the Charged Property hereunder, if they exceed all the amount of the indebtedness secured by the Charged Property, the excess part shall belong and be returned to the Mortgagor.

7. Expense and Fees.

(1) The Mortgagor undertakes hereby, once requested, it shall immediately pay to the Mortgagee the related costs, expenses and fees (including litigation fee, reasonable attorney's fee and other legal service fees) resulting from the exertion or protection of the rights/powers hereunder, or from any dispute in relation to this Agreement which is ascribed to the Mortgagor, or from any default by the Mortgagor hereunder.

(2) The Mortgagor shall assume all of the stamp duty or any other taxes in relation to this Agreement or the transfer hereunder; in case of any failure or delay of the said payment which leads to the occurrence of any liability, fee, claiming and expense of the Mortgagee, the Mortgagor shall compensate for it.

8. Deduction Authorization and Set-off. The Mortgagor hereby irrevocably authorizes, in case of any failure by the Mortgagor to pay the debts due and payable to the Mortgagee, the Mortgagee shall have the right to deduct corresponding amount directly (regardless of the currency and deposit term) in any account of the Mortgagor opened at the Mortgagee to repay the

debt without any prior notice; for the purpose of this Agreement, the Mortgagor confirms the Mortgagee shall, at its sole discretion, decide the applicable exchange rate of currency conversion, and any deposit loss or exchange risk resulting from such conversion shall be borne by the Mortgagor.

9. Independence. The effectiveness of this Agreement is independent from that of the Principal Contract, and it will not be invalid or revocable due to the invalidity or revocation of Principal Contract. The invalidity or revocation of any term or condition hereunder shall not affect the validity of the other terms and conditions hereunder.

10. Events of default. Each of the following circumstances shall constitute an event of default hereunder with respect to the Mortgagor:

(1) Any default by the Debtor under Principal Contract;

(2) Any failure by the Mortgagor to perform the obligations concerning the Mortgage Registration;

(3) Without prior consent of the Mortgagee, the Mortgagor denotes, transfers, rents the Mortgage, or sets up new Floating Mortgage or general fix mortgage security thereupon, make the Charged Property as capital contribution or disposes of the Charged Property in any other form;

(4) Prior to Crystallization, any damage, loss, substantially reduce of the value of the Charged Property, and upon requested by the Mortgagee, the Mortgagor fails to restore the value of the Charged Property, or fails to provide any other security that satisfied by the Mortgagee; After Crystallization, the value-decrease of the Charged Property due to the Mortgagor's fault;

(5) The Mortgagor fails to transfer all the funds related to the sale, lease and other related proceeds hereunder to the fund supervision account in accordance with this Agreement, or does not accept the fund supervision and does not use the funds in accordance with this Agreement;

(6) Any presentation and warranty made by the Mortgagor is or proves to be incorrect or misleading in any material aspect, or the Mortgagor fails to perform or comply with any stipulations hereunder in any material aspect;

(7) Any other default by the Mortgagor hereunder;

(8) Any damage, loss, substantially reduce of the value of the Charged Property due to the third party's fault, and the Mortgagor fails to dispose of the compensation funds in accordance with this Agreement;

(9) Any other circumstances occurred by the Mortgagor that have material negative effect on the Mortgagor's ability to fulfill its obligation under this Agreement.

11. Disposal of default. In case of any of the aforesaid events of default, the Mortgagee shall have the right to adopt one or several measures below:

(1) Delare the default of the Mortgagor under this Agreement, and require the Mortgagor to make prompt correction within designated correction period;

(2) Delare the Crystallization in accordance with clause 6 of this Agreement; the Floating Mortgage will be crystallized and the property of the mortgage will be fixed accordingly;

(3) Request the Mortgagor ceasing the use, consume, sale or disposal of the Crystallized Charged Property(including the property that failed to be actually delivered or performed to a third party), and request the Mortgagor to recover the mortgage property which does not belong to the ordinary course of business that disposed before Crystallization;

(4) Dispose of the Charged Property and realize the Mortgage right according to the provisions hereunder and PRC laws;

(5) Deduct the funds in the fund supervision account or other account of the Mortgagor;

(6) Require the Debtor or the Mortgagor to provide new security;

(7) File an action to competent People's Court;

(8) Take any other measure which is to the fullest extent allowed by PRC laws.

12. Notice.

(1) Any notice from one party to the other party shall be delivered to the address at the address stated at the beginning of this Agreement, unless such address is changed with written notice by the other party. Any notice delivered to the above address shall be deemed to have been received:- for mail, on the 7th business day following the registered delivery date to the main business address; for express, on the signing date of the receiver; for fax or E-mail, on the delivering date of the fax or E-mail. All the notices, requirements or any other communications shall be deemed to be received as they are actually received by the Mortgagee. The originals of the said notices and requirements delivered via fax shall be sent to the Mortgagee via express or mail after the said fax.

(2) The Mortgagor consents and agrees, any summon or notice in relation to litigations/arbitrations shall be delivered or left to the address listed at the beginning of this Agreement. Once delivered or left to the said address, it shall be deemed as received by the Mortgagor. The Mortgagor undertakes to forego all claims of defense.

13. Miscellaneous.

(1) This Agreement will come into force upon the seal and signature of both parties, and will terminate when all the debts secured hereof are fully and completely repaid and the mortgage registration, if any, has been cancelled.

(2) This Agreement shall be governed by and construed in accordance with the laws of P.R. China.

(3) All disputes under or relating to this Agreement shall be settled through friendly negotiations; in case of any failure of negotiation, the dispute shall be referred to the

jurisdiction of competent people's court of the place where the Mortgagee is located During the period of dispute, each party shall continue executing the clauses prescribed under the agreement which are not involved in the dispute.

(4) This Agreement may be amended during the duration of this Agreement by the Parties, provided that such amendment shall be in writing and be drawn up in Schedules. Any Schedule is the integral part of this Agreement, all of which are of the same effect.

(5) This Agreement shall be formed with both Chinese and English. In case of any discrepancy between the said versions, the Chinese version shall prevail.

(6) Unless otherwise defined in this Agreement, the relevant words and phrases shall have the same meaning as in the Principal Contract.

(7) This Agreement is made in TWO originals with equivalent legal effect; the Mortgagor and the Mortgagee keep one of them respectively.

- End of this Agreement -

Exhibit 10.25

Asset Pledge Registration Form

Pledgor:	√Company Self-employed Agricultural producer and operator		
Name:	Beijing Secoo Trading Limited	Located:	Room 2405, Building 31, No. 25 Yuetan North Street, Xicheng District, Beijing
Business License No.		ID number:	
Name of Agent:	Fengwei An	Cell phone:	
Name of Pledgee:	SPD Silicon Valley Bank Co., Ltd.		
Business License No.			
Name of agent:	Fengwei An	Cell phone:	

Overview of Pledged Debt

Type:	Borrowings	**Amount:**	RMB 60,000,000.00
Coverage of Pledge:	The principal, interest, penalty interest, deposit to be made up, compound interest, liquidated damages, compensation, appraisal fees, notarial fees, commission and fees for realization of the creditor's right (including, but not limited to, litigation costs, property preservation fees, traveling expenses, auction fees, attorney fees, enforcement fees, etc.) arising under the Principal Contract; losses of the mortgagee caused by default of the mortgagor under this agreement and all other expenses payable by the debtor under the Principal Contract.	**Term for Debtor to Satisfy the Debt:**	From April 18, 2016 to December 31, 2017
Remarks:	The pledge is a pledge of maximum amount (Principal Contract No.: CL201511002)		

Overview of Collateral (attach a separate page if necessary)

Name	Owner	Right of Use Holder	Unit	Quantity	Value (yuan)	Status (existing or future)
Cosmetics	Beijing Secoo Trading Limited	Beijing Secoo Trading Limited	Bottle	2	700	Existing
Footwear	Beijing Secoo Trading Limited	Beijing Secoo Trading Limited	Pair	175	367,100	Existing
Household	Beijing Secoo Trading Limited	Beijing Secoo Trading Limited	Piece	184	125,400	Existing
Total value of Collateral (yuan):	RMB 220,683,000.00					

The pledgor and the mortgagee hereby undertake that, this register contains no false statements, and all the materials and information submitted are true and valid and the chattels for the pledge do not violate any prohibitive provisions of the Property Law of the People's Republic of China, by which they intend to be legally bound.

Signature of Mortgagor	Signature of Mortgagee	Seal of Registration Authority
Beijing Secoo Trading Limited (Company Seal) April 28, 2016	SPD Silicon Valley Bank Co., Ltd. (Company Seal) April 28, 2016	Beijing Administration for Industry and Commerce, Xicheng Branch (Company Seal) April 28, 2016

Exhibit 10.26

Amendment Agreement

(Ref. No.: CL201511002-001)

Belonging to: Facility Agreement
(Ref. No.: CL201511002)

Part I Execution Page **Agreement Ref. No.:** CL201511002-001

Execution Page

Financing Bank	**Client**
SPD SILICON VALLEY BANK CO., LTD.	Beijing Secoo Trading Limited
with address at	**with address at**
21/F, Block B, Baoland Plaza, No. 588, Dalian Road, Shanghai 200082	Room 2405, Building No. 31, No. 25, Yuetan North Street, Xicheng District, Beijing
hereinafter referred to as "Financing Bank"	**hereinafter referred to as "Client"**

The parties above hereby agree to and accept all terms and conditions set forth in this Amendment Agreement. The Client hereby confirms that sufficient interpretations and explanations have been made by the Financing Bank in relation to the clauses hereunder and all of them have been understood, agreed and acknowledged by the Client completely.

Accordingly, the above parties execute as follows:

/s/ Harvey Lum	/s/ Richard Rixue Li
Financing Bank's Authorized Signature **on behalf of** **Seal** **Date 2017.05.11**	**Client's Authorized Signature** **on behalf of** **Seal** **Date 2017.05.11**

Execution Page

Client 2	**Client 3**
KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD.	Shanghai Secoo E-commerce Limited
with address at	**with address at**
Room 2407, Building No. 31, No. 25, Yuetan North Street, Xicheng District, Beijing	Room 3004, Building No. 3, No. 1188, Yongjing Road, Jiading District, Shanghai
Together with other "Client(s)" signed under this Agreement, hereinafter collectively referred to as "Client"	**Together with other "Client(s)" signed under this Agreement, hereinafter collectively referred to as "Client"**

The parties above hereby agree to and accept all terms and conditions set forth in this Amendment Agreement. The Client hereby confirms that sufficient interpretations and explanations have been made by the Financing Bank in relation to the clauses hereunder and all of them have been understood, agreed and acknowledged by the Client completely.

Accordingly, the above Client(s) execute as follows:

/s/ Richard Rixue Li	/s/ Richard Rixue Li
Client's Authorized Signature **on behalf of** **Seal** **Date 2017.05.11**	**Client's Authorized Signature** **on behalf of** **Seal** **Date 2017.05.11**

TERMS AND CONDITIONS

Whereas,

SPD SILICON VALLEY BANK CO., LTD. (as financing bank) and the Client (as borrower) have entered into a Facility Agreement ("**Facility Agreement**") dated May 11th, 2016 (Ref. No. CL201511002) and other related documents (together with any modification, amendment, supplement of/to the foregoing, hereinafter as the "**Finance Documents**"). Pursuant to the Finance Documents, the Financing Bank agrees to make available to the Client the facility up to RMB50,000,000.00 (hereinafter as the "Facility"). Based on the foregoing, the parties hereby further agree to reach the amendment and/or supplementary clause as below (hereinafter as the "**Amendment Agreement**").

1. The parties hereby irrevocably confirm the following amendment clauses below:

(1) The contents of "Facility Amount" in Part II Special Provision of the Facility Agreement quoted below:

QUOTE

	TOTAL FACILITY AMOUNT:
Facility Amount	RMB 50,000,000.00
	IN WORDS: RMB FIFTY MILLION
	Base Currency: RMB
	Optional Currency: N/A

UNQUOTE

shall be amended by the contents quoted below after the effectiveness of this Amendment Agreement:

QUOTE

	TOTAL FACILITY AMOUNT:
Facility Amount	RMB 70,000,000.00

	IN WORDS: RMB SEVENTY MILLION ONLY
	Base Currency: RMB
	Optional Currency: N/A

UNQUOTE

(2) The contents of "Facility Validity Period/ Final Maturity Date" in Part II Special Provision of the Facility Agreement quoted below:

QUOTE

	FINAL MATURITY DATE:
Facility Validity Period/Final Maturity Date	12 months from the execution date of this agreement

UNQUOTE

shall be amended by the contents quoted below after the effectiveness of this Amendment Agreement:

QUOTE

	FINAL MATURITY DATE:
Facility Validity Period/Final Maturity Date	24 months from the execution date of this amendment agreement

UNQUOTE

(3) The contents of ''Product Type" in Part II Special Provision of the Facility Agreement quoted below:

QUOTE

Product Type	**NON-FORMULA LOAN** (Short-term Working Capital Loan)

UNQUOTE

shall be amended by the contents quoted below after the effectiveness of this Amendment Agreement:

QUOTE

Product Type	**NON-FORMULA LOAN** (Short-term Working Capital Loan) **TERM LOAN** (Mid-term Working Capital Loan)

UNQUOTE

(4) The contents of "General Financial Covenants for all product-types" in Part II Special Provision of the Facility Agreement quoted below:

QUOTE

The client shall confirm that, Secoo Holding Limited (Company No. AT-25038, the Guarantor under this Agreement) shall maintain on a consolidated basis:

1) Minimum Cash of: RMB160,000,000.00 minimum unrestricted cash at all time.

2) Minimum Quarterly Revenue of:

Q1'2016:	USD	50,000,000.00
Q2'2016:	USD	80,000,000.00
Q3'2016:	USD	120,000,000.00
Q4'2016:	USD	170,000,000.00
Q1'2017:	USD	65,000,000.00

3) EBITDA:

Minimum Quarterly EBITDA of:

Q1'2016:	USD	(6,000,000.00)
Q2'2016:	USD	(5,500,000.00)
Q3'2016:	USD	(3,000,000.00)
Q4'2016:	USD	500,000.00
Q1'2017:	USD	500,000.00

Note: Financial covenants for 2017 will be revisited upon receipt and review of 2017 board-approved (updated) plan.

UNQUOTE

shall be amended by the contents quoted below after the effectiveness of this Amendment Agreement:

QUOTE

The client shall confirm that, Secoo Holding Limited (Company No. AT-25038, the Guarantor under this Agreement) shall maintain and achieve on a consolidated basis:

1) Minimum Quarterly Unrestricted Cash of:

Q1'2017:	RMB	140,000,000.00
Q2'2017:	RMB	140,000,000.00
Q3'2017:	RMB	160,000,000.00
Q4'2017:	RMB	160,000,000.00
Q1'2018:	RMB	140,000,000.00

2) Minimum Quarterly Net Income of:

Q1'2017:	RMB	5,000,000.00
Q2'2017:	RMB	3,000,000.00
Q3'2017:	RMB	4,000,000.00
Q4'2017:	RMB	5,000,000.00
Q1'2018:	RMB	5,000,000.00

3) a) To fully close a new round of financing representing minimum investment of RMB350,000,000.00 or equivalent by December 31st, 2017 or b) To successfully complete IPO listing by December 31st, 2017.

Note: Financial covenants for 2018 will be revisited upon receipt and review of 2018 board-approved (updated) plan.

UNQUOTE

(5) The contents of "Others" in Part II Special Provision of the Facility Agreement quoted below:

QUOTE

Upon entering into this Agreement, each Client under this Agreement shall:

1) submit Monthly Company prepared consolidated financial statements within 30 days of each month end;

2) submit Monthly Company prepared consolidated Return Rate Report or E-mail confirmation within 30 days of each month end;

3) submit Monthly Compliance Certificate within 30 days of each month end;

4) submit Quarterly consolidated Inventory Report within 30 days of each quarter end;

5) submit Quarterly Bank Statements of top three bank accounts in terms of deposit and accounts with deposit over USD1,000,000.00 within 30 days of each quarter end;

6) submit Annual CPA-Audited consolidated financial statements within 270 days from year end;

7) submit Annual Board-approved consolidated financial projections within 15 days from Board approval;

8) submit such other reports which may be reasonably requested by the Financing Bank.

UNQUOTE

shall be amended by the contents quoted below after the effectiveness of this Amendment Agreement:

QUOTE

Upon entering into this Agreement, each Client under this Agreement shall:

1) submit Monthly Company prepared consolidated financial statements within 30 days of each month end;

2) submit Monthly Compliance Certificate within 30 days of each month end;

3) submit Annual CPA-Audited consolidated financial statements within 270 days from year end;

4) submit Annual Board-approved consolidated financial projections within 15 days from Board approval;

5) submit such other reports which may be reasonably requested by the Financing Bank,

UNQUOTE

(6) The contents quoted below shall be added into "Others" in Part II Special Provision of the Facility Agreement:

QUOTE

The Financing Bank is entitled to charge the Violation Fee when (i) the Client requires to prepay the loan; or (ii) the Client violates this Agreement.

The Violation Fee shall be calculated as below:

(i) Regarding the prepayment:

Refer to the Fee under Product Type: Term Loan (Mid-term Working Capital Loan) of the Part IV Specification.

(ii) Regarding the violation of this agreement:

When the Client violates the terms or covenants of this Agreement and such Event of Default may cause the Financing Bank to issue an amendment agreement or a waiver letter, the violation fee shall be provided in such amendment agreement or waiver letter (however the maximum of the violation fee is 5% of Facility Amount).

UNQU0TE

(7) The contents quoted below shall be added into "Others" in Part II Special Provision of the Facility Agreement:

QUOTE

Upon an occurrence of Liquidity Event, the Client need to pay RMB800,000.00 as a Success Fee calculated as follows to the Financing Bank.

The amount of Success Fee is calculated as: (9% * RMB20,000,000.00) * [(Targeted valuation upon IPO – Post Money valuation of last round (Series E round) / Post Money valuation of last round (Series E round)].

Targeted valuation upon IPO equals USD 800,000,000.00.

Post Money valuation of last round (Series E round) equals USD 550,000,000.00.

Liquidity Event is defined as i) IPO filing or ii) acquisition by another entity.

Payment Terms: The success fee is payable upon the occurrence of Liquidity Event but shall no later than Final Maturity Date of the Facility Agreement.

UNQUOTE

(8) The contents of "Maturity Date of the Loan Limit" of "Product Type: Non-formula Loan (Short-term Working Capital Loan)" in Part IV Specification of the Facility Agreement quoted below:

QUOTE

Maturity Date of the Loan Limit	12 months from the execution date of this agreement

UNQUOTE

shall be amended by the contents quoted below after the effectiveness of this Amendment Agreement:

QUOTE

Maturity Date of the Loan Limit	12 months from the execution date of this amendment agreement

UNQUOTE

(9) The contents of "Interest Rate" of "Product Type: Non-formula Loan (Short-term Working Capital Loan)" in Part IV Specification of the Facility Agreement quoted below:

QUOTE

Interest Rate	the PBOC Base Interest Rate plus a Margin of 1.40% (p.a.) (however subject to the permission of laws and applicable regulatory policies) *(the final applicable interest rate for each drawdown hereof shall be that stated in the written or drawdown confirmation by the Financing Bank.*

UNQUOTE

shall be amended by the contents quoted below after the effectiveness of this Amendment Agreement:

QUOTE

Interest Rate	**a) Before closing and funding of the new round and deposit at least USD100,000,000.00 into the accounts which opened in the Financing Bank:** the PBOC Base Interest Rate plus a Margin of 3.0% (p.a.) (however subject to the permission of laws and applicable regulatory policies) **b) After closing and funding of the new round and deposit at least USD100,000,000.00 into the accounts which opened in the Financing Bank:** the PBOC Base Interest Rate plus a Margin of 2.0% (p.a.) (however subject to the permission of laws and applicable regulatory policies)

Note: After achieving the condition of closing and funding of the new round and deposit at least USD100,000,000.00 into the accounts which opened in the Financing Bank, all the loan outstanding which applied to Interest Rate a) shall be applied to Interest Rate b) from the beginning of the next Interest Period.

(the final applicable interest rate for each drawdown hereof shall be that stated in the written or drawdown confirmation by the Financing Bank.)

UNQUOTE

(10) The contents quoted below shall be added into Part IV Specification of the Facility Agreement:

QUOTE

Specification

Product Type: Term Loan (Mid-term Working Capital Loan) **Category: Mid-term Finance**

This Specification is used for the granting of the Term Loan for working capital finance purpose. Each Term Loan shall be in compliance with the terms and conditions set forth below.

Term Loan Limit	**Base Currency**	**Optional Currency**	
	Amount: RMB 20,000,000.00 in words: RMB TWENTY MILLION ONLY	Currency 1 Currency 2 Currency 3	N/A N/A N/A
Revolving	Non-revolving		
Commitment	Uncommitted Facility		
Availability Period	Available before the Maturity Date of the Loan Limit of the Specification		
Purpose	To finance daily working capital needs		
Maturity Date of the Loan Limit	24 months from the execution date of this amendment agreement		
Minimum Drawdown Amount	N/A	N/A	
Loan Tenor Period (Month)	Up to 24 months allowed	N/A	
Interest Rate	the PBOC Base Interest Rate plus a Margin of 2.0% (p.a.) (however subject to the permission of laws and applicable regulatory policies) *(The final applicable interest rate for each drawdown hereof shall be that stated in the written or drawdown confirmation by the Financing Bank)*		

Interest Period (Month)	1	N/A
Minimum Prepayment Amount	N/A	N/A
Penalty Interest Rate	**Overdue Penalty Rate:** 150% of the Applicable Interest Rate **Misappropriation Penalty Rate:** 150% of the Applicable Interest Rate	
Fee	(a) if such prepayment is made or to be made within the first 12-month after the First Drawdown Date (as define in paragraph (c) below), the violation fee will be calculated as: 2% of the principal amount prepaid or to be prepaid; (b) if such prepayment is made or to be made within the second 12-month after the First Drawdown Date (as define in paragraph (c) below), the violation fee will be calculated as: 1% of the principal amount prepaid or to be prepaid; (c) For avoidance of doubt, the First Drawdown Date mentioned in the preceding paragraph (a) or (b), refers to the date on which any of the Clients under this Agreement makes the drawdown of the facility under this Specification successfully.	

Disbursement Method	Under this Specification, the accumulated amount of direct payment cannot exceed RMB4,000,000.00; And, the rest amount under this Specification shall adopt Entrusted Payment. The Financing Bank reserves the right to adjust or alter the loan proceeds disbursement method depending on the actual situation.
Repayment Date	Repayment schedule: Before the actual date of 3 months from the execution date of this agreement, only interest is required to be paid (no principal is required to be paid in such period); After the maturity of the actual date previously mentioned, the principal should be repaid as Installment Repayment Scheme with Repayment Amount of

Fixed monthly Principal plus related Interest; ((Equal P) + I).
(Detailed repayment schedule of principal and interest provided otherwise)

Financial Covenants
Other stipulations(if any)

Purpose

The Term Loan Limit is a sub-limit of the Total Facility Amount stipulated in Special Provision of this Agreement, which can only be used for the working capital purpose or the Client's normal business operations, but cannot be used for investment(s) over fixed assets, equity or any others, or be used in areas or for purposes for which the production or operation is prohibited by the government. No misappropriation of the loan proceeds hereof is allowed, and the Financing Bank shall have the full right to examine and monitor the Client's usage of the loan proceeds hereof at any time.

Drawdown

Unless otherwise stipulated in Part III - General Provision, the Client shall, at least 3 Business Days before the drawdown date, submit to the Financing Bank the Drawdown Notice (which shall contain a clause of payment authorization in case that the disbursement of loan is the *Entrusted Payment Method;* please see Schedules for reference format) for the approval by the Financing Bank. This Notice shall be in written form, completely and duly signed and sealed. The Notice shall be deemed irrevocable unless written consent for the Client's withdrawal is given by the Financing Bank. If a designated drawdown date is not a Business Day, the drawdown shall be postponed to the first following Business Day.

Interest, Interest Calculation and Interest Payment

The applicable Interest Rate of each drawdown shall be calculated based on the following: (a) the PBOC Base Interest Rate and the corresponding adjustment range (by percentage or by specific margin, as the case may be) as recognized by the Financing Bank (for RMB facility); or (b) the base rate plus the margin as recognized by the Financing Bank; or (c) any other way of determining a rate of interest as agreed by the Financing Bank, and determined before the drawdown with a drawdown notice confirmed by the Financing Bank.

For each drawdown hereof, the interest shall be payable in

arrears on the last day of the respective Interest Period (the twentieth day of each month or any other date agreed by the Financing Bank, collectively the "Interest Payment Day"). The first Interest Period of each drawdown shall be calculated from the date of drawdown ("Starting Day") to the most recent Interest Payment Day; If the last day of the Loan Tenor Period is not the last day of the last Interest Period, the interest for the final Interest Period shall be calculated through one Business Day prior to the last day of the Loan Tenor Period and paid on the last day of the Loan Tenor Period (the "Last Interest Payment Day").

The interest shall accrue from day to day and shall be calculated at the above Interest Rate on the actual number of days elapsed; the daily interest rate shall be calculated based on the following formula: the interest rate (per annum) / 360.

If the Interest Period ends on a day which is not a Business Day, that Interest Period shall instead end on the next Business Day of that calendar month (if there is one) or the preceding Business Day (if there is none).

The Financing Bank may, on each Interest Review Day (as defined below), review the applicable interest rate in accordance with the market situation, and calculate and determine the new applicable interest rate by means of the method stated in this Specification, and apply such new interest rate to the beginning of the next Interest Period; the Financing Bank shall notify the Client of such change in interest rate promptly. For avoidance of any doubt, the "Interest Review Day" means the 20th day of each calendar month or any other date agreed by the Financing Bank; with respect to the facility other than RMB facility, the frequency of the Interest Review may be determined in accordance with the corresponding adjustment period of the interest rate (such as LIBOR or others) which is chosen to and applied for the drawdown.

Repayment

Unless otherwise agreed by the Financing Bank or stipulated herein, each drawdown under this Specification made by the Client shall be completely and fully repaid on the last day of the Loan Tenor Period or the maturity date of the Loan Limit specified in its drawdown notice (which shall be accepted by the

Financing Bank). However, all outstanding amounts of drawdowns under this Specification shall be paid off on or before the Final Maturity Date (if stipulated) provided in this

Agreement.

Prepayment

The Client may make prepayments based on the minimum prepayment amounts requirements as stated above, by providing the Financing Bank with a written notice at least 3 Business Days before the intended prepayment date (however, a prepayment for all remaining loan outstanding amount will not be subject to the restriction of Minimum Prepayment Amount).

If, in the sole judgment of the Financing Bank, any financial covenant or stipulation provided in this Specification for the Client is breached or not abided by, then, unless such breaching or dissatisfaction has been cured or remedied by the Client to the satisfaction of the Financing Bank, the Financing Bank shall have the right to require the Client to immediately repay any or all of the debts under this Specification, so as to enable the Client to be back in compliance with the foregoing covenants under this Agreement; for the foregoing purpose, the Financing Bank shall be entitled to take any or all measures including but not limited to directly deduct any amount from any of the accounts of the Client.

All prepayments shall be applied towards the repayment of the principal in a reverse order of maturity. Besides, if any prepayment is not made by the Client on the corresponding Interest Review Day, then, the Client shall reimburse the Financing Bank with a break funding cost, which is calculated as below: the difference between (a) the interest that the Financing Bank may expect to receive from the prepayment day to the last date of the Loan Tenor Period of such drawdown, if such prepayment is not made, and (b) the interest that the Financing Bank could have earned if such prepayment amount were placed into the inter-bank market from the prepayment date to the last date of the Loan Tenor Period of such drawdown.

UNQUOTE

(11) The contents of "Schedule 3" in Part V Schedule of the Facility Agreement shall be amended by the contents quoted below after the effectiveness of this Amendment Agreement:

QUOTE

Schedule 3

COMPLIANCE CERTIFICATE

The Client(s) under this Agreement confirms and undertakes to the Financing Bank that:

a) COMPLIANCE CERTIFICATE(S) would be completed and provided in accordance with the requirements of the Financing Bank during the period of this Agreement;

b) any COMPLIANCE CERTIFICATE submitted by the Client(s) shall comply in substance with the format required by the Financing Bank (including the format set forth below or any further version notified by the Financing Bank).

COMPLIANCE CERTIFICATE

TO: SPD SILICON VALLEY BANK CO., LTD. Date:

FROM: Beijing Secoo Trading Limited & KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD. & Shanghai Secoo E-commerce Limited

The undersigned authorized officer of Beijing Secoo Trading Limited & KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD. & Shanghai Secoo E-commerce Limited ("Borrower") certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"):

(1) Borrower is in complete compliance for the period ending ____ with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be

requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenant	Required	Complies
Monthly Company prepared consolidated financial statements	Monthly within 30 days of each month end	Yes/No
Compliance Certificate	Monthly within 30 days of each month end	Yes/No
Annual CPA-Audited consolidated financial statements	Annually within 270 days from year end	Yes/No
Annual Board-approved consolidated financial projections	Within 15 days from board approval	Yes/No

Financial Covenant	Required	Actual	Complies
The client shall confirm that, Secoo Holding Limited (Company No. AT-25038, the Guarantor under this Agreement) shall maintain on a consolidated basis:			
Minimum Quarterly Unrestricted Cash of:	Q1'2017: RMB140,000,000.00 Q2'2017: RMB140,000,000.00 Q3'2017: RMB160,000,000.00 Q4'2017: RMB160,000,000.00		Yes/No

	Q1'2018: RMB140,000,000.00		
Minimum Quarterly Net Income of:	Q1'2017: RMB5,000,000.00 Q2'2017: RMB3,000,000.00 Q3'2017: RMB4,000,000.00 Q4'2017: RMB5,000,000.00 Q1'2018: RMB5,000,000.00		Yes/No
New Equity Round or IPO Listing:	a) To fully close a new round of financing representing minimum investment of RMB350,000,000.00 or equivalent by December 31st, 2017 or b) To successfully complete IPO listing by December 31st, 2017.		Yes/No

Note: Financial covenants for 2018 will be revisited upon receipt and review of 2018 board-approved (updated) plan.

The following Intellectual Property was registered (or a registration application submitted) after the Effective Date (if no registrations, state "None")

Other Matters

Have there been any amendments of or other changes to the capitalization table of Borrower and to the Operating Documents of Borrower or any of its Subsidiaries? (☐Yes ☐No)

If yes, provide copies of any such amendments or changes with this Compliance Certificate.

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

COMPANY

Beijing Secoo Trading Limited

By: _____

Name: _____

Title: _____

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER

Date: _____

Verified: _____
AUTHORIZED SIGNER

Date: _____

Compliance Status: Yes No

COMPANY

KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD.

By: _____

Name: _____

Title: _____

COMPANY

Shanghai Secoo E-commerce Limited

By: _____

Name: _____

Title: _____

UNQUOTE

2. The Client hereby confirms that, at and until the execution date of the Amendment Agreement, no Events of Default or potential Events of Default are existing or continuing, and all representations and warranties made by any Client remain true and accurate in all material respects. Each representation and warranty made by the Client under the Finance Documents will continue to remain true, accurate and be in complete compliance after the execution of the Amendment Agreement and security documents (if any).

3. This Amendment Agreement consists of the cover page, part I (execution page) and part II (context), which shall constitute an integrity. Unless otherwise stated hereunder, terms and definitions defined herein shall bear the same meaning ascribed to it in the Finance Documents.

4. This Amendment Agreement shall constitute an integral part of the Finance Documents. In the event of any discrepancy between this Amendment Agreement and the Finance Documents, this Amendment Agreement shall prevail without prejudice to any other provisions of the Finance Documents. Matters not covered in this Amendment Agreement shall still be dealt with by the parties in compliance with the provisions of the Finance Documents.

5. Any and all costs in relation to this Amendment Agreement including but not limited to legal fee and other cost, such as stamp duty charged under the PRC law for each original copy of this agreement and any attorney fee payable in relation to the planning, negotiation, execution and implementation of this Amendment Agreement, shall be borne by the Client.

6. This Amendment Agreement shall come into force after it has been duly signed by the authorized person(s) of the Financing Bank and the Client(s) and sealed with common chops by both/all parties.

7. This Amendment Agreement is written in both Chinese and English. In the event of any inconsistency between these two versions, the Chinese version shall prevail.

8. This Amendment Agreement may be executed in TWO separate counterparts, each of which when so executed shall have equal legal effect. Each party may have one counterpart.

-END OF AMENDMENT AGREEMENT-

Confirmed by the Security Provider(s)(if any):

We have read and understood fully the contents of the previous Finance Documents and Amendment Agreement, and all related and necessary explanation have been given by the Financing Bank; we hereby confirm that we agree and accept the amendment stipulated above, and would continue to assume the

security liabilities for the debts of the Clients after such amendments.

/s/ Richard Rixue Li	/s/ Richard Rixue Li
Security Provider(Guarantor)'s Authorized Signature	**Security Provider(Guarantor)'s Authorized Signature**
on behalf of Secoo Holding Limited	**on behalf of Hong Kong Secoo Investment Group Limited.**
Seal	**Seal**
Date 2017.05.11	**Date 2017.05.11**

Floating Mortgage Agreement (Maximum Amount)

(Ref No.: CL201511002-FM-001)

Part I Execution Page **Agreement Ref. No.: CL201511002-FM-001**

Execution Page

Mortgagee	**Mortgagor**
SPD SILICON VALLEY BANK CO., LTD.	Beijing Secoo Trading Limited
with address at	**with address at**
21/F, Block B, Baoland Plaza, No. 588, Dalian Road, Shanghai 200082	Room 2405, Building No. 31, No. 25, Yuetan North Street, Xicheng District, Beijing
hereinafter referred to as "Mortgagee"	**hereinafter referred to as "Mortgagor"**

The parties above hereby agree to and accept all terms and conditions set forth in this Agreement. The Mortgagor hereby confirms that sufficient interpretations and explanations have been made by the Mortgagee in relation to the clauses hereunder and all of them have been understood, agreed and acknowledged by the Mortgagor completely.

Accordingly, the above parties execute as follows:

/s/ Harvey Lum	/s/ Richard Rixue Li
Mortgagee's Authorized Signature **on behalf of** **Seal** **Date 2017.05.08**	**Mortgagor's Authorized Signature** **on behalf of** **Seal** **Date 2017.05.08**

Part II Content **Agreement Ref. No.: CL201511002-FM-001**

Content

For the security of the well performance of the obligations under the Principal Contract (as defined hereunder) by the Debtor (as defined hereunder) and ensuring the recovery of the Mortgagee's right of credit, the Mortgagor hereof agrees to set up a mortgage to the Mortgagee with all of its currently existing and future equipments and machines for production, raw materials, semi-manufactured productions, finished productions and any other inventory, and designate the Mortgagee hereunder as the first-priority mortgagee.

Therefore, a mortgage agreement ("the Agreement") is reached by and between the Mortgagor and the Mortgagee hereof as follows.

I SPECIAL PROVISIONS

1. Mortgage and the Category it Belongs to

(1) The Mortgagor agrees to provide a mortgage to the Mortgagee with its Charged Property (as defined hereunder). In case of any circumstance that the Debtor (as defined hereunder) fails to repay the obligation due and payable under the Principal Contract (as defined hereunder), or that the right of mortgage may be exercised in accordance with the stipulations hereunder, the Mortgagee shall have the right to be repaid in the first priority upon the Charged Property at the realization of the Mortgage hereunder.

(2) The Mortgage hereunder is a Floating Mortgage and Maximum Amount Mortgage in nature, with chattels as charged property.

2. Charged Property

The Charged Property hereunder means: all of the Mortgagor's currently existing and future equipments and machines for production, raw materials, semi-manufactured productions and finished productions

3. Principal Contract

The Principal Contract hereunder means: a series of documents of claims and liabilities executed or performed between the Debtor and the Mortgagee hereunder within the stipulated Period for Claims' Determination, including but not limited to Facility Agreement (Agreement No. CL201511002) dated May (Month) 11th (Day), 2016 and Amendment Agreement (Agreement No. CL201511002-001) dated May (Month) 11th (Day), 2017.

4. Principal Amount secured by the Mortgage

The Principal Amount secured by the Guarantee means: the balance of one or several finances, provided by the Mortgagee to the Debtor within the Period for Claims' Determination specified hereunder.

5. Period for Claims' Determination

(1) The Period for Claims' Determination hereunder refers to: from May (Month) 11th (Day), 2016 to Nov. (Month) 10th (Day), 2019.

(2) For the avoidance of doubt, the wording of "Claim" in the preceding paragraph, includes the circumstances set forth below:

(a) Any document in relation to the creditor's rights or the debts, if only signed and/or sealed by the Debtor and the Mortgagee within the Period for Claims' Determination, would be deemed complying with the requirements of this Agreement, and all debts arising therefrom would be secured by the maximum amount mortgage hereunder; and/or

(b) Although no written documents in relation to the creditor's rights or the debts is signed and/or sealed between the Debtor and the Mortgagee, some evidence exists proving the occurrence of such debts within the Period for Claims' Determination.

(3) For the avoidance of doubt, in respect of the debts under the document in relation to the creditor's rights or the debts stated in item (a) of the preceding paragraph, even if the actual debt occurs practically after the expiry date of the Period for Claims' Determination, it would also be

secured by the maximum amount mortgage hereunder. The aforesaid debts occurred after the expiration date of the Period for Claims' Determination includes, but not limited to, the circumstance as follows: any loan or credit line of loan is actually requested or drawn down after the expiration date of the Period for Claims' Determination; any facility for purpose such as the issuance of the guarantee or the letter of credit is requested and utilized within the Period for Claims' Determination and the Mortgagee issues the formal documents with commitment obligation, while the actual payment or advance under such documents occur after the expiration of the Period for Claims' Determination; or, any facility for purpose such as the issuance of the guarantee or the letter of credit is requested for utilized after the expiration of the Period for Claims' Determination.

(4) For the avoidance of doubt, with respect to any debt under the circumstances stated in both item (a) and (b) of the preceding paragraph (2), even for the part of the debts that occur after the expiration of the Period for Claims' Determination (e.g. the interest, penalty interest and other fees of an existing debt accrued after the expiration of the Period for Claims' Determination), such part of the debts would also be secured by the maximum amount mortgage hereunder.

(5) **Special stipulations on the preceding debts (please check the appropriate box if it's agreed by both parties; for the avoidance of doubt, please ensure that the selected item is consistent between English and Chinese version).**

o It is specially agreed between the Mortgagor and the Mortgagee that, all the existing and outstanding debts (if any) under any facility or loan agreement(s) which is entered into by both the Debtor and the Mortgagee prior to the Period for Claims' Determination, would also be secured by the maximum amount mortgage hereunder.

6. Maximum Limit of Claiming

The Maximum Limit of Claiming to the extent that the Mortgagor shall assume as a security liability under this Agreement shall be: RMB84,000,000.00 or its equivalents in other

currency.

7. The Debtor

The Debtor hereunder, in terms of this Agreement, refers to Beijing Secoo Trading Limited, KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD. and Shanghai Secoo E-commerce Limited.

II GENERAL PROVISIONS

1. **Secured Extent.** The Secured Extent of this Guarantee hereunder covers the following items resulting from Principal Contract: the Principal Amount hereof, interest, penalty interest, required cash deposit, compound interest, penalty fine, damage compensation, assessment fees, notarization fees, commission, expenses for realization of the Mortgagee's rights (including but not limited to litigation fees, property preservation fees, travel fees, auction fees, legal services fees and execution fees), the loss and damage resulting from the defaults of the Mortgagor and any other expenses payable by the Debtor under Principal Contract.

2. **Choice of Security Interests.** When the Mortgagee intends to exercise the security interests due to any default of the Debtor under Principal Contract and/or that of the Mortgagor hereunder, if the Principal Amount secured hereunder is secured by both property security and non-property guarantee, the Mortgagee shall, at its full discretion, choose the security interest to be first claimed; namely, it may either recover the debts with the property security thereunder (including this Agreement) first, or require the Mortgagor to assume guaranteed liability thereunder first. The Mortgagor agrees that in any

case, the Mortgagee's failure to promptly exercise or Mortgagee's delay in exercising any of its right under the other agreements to which the Debtor is a party, such rights including but not limited to right of claiming, right of security interest, right of relief under breach of contract, shall not be deemed as the Mortgagee's intention to forego such rights to exercise or as a waiver thereof, and shall not preclude the exercise of any right hereunder.

3. Representations and warranties. The Mortgagor

represents and warrants to the Mortgagee as follows; the Mortgagor confirms its understanding that the performance of any obligation hereunder by the Mortgagee is totally based on such Representations and Warranties.

(1) The Mortgagor guarantees it is a legal person duly incorporated and validly existing under the laws of P. R. China (for the purpose of this Agreement, not including the laws of Hong Kong SAR, Macau SAR and the area of Taiwan, sic passim), and has full capacity for civil rights and to bear civil liabilities independently in accordance with PRC laws.

(2) The Mortgagor, according to PRC laws, has full power to enter into this Agreement and exercise/perform rights and obligations hereunder, and has all necessary authorization and ratification in respect of the execution of this Agreement and the performance of the obligations hereunder.

(3) The execution of this Agreement will neither constitute any breach of the laws, regulations, rules, judicial decisions, and awards that the Mortgagor shall abide by, nor conflict with its articles of association, any contracts/agreements it signed and any other obligations assumed by it.

(4) All the provisions hereunder are the expression of true intention and interest made by the Mortgagor, and shall be legally binding thereupon.

(5) All the financial statements provided by the Mortgagor to the Mortgagee are prepared in accordance with the general accounting standards it applied, which indicate the financial status of the Mortgagor truly and fairly; all the materials and documents in relation to this Agreement are truthful, effective, accurate, integral without any hidden facts purposely undisclosed to Mortgagee..

(6) Subject to the clause 5 paragraph (3) of the General Provisions on the exceptional agreement of the *Ordinary Course of Business,* The Mortgagor has full and lawful ownership upon the Charged Property. In case that the Charged Property belongs to the kind of property which needs prior approvals or consents before its mortgage

according to the laws or regulations, the Mortgagor guarantees it has obtained the said approvals or consents and the necessary procedure is completed. The Mortgagor confirms hereby there is not any dispute concerning the Mortgage's ownership and disposal right, or any circumstance (such as sealing up, distrainment and etc.) which may influence the exercising of the mortgage right of the Mortgagee.

(7) Subject to the clause 5 paragraph (3) of the General Provisions on the exceptional agreement of the *Ordinary Course of Business,* The Mortgagor confirms that except for the right of mortgage established in accordance with this Agreement, there is no other mortgage, pledge, lien or any other priority right which is (or is to be) established or maintained in any form upon the Charged Property (whether current or future).

(8) The Mortgagor guarantees it shall duly complete all the formalities of filing, recording or registration that it shall assume to ensure the validity of this Agreement and its performance; it shall also bear all the taxes thereof.

(9) The Mortgagor guarantees no any action or legal procedure is (or is to be) brought forward by any court, administration authorities or other concerned party, which may induce material adverse effects upon its business or financial status, including but not limited to the bankruptcy and liquidation.

4. Covenants.

(1) The Mortgagor shall abide by all laws and regulations in relation to this Agreement, keep in compliance with the obligations and liabilities hereunder.

(2) Upon the Mortgagee's request, the Mortgagor shall report to the Mortgagee of the status of the Charged Property at the end of each month in written form (chopped with the official seal), the report shall include but not limited to the following contents: the acquisition, addition, consumption and use of different types of Charged Property; the situation of the storage and maintenance of different types of Charged Property; the major or unusual incidents monthly occurred that may affect the value of Charged Property or the normal production and operation of

mortgagor. The Mortgagee shall, at any time, have the right to, make the on-site verification on the status quo to the Charged Property, or require the Mortgagor to provide the written report or other relevant supporting information of the quantity, value and conditions of the Charged Property; or appoint the valuation agency to assess the value of the existing Charged Property, and such cost shall be borne by the Mortgagor.

(3) For those items that circulation is restricted to be pledged, the Mortgagor shall assist the Mortgagee to handle the relevant procedures for such item, and ensure the pledge right is effectively established.

(4) Subject to the clause 5 paragraph (3) of the General Provisions on the exceptional agreement of the *Ordinary Course of Business,* the Mortgagor shall keep the Charged Property in good and well condition, and shall agree to be inspected by the Mortgagee and its representatives upon the request of the Mortgagee. The reasonable suggestion about the well maintenance of the Mortgage made by the Mortgagee during the inspection shall be adopted and applied by the Mortgagor in time. The Mortgagor agrees that it shall bear all the expenses induced by the Mortgage keeping or maintaining.

(5) If the Charged Property under this Agreement cease to operate as a Floating Mortgage by Crystallization and turn to operate as a fixed charge, in case that the value of the Charged Property is decreased for the action from the third party during Mortgage period, the compensation funds hereof shall be paid or delivered to the Mortgagee, and be used to recover the damage part of the Charged Property or to repay the debt hereof. If the Mortgagee considers the Charged Property has been damaged severely and could not be replaced again, it shall have the right to use the said compensation funds to prepay the debts in accordance with the stipulations of Principal Contract. The balance after the prepayment, if any, shall be returned to the Mortgagor.

(6) Subject to the clause 5 paragraph (3) of the General Provisions on the exceptional agreement of the *Ordinary Course of Business,* without prior written consent of the Mortgagee, the Mortgagor shall not dispose of the Charged Property in any manner.

(7) In case that the Mortgagor or the Charged Property is involved in any litigation, arbitration or administrative procedure, the Mortgagor shall immediately inform the Mortgagee of the details in written form.

(8) The Mortgagor confirms it shall be liable for the completion of the formalities of Mortgage registration. The corresponding certificates (original), such as Registration of Other Rights over Mortgage, Registration of Mortgage and other title certificates, shall be kept by the Mortgagee.

(9) The Mortgagor shall inform the Mortgagee in time of any event which may affect the Charged Property or its value (including but not limited to the significantly decreased of the value of the Charged Property that may substantially affect the mortgage right of the Mortgagee, and the damage or the loss of the Charged Property that happened after Crystallization). In case of requirement by the Mortgagee, the Mortgagor shall, within 3 business days, provide further security which shall be recognized and accepted by the Mortgagee. The unaffected part of the original Mortgage shall continue to be as security hereunder.

(10) In case that the Mortgagee transfers or assigns its creditor's rights under Principal Contract in whole or in part, the corresponding benefits of Mortgage hereunder shall be transferred to the assignee at the same time. The Mortgagor shall assist to complete the necessary legal procedures, and shall continue to assume the security liability within the original Secured Extent.

(11) The Mortgagor shall not take any action which may affect or harm the rights of the Mortgagee over the Mortgage or hereunder.

(12) During the period of this Agreement, the Mortgagee shall have the right to require the Mortgagor to have part or entire of the Charged Property insured (especially of those non consumption goods like the machinery equipment) as the case may be, the Mortgagor shall actively cooperate upon the request of the Mortgagee and bear the cost.

(13) Special Conditions for the Supervision on the funds

related to the sale, lease and other related proceeds:-

(a) The Mortgagor hereby acknowledges that, except previously agreed by the Mortgagee in written form, the Mortgagor ensure that all the funds related to the sale, lease and other related proceeds hereunder shall be paid to the following fund supervision account of the Mortgagor which is opened at the Mortgagee ("Fund Supervision Account"), continue to serve as the guarantee of the debt repayment under the Principal Contract, and accept the Mortgagee's supervision, the Fund Supervision Account is:

_____

_____

_____

(b) The Mortgagor undertakes that, it shall not use the relevant funds in the Fund Supervision Account from the date of entering this Agreement to the date of all debts under the Principal Contract are discharged, subject to the usages listed below:- in payment of the relevant taxes, government fees and charges; in payment of the staff wages; in payment of the purchase of equipment costs; in payment of the daily operating costs of enterprises; in payment of the purchase price in ordinary course of business or service charges; and other purposes by the written consent of the Mortgagee.

(c) The Mortgagor undertakes that, only after providing the real, effective and rational credentials or statements of the use of the payment stated herein, can it use the funds in the Fund Supervision Account.

5. Crystallization and Fixed

(1) The *Crystallization* of this Agreement refers to the event, process or status that will cause the mortgage under this Agreement cease to operate as a Floating Mortgage and will operate as a fixed charge, and the range of the Charged Property will fix. When the crystallization that stipulated by law or by this Agreement occurs, or at the time that the Mortgagee declare crystallization of the mortgage right in accordance with this Agreement, the

Mortgagor shall assume the responsibility of mortgage under this Agreement to the extent of the range of the Charged Property when it has been crystallized.

(2) Each of the following circumstances shall constitute an event of Crystallization hereunder *(Crystallization Event),* Floating Mortgage will be crystallized when Crystallization Event occurs, and property of the mortgage will be fixed accordingly (unless otherwise provided by law):-

(a) Any default of event as stipulated in this Agreement occurs, and the Mortgagee makes the declaration of Crystallization;

(b) Any situation that agreed between the Mortgagor and Mortgagee to realize the mortgage right.

To the extent permitted by law, if several situations that may call Crystallization exist at the same time, the Mortgagee shall have the right, in its sole discretion, to select the situation and the time to declare the Crystallization.

(3) Prior to Crystallization, the Mortgagor can use, consume or disposal of the relevant Charged Property in the ordinary course of business within the range that approved by this Agreement. When the product or other object which has been floated pledged ("Sold Object") being sold, as long as the purchaser paid to the Mortgagor a reasonable price in good faith and on possession of such Sold Object, then the Sold Object will automatically be excluded from the range of Charged Property hereunder, and will not be regarded as the subject of Charged Property under this Agreement.

The *Ordinary Course of Business* mentioned above refers to:- the following business activities of the Mortgagor to maintain the normal production, operating conditions and for the purpose of gaining lawful business proceeds that are within the scope of the business and authorization and without ultra vires actions:- (a) the ordinary use of the machinery and equipment (including reasonable wastage/ depreciation), raw material consumption, further processing of the semi-finished products and sales practices on the product; (b) any other activity agreed by the Mortgagee that is an ordinary business activity.

(4) Prior to Crystallization and after the signing of this Agreement, all production equipment, raw materials, semi-finished products or products accessed by the Mortgagor from time to time, will automatically be included in the scope of the Floating Mortgage, and as subject matter of the Floating Mortgage under this Agreement.

(5) Prior to Crystallization and without the written consent of the Mortgagee, the Mortgagor shall not set up general fixed mortgage right, pledge right or other security interest on any specific mortgaged property which has been included into the range of the Floating Mortgage hereunder to any third party. After the signing of this Agreement, the Mortgagor shall not set up new Floating Mortgage on any mortgaged property which has been included into the range of the Floating Mortgage hereunder to any third party.

(6) After Crystallization and without the written consent of the Mortgagee, the Mortgagor shall not disposal any crystallized mortgaged property (including the property that failed to be actually delivered or performed to a third party).

(7) After Crystallization, the Mortgagor shall not set up any mortgage right, pledge right or any other rights on any crystallized mortgaged property (including the property that failed to be actually delivered or performed to a third party).

(8) In accordance with law and this Agreement, once Crystallized, the Mortgagor shall, in a immediate and initiative manner(or upon the request of the Mortgagor), submit list of all the equipment, raw materials, semi-finished products or products that it has processed when Crystallization. For the pledge right or other security interest that being set upon the Charged Property by the Mortgagor to the third party before Crystallization without consent of the Mortgagee or in breach of this Agreement, the Mortgagor shall be responsible for eliminating them and recovering the Charged Property on its own expense(if required). Any liabilities arising therefrom shall be borne by the Mortgagor to the third party with its other assets (such as bank deposits) than the Charged

Property hereunder. For the sale and purchase agreements of the Charged Property that being entered before Crystallization, unless the object under such sale and purchase agreements has been delivered and the purchaser has paid reasonable price in good faith, the Mortgagor shall notify the purchaser to terminate the sale and purchase agreements. Any liabilities arising therefrom shall be borne by the Mortgagor to the third party with its other assets (such as bank deposits) than the Charged Property hereunder.

6. Realization of Mortgage Right

(1) In case that any events of default under this Agreement occurs, or other situation of realizing the mortgage right agreed by the parties occurs, and the Mortgagee decides Crystallization, the Mortgagee shall have the right to notify the Mortgagor that the Floating Mortgage hereunder be crystallized immediately. **The notification obligation of the Mortgagee shall be deemed being performed upon the occurrence of each of the following situations:-**

(a) There is evidence to prove that the Mortgagee has sent the notice to the following designated contact person or that the Mortgagee has deliver the written notice to the following designated contact address:-

Designated contact information of the Mortgagor: Company Name: Same as the name of the Mortgagor listed at the head of this Agreement

Address of Delivery: Room 1503. Block C, Galaxy SOHO, Chaoyangmen Inner Street, Dongcheng District, Beijing

(b) The Mortgagee has filed a suit to any court in respect of the Principal Contract or this Agreement.

(2) After Crystallization, the Mortgagee shall have the right to dispose of the Crystallized mortgage property in

accordance with the provisions of the laws and this Agreement, and to take any measures allowed by laws to realize the mortgage right.

(3) Unless otherwise provided in PRC laws or in the Principal Contract, the proceeds acquired from the disposal of the security hereunder shall be distributed in the sequence set forth below:

a) Any fee, penalty fine and compensation payable;

b) Any penalty interest payable;

c) Any interest payable;

d) Any principal payable.

For the monies obtained after the enforcement of the Charged Property hereunder, if they exceed all the amount of the indebtedness secured by the Charged Property, the excess part shall belong and be returned to the Mortgagor.

7. Expense and Fees.

(1) The Mortgagor undertakes hereby, once requested, it shall immediately pay to the Mortgagee the related costs, expenses and fees (including litigation fee, reasonable attorney's fee and other legal service fees) resulting from the exertion or protection of the rights/powers hereunder, or from any dispute in relation to this Agreement which is ascribed to the Mortgagor, or from any default by the Mortgagor hereunder.

(2) The Mortgagor shall assume all of the stamp duty or any other taxes in relation to this Agreement or the transfer hereunder; in case of any failure or delay of the said payment which leads to the occurrence of any liability, fee, claiming and expense of the Mortgagee, the Mortgagor shall compensate for it.

8. Deduction Authorization and Set-off. The Mortgagor hereby irrevocably authorizes, in case of any failure by the Mortgagor to pay the debts due and payable to the Mortgagee, the Mortgagee shall have the right to

deduct corresponding amount directly (regardless of the currency and deposit term) in any account of the Mortgagor opened at the Mortgagee to repay the debt, without any prior notice; for the purpose of this Agreement, the Mortgagor confirms the Mortgagee shall, at its sole discretion, decide the applicable exchange rate of currency conversion, and any deposit loss or exchange risk resulting from such conversion shall be borne by the Mortgagor.

9. Independence. The effectiveness of this Agreement is independent from that of the Principal Contract, and it will not be invalid or revocable due to the invalidity or revocation of Principal Contract. The invalidity or revocation of any term or condition hereunder shall not affect the validity of the other terms and conditions hereunder.

10. Events of default. Each of the following circumstances shall constitute an event of default hereunder with respect to the Mortgagor:

(1) Any default by the Debtor under Principal Contract;

(2) Any failure by the Mortgagor to perform the obligations concerning the Mortgage Registration;

(3) Without prior consent of the Mortgagee, the Mortgagor denotes, transfers, rents the Mortgage, or sets up new Floating Mortgage or general fix mortgage security thereupon, make the Charged Property as capital contribution or disposes of the Charged Property in any other form;

(4) Prior to Crystallization, any damage, loss, substantially reduce of the value of the Charged Property, and upon requested by the Mortgagee, the Mortgagor fails to restore the value of the Charged Property, or fails to provide any other security that satisfied by the Mortgagee; After Crystallization, the value-decrease of the Charged Property due to the Mortgagor's fault;

(5) The Mortgagor fails to transfer all the funds related to the sale, lease and other related proceeds hereunder to the fund supervision account in accordance with this Agreement, or does not accept the fund supervision and

does not use the funds in accordance with this Agreement;

(6) Any presentation and warranty made by the Mortgagor is or proves to be incorrect or misleading in any material aspect, or the Mortgagor fails to perform or comply with any stipulations hereunder in any material aspect;

(7) Any other default by the Mortgagor hereunder;

(8) Any damage, loss, substantially reduce of the value of the Charged Property due to the third party's fault, and the Mortgagor fails to dispose of the compensation funds in accordance with this Agreement;

(9) Any other circumstances occurred by the Mortgagor that have material negative effect on the Mortgagor's ability to fulfill its obligation under this Agreement.

11. Disposal of default. In case of any of the aforesaid events of default, the Mortgagee shall have the right to adopt one or several measures below:

(1) Delare the default of the Mortgagor under this Agreement, and require the Mortgagor to make prompt correction within designated correction period;

(2) Delare the Crystallization in accordance with clause 6 of this Agreement; the Floating Mortgage will be crystallized and the property of the mortgage will be fixed accordingly;

(3) Request the Mortgagor ceasing the use, consume, sale or disposal of the Crystallized Charged Property(including the property that failed to be actually delivered or performed to a third party), and request the Mortgagor to recover the mortgage property which does not belong to the ordinary course of business that disposed before Crystallization;

(4) Dispose of the Charged Property and realize the Mortgage right according to the provisions hereunder and PRC laws;

(5) Deduct the funds in the fund supervision account or other account of the Mortgagor;

(6) Require the Debtor or the Mortgagor to provide new security;

(7) File an action to competent People's Court;

(8) Take any other measure which is to the fullest extent allowed by PRC laws.

12. Notice.

(1) Any notice from one party to the other party shall be delivered to the address at the address stated at the beginning of this Agreement, unless such address is changed with written notice by the other party. Any notice delivered to the above address shall be deemed to have been received:- for mail, on the 7th business day following the registered delivery date to the main business address; for express, on the signing date of the receiver; for fax or E-mail, on the delivering date of the fax or E-mail. All the notices, requirements or any other communications shall be deemed to be received as they are actually received by the Mortgagee. The originals of the said notices and requirements delivered via fax shall be sent to the Mortgagee via express or mail after the said fax.

(2) The Mortgagor consents and agrees, any summon or notice in relation to litigations/arbitrations shall be delivered or left to the address listed at the beginning of this Agreement. Once delivered or left to the said address, it shall be deemed as received by the Mortgagor. The Mortgagor undertakes to forego all claims of defense.

13. Miscellaneous.

(1) This Agreement will come into force upon the seal and signature of both parties, and will terminate when all the debts secured hereof are fully and completely repaid and the mortgage registration, if any, has been cancelled.

(2) This Agreement shall be governed by and construed in accordance with the laws of P.R. China.

(3) All disputes under or relating to this Agreement shall be settled through friendly negotiations; in case of any failure of negotiation, the dispute shall be referred to the jurisdiction of competent people's court of the place where the Mortgagee is located. During the period of dispute, each party shall continue executing the clauses prescribed under the agreement which are not involved in the dispute.

(4) This Agreement may be amended during the duration of this Agreement by the Parties, provided that such amendment shall be in writing and be drawn up in Schedules. Any Schedule is the integral part of this Agreement, all of which are of the same effect.

(5) This Agreement shall be formed with both Chinese and English. In case of any discrepancy between the said versions, the Chinese version shall prevail.

(6) Unless otherwise defined in this Agreement, the relevant words and phrases shall have the same meaning as in the Principal Contract.

(7) This Agreement is made in TWO originals with equivalent legal effect; the Mortgagor and the Mortgagee keep one of them respectively.

- End of this Agreement -

Exhibit 10.28

Guarantee Agreement (Maximum Amount)

For Corporate Guarantor

(Ref No.: CL201511002-GA-1-001)

Part I Execution Page **Agreement Ref. No.: CL201511002-GA-1-001**

Execution Page

Bank	**Guarantor**
SPD SILICON VALLEY BANK CO., LTD.	**Secoo Holding Limited**
with address at	**with address at**
21/F, Block B, Baoland Plaza, No. 588, Dalian Road, Shanghai 200082	P.O. Box 613 GT, 3rd Floor Harbor Centre, George Town, Grand Cayman KY1-1107, Cayman Islands
hereinafter referred to as "Bank"	**hereinafter referred to as "Guarantor"**

The parties above hereby agree to and accept all terms and conditions set forth in this Agreement. The Client hereby confirms that sufficient interpretations and explanations have been made by the Bank in relation to the clauses hereunder and all of them have been understood, agreed and acknowledged by the Guarantor completely.

Accordingly, the above parties execute as follows:

/s/ Harvey Lum	/s/ Richard Rixue Li
Bank's Authorized Signature **on behalf of** **Seal** **Date 2017.05.11**	**Guarantor's Authorized Signature** **on behalf of** **Seal** **Date 2017.05.11**

Part II Content **Agreement Ref. No.: CL201511002-GA-1-001**

Content

For the security of the well performance of the obligations under the Principal Contract (as defined hereunder) by the Debtor (as defined hereunder) and ensuring the recovery of the Bank's right of credit, the Guarantor hereof agrees to assume the guarantee liability as agreed herein.

Therefore, a guarantee agreement ("the Agreement" or "Guarantee") is reached by and between the Guarantor and the Bank hereof as follows.

I SPECIAL PROVISIONS

1. Guarantee Obligations

(1) The obligations of the Guarantor hereunder are joint and several.

(2) The Guarantor hereby irrevocably and unconditionally guarantees to the Bank the due and punctual observance and performance of the payment obligations under the Principal Contract by the Borrower, provided that the Banks has other security rights (by way of, including but not limited to guarantee, mortgage, pledge, etc.), the Bank shall be entitled to first enforce its rights hereunder against the Guarantor within the Secured Extent, and shall not be required to take any steps to first enforce its creditor's rights against any other security provider.

2. Period of Guarantee

The period of guarantee shall be: two years after the expiration of the Period for Debt Performance of the Debtor under the Principal Contract.

For avoidance of doubt, the "expiration", "maturity" or such similar wording shall be interpreted as including the circumstance that the creditor declares the early-maturity of any Principal amount, in whole or in part. In the event of the foregoing, the Period for Debt Performance shall be advanced to the date that such declaration of early-maturity is made, and

the Period for Claims' Determination shall mature correspondingly.

3. Principal Contract

The Principal Contract hereunder means: a series of documents of claims and liabilities executed or performed between the Debtor and the Bank hereunder within the stipulated Period for Claims' Determination, including but not limited to Facility Agreement (Agreement No. CL201511002) dated May (Month) 11th (Day), 2016 and Amendment Agreement (Agreement No. CL201511002-001) dated May (Month) 11th (Day), 2017.

4. Principal Amount secured by the Guarantee

The Principal Amount secured by the Guarantee means: the balance of one or several finances, provided by the Bank to the Debtor within the Period for Claims' Determination specified hereunder.

5. Period for Claims' Determination

(1) The Period for Claims' Determination hereunder refers to: from May (Month) 11th (Day), 2016 to Nov. (Month) 10th (Day), 2019.

(2) For the avoidance of doubt, the wording of "Claim" in the preceding paragraph, includes the circumstances set forth below:

(a) Any document in relation to the creditor's rights or the debts, if only signed and/or sealed by the Debtor and the Bank within the Period for Claims' Determination, would be deemed complying with the requirements of this Agreement, and all debts arising therefrom would be secured by the maximum amount guarantee hereunder; and/or

(b) Although no written documents in relation to the creditor's rights or the debts is signed and/or sealed between the Debtor and the Bank, some evidence exists proving the occurrence of such debts within the Period for Claims' Determination.

(3) For the avoidance of doubt, in respect of the debts under

the document in relation to the creditor's rights or the debts stated in item (a) of the preceding paragraph, even if the actual debt occurs practically after the expiry date of the Period for Claims' Determination, it would also be secured by the maximum amount guarantee hereunder. The aforesaid debts occurred after the expiration date of the Period for Claims' Determination includes, but not limited to, the circumstance as follows: any loan or credit line of loan is actually requested or drawn down after the expiration date of the Period for Claims' Determination; any facility for purpose such as the issuance of the guarantee or the letter of credit is requested and utilized within the Period for Claims' Determination and the bank issues the formal documents with commitment obligation, while the actual payment or advance under such documents occur after the expiration of the Period for Claims' Determination; or, any facility for purpose such as the issuance of the guarantee or the letter of credit is requested for utilized after the expiration of the Period for Claims' Determination.

(4) For the avoidance of doubt, with respect to any debt under the circumstances stated in both item (a) and (b) of the preceding paragraph (2), even for the part of the debts that occur after the expiration of the Period for Claims' Determination (e.g. the interest, penalty interest and other fees of an existing debt accrued after the expiration of the Period for Claims' Determination), such part of the debts would also be secured by the maximum amount guarantee hereunder.

(5) **Special stipulations on the preceding debts (please check the appropriate box if it's agreed by both parties; for the avoidance of doubt, please ensure that the selected item is consistent between English and Chinese version).**

o It is specially agreed between the Guarantor and the Bank that, all the existing and outstanding debts (if any) under any facility or loan agreement(s) which is entered into by both the Debtor and the Bank prior to the Period for Claims' Determination, would also be secured by the maximum amount guarantee hereunder.

6. Maximum Limit of Claiming

The Maximum Limit of Claiming to the extent that the Guarantor shall assume as a security liability under this Agreement shall be: RMB84,000,000.00 or its equivalents in other currency.

7. The Debtor

The Debtor hereunder, in terms of this Agreement, refers to Beijing Secoo Trading Limited, KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD. and Shanghai Secoo E-commerce Limited.

II GENERAL PROVISIONS

1. Secured Extent. The Secured Extent of this Guarantee hereunder covers the following items resulting from Principal Contract: the Principal Amount hereof, interest, penalty interest, required cash deposit, compound interest, penalty fine, damage compensation, assessment fees, notarization fees,

commission, expenses for realization of the Bank's rights (including but not limited to litigation fees, property preservation fees, travel fees, auction fees, legal services fees and execution fees), the loss and damage resulting from the defaults of the Guarantor and any other expenses payable by the Debtor under Principal Contract.

2. Choice of Security Interests. When the Bank intends to exercise the security interests due to any default of the Debtor under Principal Contract and/or that of the Guarantor hereunder, if the Principal Amount secured hereunder is secured by both property security and non-property guarantee, the Bank shall, at its full discretion, choose the security interest to be first claimed; namely, it may either recover the debts with the property security thereunder (including this Agreement) first, or require the guarantor to assume guaranteed liability thereunder first. The Guarantor agrees that in any case, the Bank's failure to promptly exercise or Bank's delay in exercising any of its right under the other agreements to which the Debtor is a party, such rights including but not limited to right of claiming, right of security interest, right of relief under breach of contract, shall not be deemed as the Bank's intention to forego such rights to exercise or as

a waiver thereof, and shall not preclude the exercise of any right hereunder.

3. Representations and warranties. The Guarantor represents and warrants to the Bank as follows; the Guarantor confirms its understanding that the performance of any obligation hereunder by the Bank is totally based on such Representations and Warranties.

(1) The Guarantor guarantees it is a legal person duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(2) The Guarantor, according to PRC laws, has full power to enter into this Agreement and exercise/perform rights and obligations hereunder, and has all necessary authorization and ratification in respect of the execution of this Agreement and the performance of the obligations hereunder.

(3) The execution of this Agreement will neither constitute any breach of the laws, regulations, rules, judicial decisions, and awards that the Guarantor shall abide by, nor conflict with its articles of association, any contracts/agreements it signed and any other obligations assumed by it.

(4) All the provisions hereunder are the expression of true intention and interest made by the Guarantor, and shall be legally binding thereupon.

(5) All the financial statements provided by the Guarantor to the Bank are prepared in accordance with the general accounting standards, which indicate the financial status of the Guarantor truly and fairly; all the materials and documents in relation to this Agreement are truthful, effective, accurate, integral without any hidden facts purposely undisclosed to Bank..

(6) The Guarantor guarantees it shall duly complete all the formalities of filing, recording or registration that it shall assume to ensure the validity of this Agreement and its performance; it shall also bear all the taxes thereof.

(7) The Guarantor guarantees no any action or legal procedure is (or is to be) brought forward by any court,

administration authorities or other concerned party, which may induce material adverse effects upon its business or financial status, including but not limited to the bankruptcy and liquidation.

4. Covenants.

The Guarantor undertakes and agrees with the Bank throughout the continuance of this Guarantee that the Guarantor will, unless the Bank otherwise agrees in writing:

(1) supply to the Bank:

(a) as soon as they are available, but in any event within one hundred and eighty (180) days after the end of each financial year of the Guarantor copies of its financial statements in respect of such financial year (including a profit and loss account and balance sheet) audited by an internationally recognized firm of independent accountants or a certified public accountant registered in the PRC acceptable to the Bank (if any);

(b) as soon as they are available, but in any event within ninety (90) days after the end of each half of each financial year of the Guarantor, copies of its interim financial statements (including a profit and loss account and balance sheet) prepared on a basis consistent with the audited financial statements of the Guarantor together with a certificate signed by the principal financial officer of the Guarantor to the effect that such financial statements are true in all material respects and present fairly the financial position of the Guarantor as at the end of, and the results of its operations for, such half-year period (if any);

(c) Promptly on request, such additional financial or other information relating to the Guarantor as the Bank may from time to time reasonably request;

(2) keep proper records and books of account in respect of its business and permit the Bank and/or any professional consultants appointed by the Bank at all reasonable times to inspect and examine the records and account books of the Guarantor;

(3) promptly inform the Bank of any litigation, arbitration or

administrative proceeding;

(4) maintain its corporate existence and conduct its business in a proper and efficient manner and in compliance with all laws, regulations, authorizations, agreements and obligations applicable to it and pay all taxes imposed on it when due;

(5) procure that there is no change of the shareholdings in or ownership or control (direct or indirect) of the Guarantor without the prior written consent of the Bank;

(6) procure that no amendment or supplement is made to the articles of association of the Guarantor without the prior written consent of the Bank;

(7) ensure that its obligations under this Guarantee at all times rank at least pari passu with all other unsecured obligations of the Guarantor unless otherwise provided by law;

(8) not merge or consolidate with any other entity or take any step with a view to demerger, winding-up, administration, liquidation, bankruptcy or dissolution without the prior written consent of the Bank;

(9) not create or attempt or agree to create or permit to arise or exist any charge over all or any part of its property, assets or revenues in favor of any person except for the Bank without the written consent of the Bank;

(10) subjected to the written consent of the Bank, not sell, transfer or otherwise assign, deal with or dispose of all or any part of its business or (except for good consideration in the ordinary course of its business) its assets *or* revenues, whether by a single transaction or by a number of transactions whether related or not;

(11) not enter into any agreement or obligation which might materially and adversely affect its financial or other condition.

(12) **without the prior written consent of the Bank, the Guarantor hereof shall not increase its indebtedness (including finance leasing) from any third party.**

5. Expense and Fees.

(1) The Guarantor undertakes hereby, once requested, it shall immediately pay to the Bank the related costs, expenses and fees (including litigation fee, reasonable attorney's fee and other legal service fees) resulting from the exertion or protection of the rights/powers hereunder, or from any dispute in relation to this Agreement which is ascribed to the Guarantor, or from any default by the Guarantor hereunder.

(2) The Guarantor shall assume all of the stamp duty or any other taxes in relation to this Agreement or the transfer hereunder; in case of any failure or delay of the said payment which leads to the occurrence of any liability, fee, claiming and expense of the Bank, the Guarantor shall compensate for it.

6. Deduction Authorization and Set-off. The Guarantor hereby irrevocably authorizes, in case of any failure by the Guarantor to pay the debts due and payable to the Bank, the Bank shall have the right to deduct corresponding amount directly (regardless of the currency and deposit term) in any account of the Guarantor opened at the Bank to repay the debt, without any prior notice; for the purpose of this Agreement, the Guarantor confirms the Bank shall, at its sole discretion, decide the applicable exchange rate of currency conversion, and any deposit loss or exchange risk resulting from such conversion shall be borne by the Guarantor.

7. Independence. The effectiveness of this Agreement is independent from that of the Principal Contract, and it will not be invalid or revocable due to the invalidity or revocation of Principal Contract. The invalidity or revocation of any term or condition hereunder shall not affect the validity of the other terms and conditions hereunder.

8. Events of default. Each of the following circumstances shall constitute an event of default hereunder with respect to the Guarantor:

(1) Any default by the Debtor under Principal Contract;

(2) Any presentation and warranty made by the Guarantor is

or proves to be incorrect or misleading in any material aspect, or the Guarantor fails to perform or comply with any stipulations hereunder in any material aspect;

(3) Any other default by the Guarantor hereunder;

(4) Any other circumstances occurred by the Guarantor that have material negative effect on the Guarantor's ability to fulfill its obligation under this Agreement..

9. Disposal of Default. In case of any of the aforesaid events of default, the Bank shall have the right to declare the early-maturity of the Principal Amount under the Principal Contract and/or the Period for Claims' Determination, and/or adopt one or several measures below:-

(1) Declare the default of the Guarantor under this Agreement, and require the Guarantor to make prompt correction within designated correction period;

(2) Require the Guarantor to assume the guarantee obligations as provided in this Agreement;

(3) Require the Debtor or the Guarantor to provide new security;

(4) File an action to competent People's Court;

(5) Take any other measure which is to the fullest extent allowed by PRC laws.

10. Notice.

(1) Any notice from one party to the other party shall be delivered to the address stated at the beginning of this Agreement, unless such address is changed with written notice by the other party. Any notice delivered to the above address shall be deemed to have been received:- for mail, on the 7th business day following the registered delivery date to the main business address; for express, on the signing date of the receiver; for fax or E-mail, on the delivering date of the fax or E-mail. All the notices, requirements or any other communications shall be deemed to be received as they are actually received by the Bank.

The originals of the said notices and requirements delivered via fax shall be sent to the Bank via express or mail after the said fax.

(2) The Guarantor consents and agrees, any summon or notice in relation to litigations/arbitrations shall be delivered or left to the address listed at the beginning of this Agreement. Once delivered or left to the said address, it shall be deemed as received by the Guarantor. The Guarantor undertakes to forego all claims of defense.

11. Miscellaneous.

(1) This Agreement will come into force upon the seal and signature of both parties, and will terminate when all the secured debts hereunder have been fully and completely repaid.

(2) This Agreement shall be governed by and construed in accordance with the laws of P.R. China.

(3) All disputes under or relating to this Agreement shall be settled through friendly negotiations; in case of any failure of negotiation, the dispute shall be referred to the jurisdiction of competent people's court of the place where the Bank is located. During the period of dispute, each party shall continue executing the clauses prescribed under the agreement which are not involved in the dispute.

(4) This Agreement may be amended during the duration of this Agreement by the Parties, provided that such amendment shall be in writing and be drawn up in Schedules. Any Schedule is the integral part of this Agreement, all of which are of the same effect.

(5) This Agreement shall be formed with both Chinese and English. In case of any discrepancy between the said versions, the Chinese version shall prevail.

(6) Unless otherwise defined in this Agreement, the relevant words and phrases shall have the same meaning as in the Principal Contract.

(7) This Agreement is made in TWO originals with equivalent

legal effect; the Guarantor and the Bank keep one of them respectively.

- End of this Guarantee -

Guarantee Agreement (Maximum Amount)

For Corporate Guarantor

(Ref No.: CL201511002-GA-2-001)

Part I Execution Page **Agreement Ref. No.: CL201511002-GA-2-001**

Execution Page

Bank

SPD SILICON VALLEY BANK CO., LTD.

with address at

21/F, Block B, Baoland Plaza,
No. 588, Dalian Road, Shanghai 200082

Guarantor

Hong Kong Secoo Investment Group Limited

with address at

Flat/Room 1501 15/F, Lucky Centre,
165-171 Wanchai Road, Wanchai, Hong Kong

hereinafter referred to as "Bank" **hereinafter referred to as "Guarantor"**

The parties above hereby agree to and accept all terms and conditions set forth in this Agreement. The Client hereby confirms that sufficient interpretations and explanations have been made by the Bank in relation to the clauses hereunder and all of them have been understood, agreed and acknowledged by the Guarantor completely.

Accordingly, the above parties execute as follows:

/s/ Harvey Lum	/s/ Richard Rixue Li
Bank's Authorized Signature **on behalf of** **Seal** **Date 2017.05.11**	**Guarantor's Authorized Signature** **on behalf of** **Seal** **Date 2017.05.11**

Part II Content **Agreement Ref. No.: CL201511002-GA-2-001**

Content

For the security of the well performance of the obligations under the Principal Contract (as defined hereunder) by the Debtor (as defined hereunder) and ensuring the recovery of the Bank's right of credit, the Guarantor hereof agrees to assume the guarantee liability as agreed herein.

Therefore, a guarantee agreement ("the Agreement" or "Guarantee") is reached by and between the Guarantor and the Bank hereof as follows.

I SPECIAL PROVISIONS

1. Guarantee Obligations

(1) The obligations of the Guarantor hereunder are joint and several.

(2) The Guarantor hereby irrevocably and unconditionally guarantees to the Bank the due and punctual observance and performance of the payment obligations under the Principal Contract by the Borrower, provided that the Banks has other security rights (by way of, including but not limited to guarantee, mortgage, pledge, etc.), the Bank shall be entitled to first enforce its rights hereunder against the Guarantor within the Secured Extent, and shall not be required to take any steps to first enforce its creditor's rights against any other security provider.

2. Period of Guarantee

The period of guarantee shall be: two years after the expiration of the Period for Debt Performance of the Debtor under the Principal Contract.

For avoidance of doubt, the "expiration", "maturity" or such similar wording shall be interpreted as including the circumstance that the creditor declares the early-maturity of any Principal amount, in whole or in part. In the event of the foregoing, the Period for Debt Performance shall be advanced to the date that such declaration of early-maturity is made, and

the Period for Claims' Determination shall mature correspondingly.

3. Principal Contract

The Principal Contract hereunder means: a series of documents of claims and liabilities executed or performed between the Debtor and the Bank hereunder within the stipulated Period for Claims' Determination, including but not limited to Facility Agreement (Agreement No. CL201511002) dated May (Month) 11th (Day), 2016 and Amendment Agreement (Agreement No. CL201511002-001) dated May (Month) 11th (Day), 2017.

4. Principal Amount secured by the Guarantee

The Principal Amount secured by the Guarantee means: the balance of one or several finances, provided by the Bank to the Debtor within the Period for Claims' Determination specified hereunder.

5. Period for Claims' Determination

(1) The Period for Claims' Determination hereunder refers to: from May (Month) 11th (Day), 2016 to Nov. (Month) 10th (Day), 2019.

(2) For the avoidance of doubt, the wording of "Claim" in the preceding paragraph, includes the circumstances set forth below:

(a) Any document in relation to the creditor's rights or the debts, if only signed and/or sealed by the Debtor and the Bank within the Period for Claims' Determination, would be deemed complying with the requirements of this Agreement, and all debts arising therefrom would be secured by the maximum amount guarantee hereunder; and/or

(b) Although no written documents in relation to the creditor's rights or the debts is signed and/or sealed between the Debtor and the Bank, some evidence exists proving the occurrence of such debts within the Period for Claims' Determination.

(3) For the avoidance of doubt, in respect of the debts under

the document in relation to the creditor's rights or the debts stated in item (a) of the preceding paragraph, even if the actual debt occurs practically after the expiry date of the Period for Claims' Determination, it would also be secured by the maximum amount guarantee hereunder. The aforesaid debts occurred after the expiration date of the Period for Claims' Determination includes, but not limited to, the circumstance as follows: any loan or credit line of loan is actually requested or drawn down after the expiration date of the Period for Claims' Determination; any facility for purpose such as the issuance of the guarantee or the letter of credit is requested and utilized within the Period for Claims' Determination and the bank issues the formal documents with commitment obligation, while the actual payment or advance under such documents occur after the expiration of the Period for Claims' Determination; or, any facility for purpose such as the issuance of the guarantee or the letter of credit is requested for utilized after the expiration of the Period for Claims' Determination.

(4) For the avoidance of doubt, with respect to any debt under the circumstances stated in both item (a) and (b) of the preceding paragraph (2), even for the part of the debts that occur after the expiration of the Period for Claims' Determination (e.g. the interest, penalty interest and other fees of an existing debt accrued after the expiration of the Period for Claims' Determination), such part of the debts would also be secured by the maximum amount guarantee hereunder.

(5) Special stipulations on the preceding debts (please check the appropriate box if it's agreed by both parties; for the avoidance of doubt, please ensure that the selected item is consistent between English and Chinese version).

o It is specially agreed between the Guarantor and the Bank that, all the existing and outstanding debts (if any) under any facility or loan agreement(s) which is entered into by both the Debtor and the Bank prior to the Period for Claims' Determination, would also be secured by the maximum amount guarantee hereunder.

6. Maximum Limit of Claiming

The Maximum Limit of Claiming to the extent that the Guarantor shall assume as a security liability under this Agreement shall be: RMB84,000,000.00 or its equivalents in other currency.

7. The Debtor

The Debtor hereunder, in terms of this Agreement, refers to Beijing Secoo Trading Limited, KUTIANXIA (BEIJING) INFORMATION TECHNOLOGY CO., LTD. and Shanghai Secoo E-commerce Limited.

II GENERAL PROVISIONS

1. **Secured Extent.** The Secured Extent of this Guarantee hereunder covers the following items resulting from Principal Contract: the Principal Amount hereof, interest, penalty interest, required cash deposit, compound interest, penalty fine, damage compensation, assessment fees, notarization fees, commission, expenses for realization of the Bank's rights (including but not limited to litigation fees, property preservation fees, travel fees, auction fees, legal services fees and execution fees), the loss and damage resulting from the defaults of the Guarantor and any other expenses payable by the Debtor under Principal Contract.

2. **Choice of Security Interests.** When the Bank intends to exercise the security interests due to any default of the Debtor under Principal Contract and/or that of the Guarantor hereunder, if the Principal Amount secured hereunder is secured by both property security and non-property guarantee, the Bank shall, at its full discretion, choose the security interest to be first claimed; namely, it may either recover the debts with the property security thereunder (including this Agreement) first, or require the guarantor to assume guaranteed liability thereunder first. The Guarantor agrees that in any case, the Bank's failure to promptly exercise or Bank's delay in exercising any of its right under the other agreements to which the Debtor is a party, such rights including but not limited to right of claiming, right of security interest, right of relief under breach of contract, shall not be deemed as the Bank's intention to forego such rights to exercise or as

a waiver thereof, and shall not preclude the exercise of any right hereunder.

3. **Representations and warranties**. The Guarantor represents and warrants to the Bank as follows; the Guarantor confirms its understanding that the performance of any obligation hereunder by the Bank is totally based on such Representations and Warranties.

(1) The Guarantor guarantees it is a legal person duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(2) The Guarantor, according to PRC laws, has full power to enter into this Agreement and exercise/perform rights and obligations hereunder, and has all necessary authorization and ratification in respect of the execution of this Agreement and the performance of the obligations hereunder.

(3) The execution of this Agreement will neither constitute any breach of the laws, regulations, rules, judicial decisions, and awards that the Guarantor shall abide by, nor conflict with its articles of association, any contracts/agreements it signed and any other obligations assumed by it.

(4) All the provisions hereunder are the expression of true intention and interest made by the Guarantor, and shall be legally binding thereupon.

(5) All the financial statements provided by the Guarantor to the Bank are prepared in accordance with the general accounting standards, which indicate the financial status of the Guarantor truly and fairly; all the materials and documents in relation to this Agreement are truthful, effective, accurate, integral without any hidden facts purposely undisclosed to Bank..

(6) The Guarantor guarantees it shall duly complete all the formalities of filing, recording or registration that it shall assume to ensure the validity of this Agreement and its performance; it shall also bear all the taxes thereof.

(7) The Guarantor guarantees no any action or legal procedure is (or is to be) brought forward by any court,

administration authorities or other concerned party, which may induce material adverse effects upon its business or financial status, including but not limited to the bankruptcy and liquidation.

4. Covenants.

The Guarantor undertakes and agrees with the Bank throughout the continuance of this Guarantee that the Guarantor will, unless the Bank otherwise agrees in writing:

(1) supply to the Bank:

(a) as soon as they are available, but in any event within one hundred and eighty (180) days after the end of each financial year of the Guarantor copies of its financial statements in respect of such financial year (including a profit and loss account and balance sheet) audited by an internationally recognized firm of independent accountants or a certified public accountant registered in the PRC acceptable to the Bank (if any);

(b) as soon as they are available, but in any event within ninety (90) days after the end of each half of each financial year of the Guarantor, copies of its interim financial statements (including a profit and loss account and balance sheet) prepared on a basis consistent with the audited financial statements of the Guarantor together with a certificate signed by the principal financial officer of the Guarantor to the effect that such financial statements are true in all material respects and present fairly the financial position of the Guarantor as at the end of, and the results of its operations for, such half-year period (if any);

(c) promptly on request, such additional financial or other information relating to the Guarantor as the Bank may from time to time reasonably request;

(2) keep proper records and books of account in respect of its business and permit the Bank and/or any professional consultants appointed by the Bank at all reasonable times to inspect and examine the records and account books of the Guarantor;

(3) promptly inform the Bank of any litigation, arbitration or

administrative proceeding;

(4) maintain its corporate existence and conduct its business in a proper and efficient manner and in compliance with all laws, regulations, authorizations, agreements and obligations applicable to it and pay all taxes imposed on it when due;

(5) procure that there is no change of the shareholdings in or ownership or control (direct or indirect) of the Guarantor without the prior written consent of the Bank;

(6) procure that no amendment or supplement is made to the articles of association of the Guarantor without the prior written consent of the Bank;

(7) ensure that its obligations under this Guarantee at all times rank at least pari passu with all other unsecured obligations of the Guarantor unless otherwise provided by law;

(8) not merge or consolidate with any other entity or take any step with a view to demerger, winding-up, administration, liquidation, bankruptcy or dissolution without the prior written consent of the Bank;

(9) not create or attempt or agree to create or permit to arise or exist any charge over all or any part of its property, assets or revenues in favor of any person except for the Bank without the written consent of the Bank;

(10) subjected to the written consent of the Bank, not sell, transfer or otherwise assign, deal with or dispose of all or any part of its business or (except for good consideration in the ordinary course of its business) its assets or revenues, whether by a single transaction or by a number of transactions whether related or not;

(11) not enter into any agreement or obligation which might materially and adversely affect its financial or other condition.

(12) **without the prior written consent of the Bank, the Guarantor hereof shall not increase its indebtedness (including finance leasing) from any third party.**

5. Expense and Fees.

(1) The Guarantor undertakes hereby, once requested, it shall immediately pay to the Bank the related costs, expenses and fees (including litigation fee, reasonable attorney's fee and other legal service fees) resulting from the exertion or protection of the rights/powers hereunder, or from any dispute in relation to this Agreement which is ascribed to the Guarantor, or from any default by the Guarantor hereunder.

(2) The Guarantor shall assume all of the stamp duty or any other taxes in relation to this Agreement or the transfer hereunder; in case of any failure or delay of the said payment which leads to the occurrence of any liability, fee, claiming and expense of the Bank, the Guarantor shall compensate for it.

6. Deduction Authorization and Set-off. The Guarantor hereby irrevocably authorizes, in case of any failure by the Guarantor to pay the debts due and payable to the Bank, the Bank shall have the right to deduct corresponding amount directly (regardless of the currency and deposit term) in any account of the Guarantor opened at the Bank to repay the debt. without any prior notice; for the purpose of this Agreement, the Guarantor confirms the Bank shall, at its sole discretion, decide the applicable exchange rate of currency conversion, and any deposit loss or exchange risk resulting from such conversion shall be borne by the Guarantor.

7. Independence. The effectiveness of this Agreement is independent from that of the Principal Contract, and it will not be invalid or revocable due to the invalidity or revocation of Principal Contract. The invalidity or revocation of any term or condition hereunder shall not affect the validity of the other terms and conditions hereunder.

8. Events of default. Each of the following circumstances shall constitute an event of default hereunder with respect to the Guarantor:

(1) Any default by the Debtor under Principal Contract;

(2) Any presentation and warranty made by the Guarantor is

or proves to be incorrect or misleading in any material aspect, or the Guarantor fails to perform or comply with any stipulations hereunder in any material aspect;

(3) Any other default by the Guarantor hereunder;

(4) Any other circumstances occurred by the Guarantor that have material negative effect on the Guarantor's ability to fulfill its obligation under this Agreement..

9. Disposal of Default. In case of any of the aforesaid events of default, the Bank shall have the right to declare the early-maturity of the Principal Amount under the Principal Contract and/or the Period for Claims' Determination, and/or adopt one or several measures below:-

(1) Declare the default of the Guarantor under this Agreement, and require the Guarantor to make prompt correction within designated correction period;

(2) Require the Guarantor to assume the guarantee obligations as provided in this Agreement;

(3) Require the Debtor or the Guarantor to provide new security;

(4) File an action to competent People's Court;

(5) Take any other measure which is to the fullest extent allowed by PRC laws.

10. Notice.

(1) Any notice from one party to the other party shall be delivered to the address stated at the beginning of this Agreement, unless such address is changed with written notice by the other party. Any notice delivered to the above address shall be deemed to have been received:- for mail, on the 7th business day following the registered delivery date to the main business address; for express, on the signing date of the receiver; for fax or E-mail, on the delivering date of the fax or E-mail. All the notices, requirements or any other communications shall be deemed to be received as they are actually received by the Bank.

The originals of the said notices and requirements delivered via fax shall be sent to the Bank via express or mail after the said fax.

(2) The Guarantor consents and agrees, any summon or notice in relation to litigations/arbitrations shall be delivered or left to the address listed at the beginning of this Agreement. Once delivered or left to the said address, it shall be deemed as received by the Guarantor. The Guarantor undertakes to forego all claims of defense.

11. Miscellaneous.

(1) This Agreement will come into force upon the seal and signature of both parties, and will terminate when all the secured debts hereunder have been fully and completely repaid.

(2) This Agreement shall be governed by and construed in accordance with the laws of P.R. China.

(3) All disputes under or relating to this Agreement shall be settled through friendly negotiations; in case of any failure of negotiation, the dispute shall be referred to the jurisdiction of competent people's court of the place where the Bank is located. During the period of dispute, each party shall continue executing the clauses prescribed under the agreement which are not involved in the dispute.

(4) This Agreement may be amended during the duration of this Agreement by the Parties, provided that such amendment shall be in writing and be drawn up in Schedules. Any Schedule is the integral part of this Agreement, all of which are of the same effect.

(5) This Agreement shall be formed with both Chinese and English. In case of any discrepancy between the said versions, the Chinese version shall prevail.

(6) Unless otherwise defined in this Agreement, the relevant words and phrases shall have the same meaning as in the Principal Contract.

(7) This Agreement is made in TWO originals with equivalent

legal effect; the Guarantor and the Bank keep one of them respectively.

- End of this Guarantee -

Exhibit 10.29

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made as of July [__], 2017 by and between:

(1) Secoo Holding Limited, a company incorporated in the Cayman Islands (the "Company");

(2) Rixue Li, [ID Card Number: 362201197406073879], is [Chinese citizen], address [15/F, Building C, Galaxy SOHO, Dongcheng District, Beijing] ("Rixue Li"); and

(3) Gold Ease Global Limited, a company incorporated in The British Virgin Islands (the "Purchaser"). The Purchaser and the Company are sometimes each referred to herein as a "Party," and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Company plans to file a registration statement on Form F-1 on [ ], 2017 (as may be amended from time to time, the "Registration Statement") with the United States Securities and Exchange Commission (the "SEC") in connection with the initial public offering (the "Offering") by the Company of American Depositary Shares ("ADS") representing [Class A ordinary shares] ("Ordinary Shares") of the Company as specified in the Registration Statement; and

WHEREAS, the Purchaser wishes to invest in the Company by acquiring Ordinary Shares in the Company in a private transaction with the Company exempt from registration pursuant to Regulation S of the U.S. Securities Act of 1933, as amended ("Regulation S" and the "Securities Act," respectively);

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

Section 1.1 Issuance, Sale and Purchase of Ordinary Shares. Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined below), the Purchaser hereby agrees to purchase, and the Company hereby agrees to issue, sell and deliver to the Purchaser, subject to and concurrent with the

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Offering, at a price per Ordinary Share equal to the Offer Price (as defined below), that certain number (as such number is determined pursuant to Section 1.2 below) of Ordinary Shares (the "Purchased Shares"), free and clear of all liens or encumbrances (except for restrictions arising under the Securities Act or created by virtue of this Agreement or the Lock-up Agreement (as defined below)). The "Offer Price" means the price per ADS set forth on the cover of the Company's final prospectus in connection with the Offering (the "Final Prospectus") divided by the number of Ordinary Shares represented by one ADS. All such sales shall be made (i) on the same terms as the ADSs being offered in the Offering and (ii) pursuant to and in reliance upon Regulation S.

Section 1.2 Closing.

(a) Closing. Subject to Section 1.3, the closing (the "Closing") of the sale and purchase of the Ordinary Shares pursuant to Section 1.1 shall take place concurrently with the closing of the Offering at the same offices for the closing of the Offering or at such other place as the Company and the Purchaser may mutually agree. The total number of the Ordinary Shares that the Purchaser shall purchase at the Closing shall be equal to the aggregate purchase price of US$[20,000,000] (the "Purchase Price") divided by the Offer Price; provided, however, that (i) no fractional shares of Ordinary Shares will be issued, (ii) any fractions shall be rounded down to the nearest whole number of Ordinary Shares, and (iii) the Purchase Price will be reduced by the value of any such fractional share (as calculated on the basis of the Offer Price). The date and time of the Closing are referred to herein as the "Closing Date."

(b) Payment and Delivery. At the Closing, the Purchaser shall pay and deliver the total consideration to the Company in U.S. dollars by wire transfer, or by such other method mutually agreeable to the parties, of immediately available funds to such bank account designated in writing by the Company, and the Company shall deliver one or more duly executed share certificates in original form, registered in the name of the Purchaser, together with a certified true copy of the register of members of the Company, evidencing the Ordinary Shares being issued and sold to the Purchaser.

(c) Restrictive Legend. Each certificate representing the Purchased Shares shall be endorsed with the following legend:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (AS AMENDED, THE "ACT") OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS SECURITY MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED: (A) IN THE ABSENCE OF (1) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT, (2) AN EXEMPTION OR QUALIFICATION UNDER APPLICABLE

SECURITIES LAWS OR (3) DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED; AND (B) WITHIN THE UNITED STATES OR TO ANY U.S. PERSON, AS EACH OF THOSE TERMS IS DEFINED IN REGULATION S UNDER THE ACT, DURING THE 40 DAYS FOLLOWING CLOSING OF THE PURCHASE. ANY ATTEMPT TO TRANSFER, SELL, PLEDGE OR HYPOTHECATE THIS SECURITY IN VIOLATION OF THESE RESTRICTIONS SHALL BE VOID.

Section 1.3 Closing Conditions.

(a) Conditions to Purchaser's Obligations to Effect the Closing. The obligation of the Purchaser to purchase and pay for the Purchased Shares as contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived in writing by the Purchaser in its sole discretion:

(i) All corporate and other actions required to be taken by the Company in connection with the issuance and sale of the Purchased Shares shall have been completed.

(ii) The representations and warranties of the Company contained in Section 2.1 of this Agreement shall have been true and correct on the date of this Agreement and true and correct in all material respects on and as of the Closing Date; and the Company shall have performed and complied in all material respects with all, and not be in breach or default in any material respects under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

(iii) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement that are substantial in relation to the Company; and no action, suit, proceeding or investigation shall have been instituted by a governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated by this Agreement, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement that are substantial in relation to the Company.

(iv) The Offering shall have been successfully completed.

(v) The ADSs shall have been listed on the [New York Stock Exchange/NASDAQ Global Market].

(vi) The underwriting agreement relating to the Offering shall have been entered into and have become effective.

(b) Conditions to Company's Obligations to Effect the Closing. The obligation of the Company to issue and sell the Purchased Shares to the Purchaser as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions, any of which may be waived in writing by the Company in its sole discretion:

(i) The Lock-up Agreement shall have been executed and delivered by the Purchaser to the representatives of the underwriters for the Offering.

(ii) All corporate and other actions required to be taken by the Purchaser in connection with the purchase of the Purchased Shares shall have been completed.

(iii) The representations and warranties of the Purchaser contained in Section 2.2 of this Agreement shall have been true and correct on the date of this Agreement and true and correct in all material respects on and as of the Closing Date; and the Purchaser shall have performed and complied in all material respects with all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

(iv) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement that are substantial in relation to the Company; and no action, suit, proceeding or investigation shall have been instituted by a governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated by this Agreement, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement that are substantial in relation to the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The Company hereby represents and warrants to the Purchaser, as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. The Company is a company duly incorporated as an exempted company with limited liability, validly existing and in good standing under the laws of the Cayman Islands. The Company has all requisite power and authority to carry on its business as it is currently being conducted.

(b) Authority. The Company has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by the Company pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Company of this Agreement and the performance by the Company of its obligations hereunder have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium,

and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Capitalization.

(i) The share capital of the Company shall be as set forth in Schedule I of this Agreement setting forth, as of the date hereof, the aggregate number of issued and outstanding shares of capital stock of the Company (including the ordinary shares and each series of preferred shares (the "Preferred Shares")). All issued and outstanding ordinary Shares and all issued and outstanding Preferred Shares are validly issued, fully paid and non-assessable.

(ii) All outstanding shares of capital stock of the Company and all outstanding shares of capital stock of each of the Company's subsidiaries and consolidated affiliates (each a "Subsidiary" and collectively "Subsidiaries") have been issued and granted in compliance with (x) all applicable Securities Laws and other applicable laws and (y) all requirements set forth in applicable contracts, without violation of the preemptive rights, rights of first refusal or other similar rights. "Securities Laws" means the United States Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, the listing rules of, or any listing agreement with New York Stock Exchange and any other applicable law regulating securities or takeover matters.

(iii) The rights of the Ordinary Shares to be issued to the Purchaser are as stated in the Amended and Restated Memorandum and Articles of Association of the Company as set out in the exhibit 3.2 of the Registration Statement.

(e) Due Issuance of the Purchased Shares. The Purchased Shares have been duly authorized and, when issued and delivered to and paid for by the Purchaser pursuant to this Agreement, will be validly issued, fully paid and non-assessable and free and clear of any pledge, mortgage, security interest, encumbrance, lien, charge, assessment, right of first refusal, right of pre-emption, third party right or interest, claim or restriction of any kind or nature, except for restrictions arising under the Securities Act or created by virtue of this Agreement or the Lock-up Agreement and upon delivery and entry into the register of members of the Company will transfer to the Purchaser good and valid title to the Purchased Shares.

(f) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the organizational documents of the Company or its Subsidiaries or 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 or its Subsidiaries is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of or creation of an encumbrance under, or create in any party the right to accelerate, terminate, modify, or cancel, any agreement, contract, lease, license, instrument, or other arrangement to which the Company or its Subsidiaries is a party or by which the Company or its Subsidiaries is bound or to which any of the Company's or its Subsidiaries' assets are subject. There is no action, suit or proceeding, pending or threatened against the Company or its Subsidiaries that questions the validity of this Agreement or the right of the Company to enter into this Agreement or to consummate the transactions contemplated hereby.

(g) Consents and Approvals. 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 Closing Date.

(h) Compliance with Laws. The business of the Company or its Subsidiaries is not being conducted in violation of any law or government order applicable to the Company except for violations which do not and would not have

a Material Adverse Effect. As used herein, "Material Adverse Effect" shall mean any event, fact, circumstance or occurrence that, individually or in the aggregate with any other events, facts, circumstances or occurrences, results in or would reasonably be expected to result in a material adverse change in or a material adverse effect on any of (i) the financial condition, assets, liabilities, results of operations, business, or operations of the Company or its Subsidiaries taken as a whole, except to the extent that any such Material Adverse Effect results from (x) the public disclosure of the transactions contemplated hereby in accordance with the terms of this Agreement, (y) changes in generally accepted accounting principles that are generally applicable to comparable companies, or (z) changes in general economic and market conditions; or (ii) the ability of the Company to consummate the transactions contemplated by this Agreement and to timely perform its material obligations under the Agreement.

(i) SEC Filings. Prior to the Closing, the Registration Statement, as supplemented or amended, shall have been declared effective by the SEC. The Registration Statement, including the prospectus therein, conforms and will conform, in all material respects to the requirements of the Securities Act and the rules and regulations of the SEC thereunder and does not, as of the date hereof, and will not, as of the applicable effective date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(j) Investment Company. The Company is not and, after giving effect to the offering and sale of the Purchased Shares, the consummation of the Offering and the application of the proceeds hereof thereof, will not be an "**investment company**," as such term is defined in the U.S. Investment Company Act of 1940, as amended.

(k) Regulation S. No directed selling efforts (as defined in Rule 902 of Regulation S under the Securities Act) have been made by any of the Company, any of its affiliates or any person acting on its behalf with respect to any Purchased Shares that are not registered under the Securities Act; and none of such persons has taken any actions that would result in the sale of the Purchased Shares to the Purchaser under this Agreement requiring registration under the Securities Act; and the Company is a "**foreign issuer**" (as defined in Regulation S).

(l) Events Subsequent to Most Recent Fiscal Period. Since [ ], 2017 until the date hereof and to the Closing Date, there has not been any events that, to the Company's knowledge, will have a Material Adverse Effect.

(m) Litigation. There are no actions by or against the Company or its Subsidiaries or affecting the business or any of the assets of the Company or its Subsidiaries pending before any governmental authority, or, to the Company's

knowledge, threatened to be brought by or before any governmental authority, that would have a Material Adverse Effect.

Section 2.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Company as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. The Purchaser is duly formed, validly existing and in good standing in the jurisdiction of its organization. The Purchaser has all requisite power and authority to carry on its business as it is currently being conducted.

(b) Authority. The Purchaser has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by the Purchaser pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations hereunder have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the organizational documents of the Purchaser or 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 Purchaser is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of or creation of an encumbrance under, or create in any party the right to accelerate, terminate, modify, or cancel, any agreement, contract, lease, license, instrument, or other arrangement to which the Purchaser is a party or by which the Purchaser is bound or to which any of the Purchaser's assets are subject. There is no action, suit or proceeding, pending or threatened against the Purchaser that questions the validity of this Agreement or the right of the Purchaser to enter into this Agreement or to consummate the transactions contemplated hereby.

(e) Consents and Approvals. Neither the execution and delivery by the Purchaser of this Agreement, nor the consummation by the Purchaser of any of the transactions contemplated hereby, nor the performance by the Purchaser 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 Closing Date.

(f) Status and Investment Intent.

(i) Experience. The Purchaser has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchased Shares. The Purchaser is capable of bearing the economic risks of such investment, including a complete loss of its investment.

(ii) Purchase Entirely for Own Account. The Purchaser is acquiring the Purchased Shares that it is purchasing pursuant to this Agreement for investment for its own account for investment purposes only and not with the view to, or with any intention of, resale, distribution or other disposition thereof. The Purchaser does not have any direct or indirect arrangement, or understanding with any other persons to distribute, or regarding the distribution of the Purchased Shares in violation of the Securities Act or any other applicable state securities law.

(iii) Solicitation. The Purchaser (x) was not identified or contacted through the marketing of the Offering and (y) did not contact the Company as a result of any general solicitation.

(iv) Restricted Securities. The Purchaser acknowledges that the Purchased Shares are "restricted securities" that have not been registered under the Securities Act or any applicable state securities law. The Purchaser further acknowledges that, absent an effective registration under the Securities Act, the Purchased Shares may only be offered, sold or otherwise transferred (x) to the Company, (y) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act or (z) pursuant to an exemption from registration under the Securities Act.

(v) Information. The Purchaser has been furnished access to all materials and information such Purchaser has requested relating to the Company and its Subsidiaries and other due diligence documents in order to evaluate the transactions contemplated by this Agreement. The Purchaser has consulted to the extent deemed appropriate by such Purchaser with such Purchaser's own advisers as to the financial, tax, legal and related matters concerning an investment in the Purchased Shares and on that basis believes that an investment in the Purchased Shares is suitable and appropriate for such Purchaser.

(vi) Not U.S. Person. The Purchaser is not a "U.S. person" as defined in Rule 902 of Regulation S.

(vii) Offshore Transaction. The Purchaser has been advised and acknowledges that in issuing the Purchased Shares to the Purchaser pursuant hereto, the Company is relying upon the exemption from registration provided by Regulation S. The Purchaser is acquiring the Purchased Shares in an offshore transaction in reliance upon the exemption from registration provided by Regulation S.

(viii) FINRA. The Purchaser does not, directly or indirectly, own more than five percent of the outstanding common stock (or other voting securities) of any member of the Financial Industry Regulatory Authority, Inc. ("FINRA") or a holding company for a FINRA member, and is not otherwise a "restricted person" for the purposes of the Free-Riding and Withholding Interpretation of FINRA.

ARTICLE III

COVENANTS

Section 3.1 Lock-up. The Purchaser undertakes that it will comply with U.S. securities law for any resale or transfer of the Ordinary Shares. The Purchaser hereby agrees that, without the prior written consent of the Company, it will not during the period beginning on the date of this Agreement and continuing to and including 180 days after such date (the "Lock-up Period"): (a) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise dispose of, directly or indirectly relating to the Ordinary Shares or the Company's ADS or publicly disclose the intention to make any offer, sale, pledge or disposition, or (b) enter into any swap or other agreement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares or the Company's ADS.

Section 3.2 Distribution Compliance Period. The Purchaser agrees not to resell, pledge or transfer any Purchased Shares within the United States or to any U.S. Person, as each of those terms is defined in Regulation S, during the 40 days following the Closing Date.

Section 3.3 Further Assurances. From the date of this Agreement until the Closing Date, the Parties shall use their reasonable best efforts to fulfill or obtain the fulfillment of the conditions precedent to the consummation of the transactions contemplated hereby.

ARTICLE IV

INDEMNIFICATION

Section 4.1 Indemnification. Each of the Company and the Purchaser (an "Indemnifying Party") shall indemnify and hold each other and their directors, officers and agents (collectively, the "Indemnified Party") harmless from and against any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever, including but not limited to any investigative, legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding, and any taxes or levies that may be payable by such person by reason of the indemnification of any indemnifiable loss hereunder (collectively, "Losses") resulting from or arising out of: (i) the breach of any representation or warranty of such Indemnifying Party contained in this Agreement or in any schedule or exhibit hereto; or (ii) the violation or nonperformance, partial or total, of any covenant or agreement of such Indemnifying Party contained in this Agreement for reasons other than gross negligence or willful misconduct of such Indemnified Party. In calculating the amount of any Losses of an Indemnified Party hereunder, there shall be subtracted the amount of any insurance proceeds and third-party payments received by the Indemnified Party with respect to such Losses, if any.

Section 4.2 Third Party Claims.

(a) If any third party shall notify any Indemnified Party in writing with respect to any matter involving a claim by such third party (a "Third Party Claim") which such Indemnified Party believes would give rise to a claim for indemnification against the Indemnifying Party under this Article IV, then the Indemnified Party shall promptly (i) notify the Indemnifying Party thereof in writing within thirty (30) days of receipt of notice of such claim and (ii) transmit to the Indemnifying Party a written notice ("Claim Notice") describing in reasonable detail the nature of the Third Party Claim, a copy of all papers served with respect to such claim (if any), and the basis of the Indemnified Party's request for indemnification under this Agreement.

(b) Upon receipt of a Claim Notice with respect to a Third Party Claim, the Indemnifying Party shall have the right to assume the defense of any Third Party Claim by, within (30) days of receipt of the Claim Notice, notifying the Indemnified Party in writing that the Indemnifying Party elects to assume the defense of such Third Party Claim, and upon delivery of such notice by the Indemnifying Party, the Indemnifying Party shall have the right to fully control and settle the proceeding, provided, that, any such settlement or compromise shall be permitted hereunder only with the written consent of the Indemnified Party.

(c) If requested by the Indemnifying Party, the Indemnified Party shall, at the sole cost and expense of the Indemnifying Party, cooperate with the Indemnifying Party and its counsel in contesting any Third Party Claim which the Indemnifying Party elects to contest, including the making of any related counterclaim against the person asserting the Third Party Claim or any cross complaint against any person. The Indemnified Party shall have the right to receive copies of all pleadings, notices and communications with respect to any Third Party Claim, other than any privileged communications between the Indemnifying Party and its counsel, and shall be entitled, at its sole cost and expense, to retain separate co-counsel and participate in, but not control, any defense or settlement of any Third Party Claim assumed by the Indemnifying Party pursuant to Section 4.2(b).

(d) In the event of a Third Party Claim for which the Indemnifying Party elects not to assume the defense or fails to make such an election within the 30 days of the Claim Notice, the Indemnified Party may, at its option, defend, settle, compromise or pay such action or claim at the expense of the Indemnifying Party; provided, that, any such settlement or compromise shall be permitted hereunder only with the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

Section 4.3 Other Claims. In the event any Indemnified Party should have a claim against the Indemnifying Party hereunder which does not involve a Third Party Claim, the Indemnified Party shall promptly transmit to the Indemnifying Party a written notice (the "Indemnity Notice") describing in reasonable detail the nature of the claim, the Indemnified Party's best estimate of the amount of Losses attributable to such claim and the basis of the Indemnified Party's request for indemnification under this Agreement. If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days from its receipt of the Indemnity Notice that the Indemnifying Party disputes such claim, the Indemnifying Party shall be deemed to have accepted and agreed with such claim.

Section 4.4 Joint and individual responsibilities. Rixue Li, as the actual controller of the Company, agrees to undertake the joint and individual liabilities with the Company in respect of all the indemnity obligations of the Company under this Agreement.

Section 4.5 Indemnification for Non-compliance with U.S. Securities Law. The Company undertakes to comply with all the disclosure requirements under the U.S. securities law and indemnify the Purchaser all the potential costs arising from any lawsuit in relation to the U.S. securities law.

ARTICLE V

MISCELLANEOUS

Section 5.1 Survival of the Representations and Warranties. All representations and warranties made by any Party shall survive for two years and shall terminate and be without further force or effect on the second anniversary of the date hereof, except as to (i) any claims thereunder which have been asserted in writing pursuant to Section 4.1 against the Party making such representations and warranties on or prior to such second anniversary, and (ii) the Company's representations contained in Section 2.1(a), (b), (c), (d) and (e) hereof, each of which shall survive indefinitely.

Section 5.2 Governing Law; Arbitration. This Agreement shall be governed and interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination ("Dispute") shall be referred to and finally resolved by arbitration administrated at the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules then in force. There shall be three arbitrators. Each Party has the right to appoint one arbitrator and the third arbitrator shall be appointed by the Hong Kong International Arbitration Centre. The language to be used in the arbitration proceedings shall be English. Each of the Parties irrevocably waives any immunity to jurisdiction to which it may be entitled or become entitled (including without limitation sovereign immunity, immunity to pre-award attachment, post-award attachment or otherwise) in any arbitration proceedings and/or enforcement proceedings against it arising out of or based on this Agreement or the transactions contemplated hereby.

Section 5.3 Amendment. This Agreement shall not be amended, changed or modified, except by another agreement in writing executed by the Parties hereto.

Section 5.4 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, each of the Company and the Purchaser and their respective heirs, successors and permitted assigns and legal representatives.

Section 5.5 Assignment. Neither this Agreement nor any of the rights, duties or obligations hereunder may be assigned by the Company or the Purchaser without the express written consent of the other Party, except that the Purchaser may assign all or any part of its rights and obligations hereunder to any affiliate of Purchaser without the consent of the Company, provided that no such assignment shall relieve the Purchaser of its obligations hereunder if such assignee does not

perform such obligations. Any purported assignment in violation of the foregoing sentence shall be null and void.

Section 5.6 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of actual delivery if delivered personally to the Party to whom notice is to be given, on the date sent if sent by telecopier, tested telex or prepaid telegram, on the next business day following delivery to Federal Express properly addressed or on the day of attempted delivery by the U.S. Postal Service if mailed by registered or certified mail, return receipt requested, postage paid, and properly addressed as follows:

If to the Purchaser, at:
Gold Ease Global Limited
Suite 1702, 17/F., Dina House
Ruttonjee Centre, 11 Duddell Street,
Central, Hong Kong
Attn: Company Secretary

With copy to:
Country Garden(Hong Kong)
Development Company Limited
Suite 1702, 17/F., Dina House
Ruttonjee Centre, 11 Duddell Street,
Central, Hong Kong
Attn: Company Secretary

If to Ruoxue Li or the Company, at:
Secoo Holding Limited
15/F, Building C, Galaxy SOHO
Chaonei Street, Dongcheng District
Beijing 100000
The People's Republic of China
Attn: Chief Financial Officer

With copy to:
Skadden, Arps, Slate, Meagher & Flom
42/F Edinburgh Tower
The Landmark
15 Queen's Road Central
Fax: +852-3910-4850

Attn: Z. Julie Gao, Esq.

Any Party may change its address for purposes of this Section 5.6 by giving the other Parties hereto written notice of the new address in the manner set forth above.

Section 5.7 Severability. If any provisions of this Agreement shall be adjudicated to be illegal, invalid or unenforceable in any action or proceeding whether in its entirety or in any portion, then such provision shall be deemed amended, if possible, or deleted, as the case may be, from the Agreement in order to render the remainder of the Agreement and any provision thereof both valid and enforceable, and all other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

Section 5.8 Fees and Expenses. Except as otherwise provided in this Agreement, the Company and the Purchaser will bear their respective expenses incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby, including fees and expenses of attorneys, accountants, consultants and financial advisors.

Section 5.9 Confidentiality. Each Party shall keep in confidence, and shall not use (except for the purposes of the transactions contemplated hereby) or disclose, any non-public information disclosed to it or its affiliates, representatives or agents in connection with this Agreement or the transactions contemplated hereby. Each Party shall ensure that its affiliates, representatives and agents keep in confidence, and do not use (except for the purposes of the transactions contemplated hereby) or disclose, any such non-public information.

Section 5.10 Specific Performance. The Parties agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

Section 5.11 Termination. In the event that the Closing shall not have occurred by [December 31], 2017, this Agreement shall be terminated unless the Parties mutually agree to renegotiate; except for the provisions of Sections 5.2, 5.6 and 5.10 hereof, which shall survive any termination under this Section 5.12.

Section 5.12 Purchaser Description.

(a) The Company shall afford the Purchaser a reasonable opportunity in which to review and comment on any description of the Purchaser and/or the transactions contemplated by this Agreement that is to be included in the Registration Statement filed after the date hereof.

(b) The Purchaser hereby consents and undertakes to promptly provide a description of its organization and business activities to the Company (the "Purchaser Description"), and hereby represents that the Purchaser Description will be true and accurate in all material respects and will not be misleading in any material respect, as may be reasonably required by the Company for the purpose

of satisfying the disclosure obligations in connection with the Registration Statement and the prospectus therein under applicable laws, regulations and listing rules. The Purchaser also consents to the inclusion of the Purchaser Description, the Purchaser's name as well as the matters relating to the Purchaser's subscription of the Purchased Shares in the Registration Statement and the prospectus therein, and in press releases and other marketing materials for the Offering (subject to the Purchaser's reasonable opportunity to review and comment on such press release and marketing materials as applicable). Additionally, the Purchaser hereby consents to the filing of this Agreement as an exhibit to the Registration Statement.

(c) The Purchaser acknowledges that the Company will rely upon the truth and accuracy of the Purchaser Description, and it agrees to notify the Company promptly in writing if any of the content contained therein ceases to be accurate and complete or becomes misleading.

Section 5.15 Headings. The headings of the various articles and sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

Section 5.16 Execution in Counterparts. For the convenience of the Parties and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

SECOO HOLDING LIMITED

By: /s/ Rixue Li
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

GOLD EASE GLOBAL LIMITED

By: /s/ Gold Ease Global Limited
Name: Gold Ease Global Limited
Title:

[Signature Page to Subscription Agreement]

Schedule I

Exhibit 10.30

Execution Version

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made as of August 14, 2017 by and between:

(1) Secoo Holding Limited, a company incorporated in the Cayman Islands (the "Company"); and

(2) YTL E-Solutions Berhad, a company incorporated in Malaysia (the "Purchaser").

The Purchaser and the Company are sometimes each referred to herein as a "Party," and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Company plans to file a registration statement on Form F-1 in or about [October], 2017 (as may be amended from time to time, the "Registration Statement") with the United States Securities and Exchange Commission (the "SEC") in connection with the initial public offering (the "Offering") by the Company of American Depositary Shares ("ADS") representing [Class A ordinary shares] ("Ordinary Shares") of the Company as specified in the Registration Statement; and

WHEREAS, the Purchaser wishes to invest in the Company by acquiring Ordinary Shares in the Company in a private transaction with the Company exempt from registration pursuant to Regulation S of the U.S. Securities Act of 1933, as amended ("Regulation S" and the "Securities Act," respectively);

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

Section 1.1 Issuance, Sale and Purchase of Ordinary Shares. Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined below), the Purchaser hereby agrees to purchase, and the Company hereby agrees to issue, sell and deliver to the Purchaser, subject to and concurrent with the

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Offering, at a price per Ordinary Share equal to the Offer Price (as defined below), that certain number (as such number is determined pursuant to Section 1.2 below) of Ordinary Shares (the "Purchased Shares"), free and clear of all liens or encumbrances (except for restrictions arising under the Securities Act or created by virtue of this Agreement or the Lock-up Agreement (as defined below)). The "Offer Price" means the price per ADS set forth on the cover of the Company's final prospectus in connection with the Offering (the "Final Prospectus") divided by the number of Ordinary Shares represented by one ADS. All such sales shall be made (i) on the same terms as the ADSs being offered in the Offering and (ii) pursuant to and in reliance upon Regulation S.

Section 1.2 Closing.

(a) Closing. Subject to Section 1.3, the closing (the "Closing") of the sale and purchase of the Ordinary Shares pursuant to Section 1.1 shall take place concurrently with the closing of the Offering at the same offices for the closing of the Offering or at such other place as the Company and the Purchaser may mutually agree. The total number of the Ordinary Shares that the Purchaser shall purchase at the Closing shall be equal to the aggregate purchase price of US$10,000,000.00 (the "Purchase Price") divided by the Offer Price; provided, however, that (i) no fractional shares of Ordinary Shares will be issued, (ii) any fractions shall be rounded down to the nearest whole number of Ordinary Shares, and (iii) the Purchase Price will be reduced by the value of any such fractional share (as calculated on the basis of the Offer Price). The date and time of the Closing are referred to herein as the "Closing Date."

(b) Payment and Delivery. At the Closing, the Purchaser shall pay and deliver the Purchase Price to the Company in U.S. dollars by wire transfer, or by such other method mutually agreeable to the parties, of immediately available funds to such bank account designated in writing by the Company, and the Company shall deliver one or more duly executed share certificates in original form, registered in the name of the Purchaser, together with a certified true copy of the register of members of the Company, evidencing the Ordinary Shares being issued and sold to the Purchaser.

(c) Restrictive Legend. Each certificate representing the Purchased Shares shall be endorsed with the following legend:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (AS AMENDED, THE "ACT") OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS SECURITY MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED: (A) IN THE ABSENCE OF (1) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT, (2) AN EXEMPTION OR QUALIFICATION UNDER APPLICABLE

SECURITIES LAWS OR (3) DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED; AND (B) WITHIN THE UNITED STATES OR TO ANY U.S. PERSON, AS EACH OF THOSE TERMS IS DEFINED IN REGULATION S UNDER THE ACT, DURING THE 40 DAYS FOLLOWING CLOSING OF THE PURCHASE. ANY ATTEMPT TO TRANSFER, SELL, PLEDGE OR HYPOTHECATE THIS SECURITY IN VIOLATION OF THESE RESTRICTIONS SHALL BE VOID.

Section 1.3 Closing Conditions.

(a) Conditions to Purchaser's Obligations to Effect the Closing. The obligation of the Purchaser to purchase and pay for the Purchased Shares as contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived in writing by the Purchaser in its sole discretion:

(i) All corporate and other actions required to be taken by the Company in connection with the issuance and sale of the Purchased Shares shall have been completed.

(ii) The representations and warranties of the Company contained in Section 2.1 of this Agreement shall have been true and correct on the date of this Agreement and true and correct in all material respects on and as of the Closing Date; and the Company shall have performed and complied in all material respects with all, and not be in breach or default in any material respects under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

(iii) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement that are substantial in relation to the Company; and no action, suit, proceeding or investigation shall have been instituted by a governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated by this Agreement, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement that are substantial in relation to the Company.

(iv) The Offering shall have been successfully completed.

(v) The ADSs shall have been listed on the New York Stock Exchange/NASDAQ Global Market.

(vi) The underwriting agreement relating to the Offering shall have been entered into and have become effective.

(b) Conditions to Company's Obligations to Effect the Closing. The obligation of the Company to issue and sell the Purchased Shares to the Purchaser as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions, any of which may be waived in writing by the Company in its sole discretion:

(i) The Lock-up Agreement shall have been executed and delivered by the Purchaser to the representatives of the underwriters for the Offering.

(ii) All corporate and other actions required to be taken by the Purchaser in connection with the purchase of the Purchased Shares shall have been completed.

(iii) The representations and warranties of the Purchaser contained in Section 2.2 of this Agreement shall have been true and correct on the date of this Agreement and true and correct in all material respects on and as of the Closing Date; and the Purchaser shall have performed and complied in all material respects with all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

(iv) No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement that are substantial in relation to the Company; and no action, suit, proceeding or investigation shall have been instituted by a governmental authority of competent jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated by this Agreement, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement that are substantial in relation to the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The Company hereby represents and warrants to the Purchaser, as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. The Company is a company duly incorporated as an exempted company with limited liability, validly existing and in good standing under the laws of the Cayman Islands. The Company has all requisite power and authority to carry on its business as it is currently being conducted.

(b) Authority. The Company has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by the Company pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Company of this Agreement and the performance by the Company of its obligations hereunder have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium,

and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Capitalization.

(i) The share capital of the Company shall be as set forth in Schedule I of this Agreement setting forth, as of the date hereof, the aggregate number of issued and outstanding shares of capital stock of the Company (including the ordinary shares and each series of preferred shares (the "Preferred Shares")). All issued and outstanding ordinary Shares and all issued and outstanding Preferred Shares are validly issued, fully paid and non-assessable.

(ii) All outstanding shares of capital stock of the Company and all outstanding shares of capital stock of each of the Company's subsidiaries and consolidated affiliates (each a "Subsidiary" and collectively "Subsidiaries") have been issued and granted in compliance with (x) all applicable Securities Laws and other applicable laws and (y) all requirements set forth in applicable contracts, without violation of the preemptive rights, rights of first refusal or other similar rights. "Securities Laws" means the United States Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, the listing rules of, or any listing agreement with New York Stock Exchange and any other applicable law regulating securities or takeover matters.

(iii) The rights of the Ordinary Shares to be issued to the Purchaser are as stated in the Amended and Restated Memorandum and Articles of Association of the Company as set out in the exhibit 3.2 of the Registration Statement.

(e) Due Issuance of the Purchased Shares. The Purchased Shares have been duly authorized and, when issued and delivered to and paid for by the Purchaser pursuant to this Agreement, will be validly issued, fully paid and non-assessable and free and clear of any pledge, mortgage, security interest, encumbrance, lien, charge, assessment, right of first refusal, right of pre-emption, third party right or interest, claim or restriction of any kind or nature, except for restrictions arising under the Securities Act or created by virtue of this Agreement or the Lock-up Agreement and upon delivery and entry into the register of members of the Company will transfer to the Purchaser good and valid title to the Purchased Shares.

(f) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the organizational documents of the Company or its Subsidiaries or 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 or its Subsidiaries is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of or creation of an encumbrance under, or create in any party the right to accelerate, terminate, modify, or cancel, any agreement, contract, lease, license, instrument, or other arrangement to which the Company or its Subsidiaries is a party or by which the Company or its Subsidiaries is bound or to which any of the Company's or its Subsidiaries' assets are subject. There is no action, suit or proceeding, pending or threatened against the Company or its Subsidiaries that questions the validity of this Agreement or the right of the Company to enter into this Agreement or to consummate the transactions contemplated hereby.

(g) Consents and Approvals. 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 Closing Date.

(h) Compliance with Laws. The business of the Company or its Subsidiaries is not being conducted in violation of any law or government order applicable to the Company except for violations which do not and would not have

a Material Adverse Effect. As used herein, "Material Adverse Effect" shall mean any event, fact, circumstance or occurrence that, individually or in the aggregate with any other events, facts, circumstances or occurrences, results in or would reasonably be expected to result in a material adverse change in or a material adverse effect on any of (i) the financial condition, assets, liabilities, results of operations, business, or operations of the Company or its Subsidiaries taken as a whole, except to the extent that any such Material Adverse Effect results from (x) the public disclosure of the transactions contemplated hereby in accordance with the terms of this Agreement, (y) changes in generally accepted accounting principles that are generally applicable to comparable companies, or (z) changes in general economic and market conditions; or (ii) the ability of the Company to consummate the transactions contemplated by this Agreement and to timely perform its material obligations under the Agreement.

(i) SEC Filings. Prior to the Closing, the Registration Statement, as supplemented or amended, shall have been declared effective by the SEC. The Registration Statement, including the prospectus therein, conforms and will conform, in all material respects to the requirements of the Securities Act and the rules and regulations of the SEC thereunder and does not, as of the date hereof, and will not, as of the applicable effective date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(j) Investment Company. The Company is not and, after giving effect to the offering and sale of the Purchased Shares, the consummation of the Offering and the application of the proceeds hereof thereof, will not be an "**investment company**," as such term is defined in the U.S. Investment Company Act of 1940, as amended.

(k) Regulation S. No directed selling efforts (as defined in Rule 902 of Regulation S under the Securities Act) have been made by any of the Company, any of its affiliates or any person acting on its behalf with respect to any Purchased Shares that are not registered under the Securities Act; and none of such persons has taken any actions that would result in the sale of the Purchased Shares to the Purchaser under this Agreement requiring registration under the Securities Act; and the Company is a "**foreign issuer**" (as defined in Regulation S).

(l) Events Subsequent to Most Recent Fiscal Period. Since March 31, 2017 until the date hereof and to the Closing Date, there has not been any events that, to the Company's knowledge, will have a Material Adverse Effect.

(m) Litigation. There are no actions by or against the Company or its Subsidiaries or affecting the business or any of the assets of the Company or its Subsidiaries pending before any governmental authority, or, to the Company's

knowledge, threatened to be brought by or before any governmental authority, that would have a Material Adverse Effect.

Section 2.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Company as of the date hereof and as of the Closing Date, as follows:

(a) Due Formation. The Purchaser is duly formed, validly existing and in good standing in the jurisdiction of its organization. The Purchaser has all requisite power and authority to carry on its business as it is currently being conducted.

(b) Authority. The Purchaser has full power and authority to enter into, execute and deliver this Agreement and each agreement, certificate, document and instrument to be executed and delivered by the Purchaser pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations hereunder have been duly authorized by all requisite actions on its part.

(c) Valid Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(d) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the organizational documents of the Purchaser or 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 Purchaser is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of or creation of an encumbrance under, or create in any party the right to accelerate, terminate, modify, or cancel, any agreement, contract, lease, license, instrument, or other arrangement to which the Purchaser is a party or by which the Purchaser is bound or to which any of the Purchaser's assets are subject. There is no action, suit or proceeding, pending or threatened against the Purchaser that questions the validity of this Agreement or the right of the Purchaser to enter into this Agreement or to consummate the transactions contemplated hereby.

(e) Consents and Approvals. Neither the execution and delivery by the Purchaser of this Agreement, nor the consummation by the Purchaser of any of the transactions contemplated hereby, nor the performance by the Purchaser 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 Closing Date.

(f) Status and Investment Intent.

(i) Experience. The Purchaser has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchased Shares. .

(ii) Purchase Entirely for Own Account. The Purchaser is acquiring the Purchased Shares that it is purchasing pursuant to this Agreement for investment for its own account for investment purposes only and not with the view to, or with any intention of, resale, distribution or other disposition thereof. The Purchaser does not have any direct or indirect arrangement, or understanding with any other persons to distribute, or regarding the distribution of the Purchased Shares in violation of the Securities Act or any other applicable state securities law.

(iii) Solicitation. The Purchaser (x) was not identified or contacted through the marketing of the Offering and (y) did not contact the Company as a result of any general solicitation.

(iv) Restricted Securities. The Purchaser acknowledges that the Purchased Shares are "restricted securities" that have not been registered under the Securities Act or any applicable state securities law. The Purchaser further acknowledges that, absent an effective registration under the Securities Act, the Purchased Shares may only be offered, sold or otherwise transferred (x) to the Company, (y) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act or (z) pursuant to an exemption from registration under the Securities Act.

(v) Information. The Purchaser has been furnished access to relevant materials and information such Purchaser has requested relating to the Company in order to evaluate the transactions contemplated by this Agreement. The Purchaser has consulted to the extent deemed appropriate by such Purchaser with such Purchaser's own advisers as to the financial, tax, legal and related matters concerning an investment in the Purchased Shares and on that basis believes that an investment in the Purchased Shares is suitable and appropriate for such Purchaser.

(vi) Not U.S. Person. The Purchaser is not a "U.S. person" as defined in Rule 902 of Regulation S.

(vii) Offshore Transaction. The Purchaser has been advised and acknowledges that in issuing the Purchased Shares to the Purchaser pursuant hereto, the Company is relying upon the exemption from registration provided by Regulation S. The Purchaser is acquiring the Purchased Shares in an offshore transaction in reliance upon the exemption from registration provided by Regulation S.

(viii) FINRA. The Purchaser does not, directly or indirectly, own more than five percent of the outstanding common stock (or other voting securities) of any member of the Financial Industry Regulatory Authority, Inc. ("FINRA") or a holding company for a FINRA member, and is not otherwise a "restricted person" for the purposes of the Free-Riding and Withholding Interpretation of FINRA.

ARTICLE III

COVENANTS

Section 3.1 Lock-up. The Purchaser shall, concurrently with the execution of this Agreement, enter into a lock-up agreement (the "Lock-up Agreement") in the form and substance to the reasonable satisfaction of the Company and/or the underwriters in the Offering.

Section 3.2 Distribution Compliance Period. The Purchaser agrees not to resell, pledge or transfer any Purchased Shares within the United States or to any U.S. Person, as each of those terms is defined in Regulation S, during the 40 days following the Closing Date.

Section 3.3 Further Assurances. From the date of this Agreement until the Closing Date, the Parties shall use their reasonable best efforts to fulfill or obtain the fulfillment of the conditions precedent to the consummation of the transactions contemplated hereby; provided, however, that notwithstanding the foregoing, if the Company determines that it is not in the interest of the Company to complete the Offering (within any particular period of time or at all), the Parties' sole obligation under this Section 3.3 shall be to re-negotiate the terms of the Purchaser's proposed investment in the Company pursuant to Section 5.13 hereof.

ARTICLE IV

INDEMNIFICATION

Section 4.1 Indemnification. Each of the Company and the Purchaser (an "Indemnifying Party") shall indemnify and hold each other and their directors, officers and agents (collectively, the "Indemnified Party") harmless from and against any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever, including but not limited to any investigative, legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding, and any taxes or levies that may be payable by such person by reason of the indemnification of any indemnifiable loss hereunder (collectively, "Losses") resulting from or arising out of: (i) the breach of any representation or warranty of such Indemnifying Party contained in this Agreement or in any schedule or exhibit hereto; or (ii) the violation or nonperformance, partial or total, of any covenant or agreement of such Indemnifying Party contained in this Agreement for reasons other than gross negligence or willful misconduct of such Indemnified Party. In calculating the amount of any Losses of an Indemnified Party hereunder, there shall be subtracted the amount of any insurance proceeds and third-party payments received by the Indemnified Party with respect to such Losses, if any.

Section 4.2 Third Party Claims.

(a) If any third party shall notify any Indemnified Party in writing with respect to any matter involving a claim by such third party (a "Third Party Claim") which such Indemnified Party believes would give rise to a claim for indemnification against the Indemnifying Party under this Article IV, then the Indemnified Party shall promptly (i) notify the Indemnifying Party thereof in writing within thirty (30) days of receipt of notice of such claim and (ii) transmit to the Indemnifying Party a written notice ("Claim Notice") describing in reasonable detail the nature of the Third Party Claim, a copy of all papers served with respect to such claim (if any), and the basis of the Indemnified Party's request for indemnification under this Agreement.

(b) Upon receipt of a Claim Notice with respect to a Third Party Claim, the Indemnifying Party shall have the right to assume the defense of any Third Party Claim by, within (30) days of receipt of the Claim Notice, notifying the Indemnified Party in writing that the Indemnifying Party elects to assume the defense of such Third Party Claim, and upon delivery of such notice by the Indemnifying Party, the Indemnifying Party shall have the right to fully control and settle the proceeding, provided, that, any such settlement or compromise shall be permitted hereunder only with the written consent of the Indemnified Party.

(c) If requested by the Indemnifying Party, the Indemnified Party shall, at the sole cost and expense of the Indemnifying Party, cooperate with the Indemnifying Party and its counsel in contesting any Third Party Claim which the Indemnifying Party elects to contest, including the making of any related counterclaim against the person asserting the Third Party Claim or any cross

complaint against any person. The Indemnified Party shall have the right to receive copies of all pleadings, notices and communications with respect to any Third Party Claim, other than any privileged communications between the Indemnifying Party and its counsel, and shall be entitled, at its sole cost and expense, to retain separate co-counsel and participate in, but not control, any defense or settlement of any Third Party Claim assumed by the Indemnifying Party pursuant to Section 4.2(b).

(d) In the event of a Third Party Claim for which the Indemnifying Party elects not to assume the defense or fails to make such an election within the 30 days of the Claim Notice, the Indemnified Party may, at its option, defend, settle, compromise or pay such action or claim at the expense of the Indemnifying Party; provided, that, any such settlement or compromise shall be permitted hereunder only with the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

Section 4.3 Other Claims. In the event any Indemnified Party should have a claim against the Indemnifying Party hereunder which does not involve a Third Party Claim, the Indemnified Party shall promptly transmit to the Indemnifying Party a written notice (the "Indemnity Notice") describing in reasonable detail the nature of the claim, the Indemnified Party's best estimate of the amount of Losses attributable to such claim and the basis of the Indemnified Party's request for indemnification under this Agreement. If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days from its receipt of the Indemnity Notice that the Indemnifying Party disputes such claim, the Indemnifying Party shall be deemed to have accepted and agreed with such claim.

Section 4.4 Cap. Notwithstanding the foregoing, the Indemnifying Party shall have no liability (for indemnification or otherwise) with respect to any Losses in excess of the Purchase Price.

ARTICLE V

MISCELLANEOUS

Section 5.1 Survival of the Representations and Warranties. All representations and warranties made by any Party shall survive for two years and shall terminate and be without further force or effect on the second anniversary of the date hereof, except as to (i) any claims thereunder which have been asserted in writing pursuant to Section 4.1 against the Party making such representations and warranties on or prior to such second anniversary, and (ii) the Company's representations contained in Section 2.1(a), (b), (c), (d) and (e) hereof, each of which shall survive indefinitely.

Section 5.2 Governing Law; Arbitration. This Agreement shall be governed and interpreted in accordance with the internal laws of the State of New York. Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination ("Dispute") shall be referred to and finally resolved by arbitration at the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules then in force. There shall be three arbitrators. Each Party has the right to appoint one arbitrator and the third arbitrator shall be appointed by the Hong Kong International Arbitration Centre. The language to be used in the arbitration proceedings shall be English. Each of the Parties irrevocably waives any immunity to jurisdiction to which it may be entitled or become entitled (including without limitation sovereign immunity, immunity to pre-award attachment, post-award attachment or otherwise) in any arbitration proceedings and/or enforcement proceedings against it arising out of or based on this Agreement or the transactions contemplated hereby.

Section 5.3 Amendment. This Agreement shall not be amended, changed or modified, except by another agreement in writing executed by the Parties hereto.

Section 5.4 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, each of the Company and the Purchaser and their respective heirs, successors and permitted assigns and legal representatives.

Section 5.5 Assignment. Neither this Agreement nor any of the rights, duties or obligations hereunder may be assigned by the Company or the Purchaser without the express written consent of the other Party, except that the Purchaser may assign all or any part of its rights and obligations hereunder to any affiliate of Purchaser without the consent of the Company, provided that no such assignment shall relieve the Purchaser of its obligations hereunder if such assignee does not perform such obligations. Any purported assignment in violation of the foregoing sentence shall be null and void.

Section 5.6 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of actual delivery if delivered personally to the Party to whom notice is to be given, on the date sent if sent by telecopier, tested telex or prepaid telegram, on the next business day following delivery to Federal Express properly addressed or on the day of attempted delivery by the U.S. Postal Service if mailed by registered or certified mail, return receipt requested, postage paid, and properly addressed as follows:

If to the Purchaser, at:
YTL E-Solutions Berhad
11th Floor, Yeoh Tiong Lay Plaza
55 Jalan Bukit Bintang

55100 Kuala Lumpur
Malaysia
Attn: Tan Sri Dato' (Dr) Francis Yeoh Sock Ping

With copy to:
RIZUKO SOO & CO.
4/F., AIE Building
33 Connaught Road Central
Hong Kong
Attn: Ms Rizuko Soo

If to the Company, at:
Secoo Holding Limited
15/F, Building C, Galaxy SOHO
Chaonei Street, Dongcheng District
Beijing 100000
The People's Republic of China
Attn: Chief Financial Officer

With copy to:
Skadden, Arps, Slate, Meagher & Flom
42/F Edinburgh Tower
The Landmark
15 Queen's Road Central
Fax: +852-3910-4850
Attn: Z. Julie Gao, Esq.

Any Party may change its address for purposes of this Section 5.6 by giving the other Parties hereto written notice of the new address in the manner set forth above.

Section 5.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the matters covered hereby, and all prior agreements and understandings, oral or in writing, if any, between the Parties with respect to the matters covered hereby are merged and superseded by this Agreement.

Section 5.8 Severability. If any provisions of this Agreement shall be adjudicated to be illegal, invalid or unenforceable in any action or proceeding whether in its entirety or in any portion, then such provision shall be deemed amended, if possible, or deleted, as the case may be, from the Agreement in order to render the remainder of the Agreement and any provision thereof both valid and enforceable, and all other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

Section 5.9 Fees and Expenses. Except as otherwise provided in this Agreement, the Company and the Purchaser will bear their respective expenses

incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby, including fees and expenses of attorneys, accountants, consultants and financial advisors..

Section 5.10 Confidentiality. Each Party shall keep in confidence, and shall not use (except for the purposes of the transactions contemplated hereby) or disclose, any non-public information disclosed to it or its affiliates, representatives or agents in connection with this Agreement or the transactions contemplated hereby. Each Party shall ensure that its affiliates, representatives and agents keep in confidence, and do not use (except for the purposes of the transactions contemplated hereby) or disclose, any such non-public information.

Section 5.11 Specific Performance. The Parties agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

Section 5.12 Termination. In the event that the Closing shall not have occurred by the end [February], 2018, this Agreement shall be terminated unless the Parties mutually agree to renegotiate; except for the provisions of Sections 5.10 and 5.13 hereof, which shall survive any termination under this Section 5.12.

Section 5.13 Renegotiation. In the event that the Offering shall not have been successfully completed by the end of [May], 2018 and as a result the Closing shall not have occurred by that date, the Parties shall use their commercially reasonable efforts to renegotiate the purchase price per share for the Purchased Shares and other material terms of the Purchaser's proposed investment in the Company.

Section 5.14 Purchaser Description.

(a) The Company shall afford the Purchaser a reasonable opportunity in which to review and comment on any description of the Purchaser and/or the transactions contemplated by this Agreement that is to be included in the Registration Statement filed after the date hereof.

(b) The Purchaser hereby consents and undertakes to promptly provide a description of its organization and business activities to the Company (the "Purchaser Description"), and hereby represents that the Purchaser Description will be true and accurate in all material respects and will not be misleading in any material respect, as may be reasonably required by the Company for the purpose of satisfying the disclosure obligations in connection with the Registration Statement and the prospectus therein under applicable laws, regulations and listing rules. The Purchaser also consents to the inclusion of the Purchaser

Description, the Purchaser's name as well as the matters relating to the Purchaser's subscription of the Purchased Shares in the Registration Statement and the prospectus therein, and in press releases and other marketing materials for the Offering (subject to the Purchaser's reasonable opportunity to review and comment on such press release and marketing materials as applicable). Additionally, the Purchaser hereby consents to the filing of this Agreement as an exhibit to the Registration Statement.

(c) The Purchaser acknowledges that the Company will rely upon the truth and accuracy of the Purchaser Description, and it agrees to notify the Company promptly in writing if any of the content contained therein ceases to be accurate and complete or becomes misleading.

Section 5.15 Headings. The headings of the various articles and sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

Section 5.16 Execution in Counterparts. For the convenience of the Parties and to facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Schedule I

Capitalization of the Company

Name of Shareholder	Class of Shares	No. of Shares	Approximate Percentage (%)
Siku Holding Limited	Ordinary Shares	6,571,429	30.51%

Kuzhifu Holding Limited	Ordinary Shares	730,158	3.39%
ESOP	Ordinary Shares	1,307,672	6.07%
IDG Technology Venture Investment IV, L.P.	Ordinary Shares	99,206	0.46%
	Series A-1 Preferred Shares	1,250,000	5.80%
	Series A-2 Preferred Shares	758,929	3.52%
	Series B Preferred Shares	396,825	1.84%
	Series C Preferred Shares	220,315	1.02%
IDG-Accel China Growth Fund III L.P.	Ordinary Shares	92,639	0.43%
	Series A-2 Preferred Shares	625,313	2.90%
	Series B Preferred Shares	370,556	1.72%
	Series C Preferred Shares	205,729	0.95%
	Series D Preferred Shares	548,752	2.55%
	Series E Preferred Shares	248,362	1.16%
IDG-Accel China III Investors L.P.	Ordinary Shares	6,568	0.03%
	Series A-2 Preferred Shares	44,330	0.21%
	Series B Preferred Shares	26,270	0.12%
	Series C Preferred Shares	14,585	0.07%
	Series D Preferred Shares	38,903	0.18%
	Series E Preferred Shares	17,607	0.08%
Bertelsmann Asia Investments AG	Series B Preferred Shares	476,190	2.21%
Ventech China II SICAR	Series B Preferred Shares	873,016	4.05%
	Series C Preferred Shares	413,536	1.92%
	Series D Preferred Shares	172,555	0.80%
BLUE LOTUS INVESTMENT SA	Series B Preferred Shares	238,095	1.11%
	Series C Preferred Shares	28,581	0.13%
	Series D Preferred Shares	41,282	0.19%
Vangoo China Growth Fund II L.P.	Series C Preferred Shares	689,227	3.20%
	Series D Preferred Shares	106, 694	0.50%
	Series E Preferred Shares	159,581	0.74%
CMC GALAXY HOLDINGS LTD	Series D Preferred Shares	2,270,466	10.54%
	Series E Preferred Shares	106,388	0.49%
Pingan eCommerce Limited Partnership	Series E Preferred Shares	1,063,875	4.94%
Rhythm Way Limited	Series E Preferred Shares	797,907	3.70%
WJ Investment Group Limited	Series E Preferred Shares	531,938	2.47%
Total		21,543,479	100%

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

SECOO HOLDING LIMITED

By: /s/ Rixue Li
Name: Rixue Li

Title:

[Signature Page to Subscription Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

YTL E-SOLUTIONS BERHAD

By: /s/ Tan Sri Dato' (Dr) Francis Yeoh Sock Ping
Name: Tan Sri Dato' (Dr) Francis Yeoh Sock Ping
Title: DIRECTOR

[Signature Page to Subscription Agreement]

Exhibit 21.1

List of Principal Subsidiaries and Variable Interest Entities of Secoo Holding Limited

Subsidiaries	**Place of Incorporation**
Hong Kong Secoo Investment Group Limited	Hong Kong
Secoo Inc.	United States.
Secoo Italia SRL	Italy
Secoo Garden Tradings Sdn. Bhd.	Malaysia
Kutianxia (Beijing) Information Technology Limited	People's Republic of China
Beijing Zhiyi Heng Sheng Technology Service Co., Ltd.	People's Republic of China
Kuxin Tianxia (Tianjin) E-commerce Limited	People's Republic of China
Variable Interest Entities:	
Beijing Wo Mai Wo Pai Auction Co., Ltd.	People's Republic of China
Beijing Secoo Trading Limited	People's Republic of China
Shanghai Secoo E-commerce Limited	People's Republic of China

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Secoo Holding Limited:

We consent to the use of our report included herein and to the reference to our firm under the heading “Experts” in the prospectus.

/s/ KPMG Huazhen LLP

Beijing, China
August 25, 2017

Exhibit 23.4

Date: August 25, 2017

Secoo Holding Limited
Room 1503, Building C, Galaxy SOHO
Chaonei Street, Dongcheng District
Beijing 100000
The People's Republic of China

Re: Secoo Holding Limited

Ladies and Gentlemen,

We understand that Secoo Holding Limited (the "Company") plans to file a registration statement on Form F-1 (the "Registration Statement") with the United States Securities and Exchange Commission (the "SEC") in connection with its proposed initial public offering (the "Proposed IPO").

We hereby consent to the references to our name and the inclusion of information, data and statements from our research reports and amendments thereto (collectively, the "Reports"), and any subsequent amendments to the Reports, as well as the citation of our research reports and amendments thereto, in the Registration Statement and any amendments thereto, in any other future filings with the SEC by the Company, including but not limited to filings on Form 20-F or Form 6-K or other SEC filings (collectively, the "SEC Filings"), on the websites of the Company and its subsidiaries and affiliates, in institutional and retail road shows and other activities in connection with the Proposed IPO, and in other publicity materials in connection with the Proposed IPO.

We further hereby consent to the filing of this letter as an exhibit to the Registration Statement and any amendments thereto and as an exhibit to any other SEC Filings.

Yours faithfully,
For and on behalf of
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.

/s/ Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.
Name: Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.
Title:

Exhibit 99.1

SECOO HOLDING LIMITED

CODE OF BUSINESS CONDUCT AND ETHICS

I. PURPOSE

This Code of Business Conduct and Ethics (the "**Code**") contains general guidelines for conducting the business of Secoo Holding Limited, a Cayman Islands company, and its subsidiaries and affiliates (collectively, the "**Company**") consistent with the highest standards of business ethics, and is intended to qualify as a "code of ethics" within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder. To the extent this Code requires a higher standard than required by commercial practice or applicable laws, rules or regulations, we adhere to these higher standards.

This Code is designed to deter wrongdoing and to promote:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- full, fair, accurate, timely, and understandable disclosure in reports and documents that the Company files with, or submits to, the U.S. Securities and Exchange Commission (the "**SEC**") and in other public communications made by the Company;
- compliance with applicable laws, rules and regulations;
- prompt internal reporting of violations of the Code; and
- accountability for adherence to the Code.

II. APPLICABILITY

This Code applies to all directors, officers and employees of the Company, whether they work for the Company on a full-time, part-time, consultative or temporary basis (each, an "**employee**" and collectively, the "**employees**"). Certain provisions of the Code apply specifically to our chief executive officer, chief financial officer, senior finance officer, controller, senior vice presidents, vice presidents and any other persons who perform similar functions for the Company (each, a "**senior officer**," and collectively, the "**senior officers**").

The Board of Directors of the Company (the "**Board**") has appointed the Company's Chief Financial Officer, as the Compliance Officer for the Company (the "**Compliance Officer**"). If you have any questions regarding the Code or would like to report any violation of the Code, please email the [Compliance Officer] at [majingbo@secoo.com].

This Code has been adopted by the Board and shall become effective (the "**Effective Time**") upon the effectiveness of the Company's registration statement on Form F-1 filed by the Company with the SEC relating to the Company's initial public offering.

III. CONFLICTS OF INTEREST

Identifying Conflicts of Interest

A conflict of interest occurs when an employee's private interest interferes, or appears to interfere, in any way with the interests of the Company as a whole. An employee should actively avoid any private interest that may impact such employee's ability to act in the interests of the Company or that may make it difficult to perform the employee's work objectively and effectively. In general, the following should be considered conflicts of interest:

- Competing Business. No employee may be employed by a business that competes with the Company or deprives it of any business.
- Corporate Opportunity. No employee should use corporate property, information or his/her position with the Company to secure a business opportunity that would otherwise be available to the Company. If an employee discovers a business opportunity that is in the Company's line of business through the use of the Company's property, information or position, the employee must first present the business opportunity to the Company before pursuing the opportunity in his/her individual capacity.
- Financial Interests.

  (i) No employee may have any financial interest (ownership or otherwise), either directly or indirectly through a spouse or other family member, in any other business or entity if such interest adversely affects the employee's performance of duties or responsibilities to the Company, or requires the employee to devote time to it during such employee's working hours at the Company;

  (ii) No employee may hold any ownership interest in a privately held company that is in competition with the Company;

  (iii) An employee may hold up to 5% ownership interest in a publicly traded company that is in competition with the Company; provided that if the employee's ownership interest in such publicly traded company increases to more than 5%, the employee must immediately report such ownership to the Compliance Officer;

  (iv) No employee may hold any ownership interest in a company that has a business relationship with the Company if such employee's duties at the Company include managing or supervising the Company's business relations with that company; and

  (v) Notwithstanding the other provisions of this Code,

(a) a director or any family member of such director (collectively, "**Director Affiliates**") or a senior officer or any family member of such senior officer

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(collectively, "**Officer Affiliates**") may continue to hold his/her investment or other financial interest in a business or entity (an "**Interested Business**") that:

(1) was made or obtained either (x) before the Company invested in or otherwise became interested in such business or entity; or (y) before the director or senior officer joined the Company (for the avoidance of doubt, regardless of whether the Company had or had not already invested in or otherwise become interested in such business or entity at the time the director or senior officer joined the Company); or

(2) may in the future be made or obtained by the director or senior officer, provided that at the time such investment or other financial interest is made or obtained, the Company has not yet invested in or otherwise become interested in such business or entity;

provided that such director or senior officer shall disclose such investment or other financial interest to the Board;

(b) an interested director or senior officer shall refrain from participating in any discussion among senior officers of the Company relating to an Interested Business and shall not be involved in any proposed transaction between the Company and an Interested Business; and

(c) before any Director Affiliate or Officer Affiliate (i) invests, or otherwise acquires any equity or other financial interest, in a business or entity that is in competition with the Company; or (ii) enters into any transaction with the Company, the related director or senior officer shall obtain prior approval from the Audit Committee of the Board.

For purposes of this Code, a company or entity is deemed to be "in competition with the Company" if it competes with the Company's business of offering upscale products in China and globally and/or any other business in which the Company is engaged.

- Loans or Other Financial Transactions. No employee may obtain loans or guarantees of personal obligations from, or enter into any other personal financial transaction with, any company that is a material customer, supplier or competitor of the Company. This guideline does not prohibit arms-length transactions with recognized banks or other financial institutions.

- Service on Boards and Committees. No employee shall serve on a board of directors or trustees or on a committee of any entity (whether profit or not-for-profit) whose interests could reasonably be expected to conflict with those of the Company. Employees must obtain prior approval from the Board before accepting any such board or committee position. The Company may revisit its approval of any such position at any time to determine whether an employee's service in such position is still appropriate.

The above is in no way a complete list of situations where conflicts of interest may arise. The following questions might serve as a useful guide in assessing a potential conflict of interest situation not specifically addressed above:

- Is the action to be taken legal?
- Is it honest and fair?
- Is it in the best interests of the Company?

Disclosure of Conflicts of Interest

The Company requires that employees fully disclose any situations that could reasonably be expected to give rise to a conflict of interest. If an employee suspects that he/she has a conflict of interest, or a situation that others could reasonably perceive as a conflict of interest, the employee must report it immediately to the Compliance Officer. Conflicts of interest may only be waived by the Board, or the appropriate committee of the Board, and will be promptly disclosed to the public to the extent required by law and applicable rules of the New York Stock Exchange.

Family Members and Work

The actions of family members outside the workplace may also give rise to conflicts of interest because they may influence an employee's objectivity in making decisions on behalf of the Company. If a member of an employee's family is interested in doing business with the Company, the criteria as to whether to enter into or continue the business relationship and the terms and conditions of the relationship must be no less favorable to the Company compared with those that would apply to an unrelated party seeking to do business with the Company under similar circumstances.

Employees should report any situation involving family members that could reasonably be expected to give rise to a conflict of interest to their supervisor or the Compliance Officer. For purposes of this Code, "family members" or "members of employee's family" include an employee's spouse, parents, children and siblings, whether by blood, marriage or adoption or anyone residing in such employee's home.

IV. GIFTS AND ENTERTAINMENT

The giving and receiving of appropriate gifts may be considered common business practice. Appropriate business gifts and entertainment are welcome courtesies designed to build relationships and understanding among business partners. However, gifts and entertainment should never compromise, or appear to compromise, an employee's ability to make objective and fair business decisions.

It is the responsibility of employees to use good judgment in this area. As a general rule, employees may give or receive gifts or entertainment to or from customers or suppliers only if the gift or entertainment is in compliance with applicable law, insignificant in amount and not

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given in consideration or expectation of any action by the recipient. All gifts and entertainment expenses made on behalf of the Company must be properly accounted for on expense reports.

We encourage employees to submit gifts received to the Company. While it is not mandatory to submit small gifts, [gifts of over RMB200] must be submitted immediately to the human resources department of the Company.

Bribes and kickbacks are criminal acts, strictly prohibited by law. An employee must not offer, give, solicit or receive any form of bribe or kickback anywhere in the world.

V. FCPA COMPLIANCE

The U.S. Foreign Corrupt Practices Act ("**FCPA**") prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. A violation of FCPA does not only violate the Company's policy but also constitute a civil or criminal offense under FCPA which the Company is subject to after the Effective Time. No employee shall give or authorize directly or indirectly any illegal payments to government officials of any country. While the FCPA does, in certain limited circumstances, allow nominal "facilitating payments" to be made, any such payment must be discussed with and approved by an employee's supervisor in advance before it can be made.

VI. PROTECTION AND USE OF COMPANY ASSETS

Employees should protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. Any use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.

To ensure the protection and proper use of the Company's assets, each employee should:

- Exercise reasonable care to prevent theft, damage or misuse of Company property;
- Promptly report any actual or suspected theft, damage or misuse of Company property;
- Safeguard all electronic programs, data, communications and written materials from unauthorized access; and
- Use Company property only for legitimate business purposes.

Except as approved in advance by the Chief Executive Officer of the Company, the Company prohibits political contributions (directly or through trade associations) by any employee on behalf of the Company. Prohibited political contributions include:

- any contributions of the Company's funds or other assets for political purposes;
- encouraging individual employees to make any such contribution; and

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- reimbursing an employee for any political contribution.

VII. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Employees should abide by the Company's rules and policies in protecting the intellectual property and confidential information, including the following:

- All inventions, creative works, computer software, and technical or trade secrets developed by an employee in the course of performing the employee's duties or primarily through the use of the Company's assets or resources while working at the Company shall be the property of the Company.
- Employees should maintain the confidentiality of information entrusted to them by the Company or entities with which the Company has business relations, except when disclosure is authorized or legally mandated. Confidential information includes all non-public information that might be of use to competitors, or harmful to the company or its business associates, if disclosed.
- The Company maintains a strict confidentiality policy. During an employee's term of employment with the Company, the employee shall comply with any and all written or unwritten rules and policies concerning confidentiality and shall fulfill the duties and responsibilities concerning confidentiality applicable to the employee.
- In addition to fulfilling the responsibilities associated with his/her position in the Company, an employee shall not, without obtaining prior approval from the Company, disclose, announce or publish trade secrets or other confidential business information of the Company, nor shall an employee use such confidential information outside the course of his/her duties to the Company.
- Even outside the work environment, an employee must maintain vigilance and refrain from disclosing important information regarding the Company or its business, business associates or employees.

- An employee's duty of confidentiality with respect to the confidential information of the Company survives the termination of such employee's employment with the Company for any reason until such time as the Company discloses such information publicly or the information otherwise becomes available in the public sphere through no fault of the employee.

- Upon termination of employment, or at such time as the Company requests, an employee must return to the Company all of its property without exception, including all forms of medium containing confidential information, and may not retain duplicate materials.

VIII. ACCURACY OF FINANCIAL REPORTS AND OTHER PUBLIC COMMUNICATIONS

Upon the Effective Time, the Company will be required to report its financial results and other material information about its business to the public and the SEC. It is the Company's policy to promptly disclose accurate and complete information regarding its business, financial condition and results of operations. Employees must strictly comply with all applicable standards, laws, regulations and policies for accounting and financial reporting of transactions, estimates and forecasts. Inaccurate, incomplete or untimely reporting will not be tolerated and can severely damage the Company and result in legal liability.

Employees should be on guard for, and promptly report, any possibility of inaccurate or incomplete financial reporting. Particular attention should be paid to:

- Financial results that seem inconsistent with the performance of the underlying business;

- Transactions that do not seem to have an obvious business purpose; and

- Requests to circumvent ordinary review and approval procedures.

The Company's senior financial officers and other employees working in the finance department have a special responsibility to ensure that all of the Company's financial disclosures are full, fair, accurate, timely and understandable. Any practice or situation that might undermine this objective should be reported to the Compliance Officer.

Employees are prohibited from directly or indirectly taking any action to coerce, manipulate, mislead or fraudulently influence the Company's independent auditors for the purpose of rendering the financial statements of the Company materially misleading. Prohibited actions include but are not limited to:

- issuing or reissuing a report on the Company's financial statements that is not warranted in the circumstances (due to material violations of U.S. GAAP, generally accepted auditing standards or other professional or regulatory standards);

- not performing audit, review or other procedures required by generally accepted auditing standards or other professional standards;

- not withdrawing an issued report when withdrawal is warranted under the circumstances; or

- not communicating matters required to be communicated to the Company's Audit Committee.

IX. COMPANY RECORDS

Accurate and reliable records are crucial to the Company's business and form the basis of its earnings statements, financial reports and other disclosures to the public. The Company's records are a source of essential data that guides business decision-making and strategic planning. Company records include, but are not limited to, booking information, payroll, timecards, travel

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and expense reports, e-mails, accounting and financial data, measurement and performance records, electronic data files and all other records maintained in the ordinary course of business.

All Company records must be complete, accurate and reliable in all material respects. There is never an acceptable reason to make false or misleading entries. Undisclosed or unrecorded funds, payments or receipts are strictly prohibited. An employee is responsible for understanding and complying with the Company's recordkeeping policy. An employee should contact the Compliance Officer if he/she has any questions regarding the recordkeeping policy.

X. COMPLIANCE WITH LAWS AND REGULATIONS

Each employee has an obligation to comply with the laws of the cities, provinces, regions and countries in which the Company operates. This includes, without limitation, laws covering commercial bribery and kickbacks, patent, copyrights, trademarks and trade secrets, information privacy, insider trading, offering or receiving gratuities, employment harassment, environmental protection, occupational health and safety, false or misleading financial information, misuse of corporate assets and foreign currency exchange activities. Employees are expected to understand and comply with all laws, rules and regulations that apply to their positions at the Company. If any doubt exists about whether a course of action is lawful, the employee should seek advice immediately from the Compliance Officer.

XI. DISCRIMINATION AND HARASSMENT

The Company is firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment based on race, ethnicity, religion, gender, age, national origin or any other protected class. For further information, employees should consult the Compliance Officer.

XII. FAIR DEALING

Each employee should endeavor to deal fairly with the Company's customers, suppliers, competitors and employees. None should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice.

XIII. HEALTH AND SAFETY

The Company strives to provide employees with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for other employees by following environmental, safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions. Violence or threats of violence are not permitted.

Each employee is expected to perform his/her duty to the Company in a safe manner, not under the influence of alcohol, illegal drugs or other controlled substances. The use of illegal drugs or other controlled substances in the workplace is prohibited.

XIV. VIOLATIONS OF THE CODE

All employees have a duty to report any known or suspected violation of this Code, including any violation of laws, rules, regulations or policies that apply to the Company. Reporting a known or suspected violation of this Code by others will not be considered an act of disloyalty, but an action to safeguard the reputation and integrity of the Company and its employees.

If an employee knows of or suspects a violation of this Code, it is such employee's responsibility to immediately report the violation to the Compliance Officer, who will work with the employee to investigate his/her concern. All questions and reports of known or suspected violations of this Code will be treated with sensitivity and discretion. The Compliance Officer and the Company will protect the employee's confidentiality to the extent possible, consistent with the law and the Company's need to investigate the employee's concern.

It is the Company's policy that any employee who violates this Code will be subject to appropriate discipline, including termination of employment, based upon the facts and circumstances of each particular situation. An employee's conduct, if it does not comply with the law or with this Code, can result in serious consequences for both the employee and the Company.

The Company strictly prohibits retaliation against an employee who, in good faith, seeks help or reports known or suspected violations. An employee inflicting reprisal or retaliation against another employee for reporting a known or suspected violation will be subject to disciplinary action, including termination of employment.

XV. WAIVERS OF THE CODE

Waivers of this Code will be granted on a case-by-case basis and only in extraordinary circumstances. Waivers of this Code may be made only by the Board, or the appropriate committee of the Board, and may be promptly disclosed to the public if so required by applicable laws and regulations and rules of the [NASDAQ Global Market].

XVI. CONCLUSION

This Code contains general guidelines for conducting the business of the Company consistent with the highest standards of business ethics. If employees have any questions about these guidelines, they should contact the Compliance Officer. We expect all employees to adhere to these standards. Each employee is separately responsible for his/her actions. Conduct that violates the law or this Code cannot be justified by claiming that it was ordered by a supervisor or someone in higher management positions. If an employee engages in conduct prohibited by the law or this Code, such employee will be deemed to have acted outside the scope of his/her employment. Such conduct will subject the employee to disciplinary action, including termination of employment.

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HAN KUN LAW OFFICES

Suite 906, Office Tower C1, Oriental Plaza, 1 East Chang An Avenue, Beijing 100738, P. R. China
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□□Beijing · □□ Shanghai · □□ Shenzhen · □□ Hong Kong
www.hankunlaw.com

August 25, 2017

To: **Secoo Holding Limited**
15/F, Bld. C, Galaxy SOHO,
Chaonei Street, Doncheng District,
Beijing 100010, PRC

Re: Legal Opinion on Certain PRC Legal Matters

Dear Sirs or Madams:

We are qualified lawyers of the People's Republic of China (the "**PRC**" or "**China**"; for the purpose of this opinion only, the PRC shall not include the Hong Kong Special Administrative Region ("**Hong Kong**"), the Macau Special Administrative Region or Taiwan) and as such are qualified to issue this opinion on the laws and regulations of the PRC effective as of the date hereof.

We act as the PRC counsel to Secoo Holding Limited (the "**Company**"), a company incorporated under the laws of the Cayman Islands, in connection with (i) the Company's Registration Statement on Form F-1, including all amendments and supplements thereto (the "**Registration Statement**"), filed by the Company with the Securities and Exchange Commission under the U.S. Securities Act of 1933 (as amended) in relation to the initial public offering (the "**Offering**") by the Company of American depositary shares (the "**ADSs**"), each ADS representing certain number of ordinary shares of the Company and (ii) the Company's proposed listing of its ADSs on the [New York Stock Exchange or the NASDAQ Global Market].

As used herein, (A) "PRC Laws" means all applicable laws, regulations, statutes, rules, decrees, notices, and supreme court's judicial interpretations currently in force and publicly available as of the date of this opinion in the PRC; (B) "Governmental Agencies" means any competent government authorities, courts or regulatory bodies of the PRC; (C) "Governmental Authorizations" means all approvals, consents, permits, authorizations, filings, registrations, exemptions, endorsements, annual inspections, qualifications and licenses required by the applicable PRC Laws to be obtained from the competent Governmental Agencies.

In so acting, we have examined the originals or copies, certified or otherwise identified to our satisfaction, provided to us by the Company and such other documents, corporate records, certificates, Governmental Authorizations and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion, including, without limitation, originals or copies of the certificates issued by the Governmental Agencies and officers of the Company.

Based on the foregoing and subject to the qualifications set out below, we are of the opinion that, as of the date of this opinion, so far as PRC Laws are concerned:

1. Based on our understanding of the current PRC Laws, (i) the ownership structure of Ku Tian Xia (Beijing) Information Technology Co., Ltd. (□□□(□□)□□□□□□) and Beijing Secoo Trading Co., Ltd. (□□□□□□□□□□), and the ownership structure of Ku Tian Xia (Beijing) Information Technology Co., Ltd. (□□□(□□)□□□□□□□□) and Beijing Wo Mai Wo Pai Auction Co., Ltd.(□□□□□□□□□□□□), both currently and immediately after giving effect to this Offering, does not result in any violation of PRC Laws and (ii) the contractual arrangements among Ku Tian Xia (Beijing) Information Technology Co., Ltd. (□□□(□□)□□□□□□□), Beijing Secoo Trading Co., Ltd. (□□□□□□□□□□) and its shareholders, and the contractual arrangements among Ku Tian Xia (Beijing) Information Technology Co., Ltd. (□□□(□□)□□□□□□□), Beijing Wo Mai Wo Pai Auction Co., Ltd.(□□□□□□□□□□□□) and its shareholders governed by PRC Laws, both currently and immediately after giving effect to this Offering, are valid, binding and enforceable and will not result in any violation of PRC Laws. However, there are substantial uncertainties regarding the interpretation and application of PRC Laws and future PRC laws and regulations, and there can be no assurance that the PRC Authorities will take a view that is not contrary to or otherwise different from our opinion stated above.

2. According to the Provisions Regarding Mergers and Acquisitions of Domestic Enterprises by Foreign Investors (the "**M&A Rules**"), issued by China Securities Regulatory Commission (the "**CSRC**") and five other PRC regulatory agencies on August 8, 2006 (as amended subsequently), offshore special purpose vehicles, or special purpose vehicles, formed for overseas listing purposes through acquisitions of PRC domestic companies and controlled by PRC individuals are required to obtain the approval of the CSRC prior to publicly listing their securities on an overseas stock exchange. On September 21, 2006, pursuant to the M&A Rules and other PRC Laws and regulations, the CSRC, in its official website, promulgated relevant guidance with respect to the issues of listing and trading of domestic enterprises securities on overseas stock exchanges, including a list of application materials with respect to the listing on overseas stock exchanges by special purpose vehicles.

Based on our understanding of the explicit provisions under the PRC Laws as of the date hereof, given that the CSRC currently has not issued any definitive rule or interpretation concerning whether the Offering is subject to the M&A Rules, we are of the opinion that since Ku Tian Xia (Beijing) Information Technology Co., Ltd. (□□□(□□)□□□□□□□□) ("**PRC Subsidiary**") was established in May 2011 by means of direct investment rather than by merger or acquisition by the Company of the equity interest or assets of any domestic company as defined under the M&A Rules, and no provision in the M&A Rules classifies the contractual arrangements among the PRC Subsidiary, Beijing Secoo Trading Co., Ltd. (□□□□□□□□□□) and its shareholders and the contractual arrangements among the PRC Subsidiary, Beijing Wo Mai Wo Pai Auction Co., Ltd.(□□□□□□□□□□□□) and its shareholders as a type of acquisition transaction falling under the M&A Rules, the Company is not required to obtain the approval from CSRC under the M&A Rules for the Offering and the listing and trading of the ADSs on the [New York Stock Exchange or NASDAQ Global Market]. However, substantial uncertainties still exist as to

how the M&A Rules will be interpreted and implemented and this Opinion summarized above are subject to any new laws, rules and regulations or detailed implementations and interpretations in any form relating to the M&A Rules. Furthermore, there can be no assurance that the Governmental Agencies will ultimately take a view that is consistent with our opinion stated above. If it is determined that the CSRC approval is required for the Offering, the Group Companies may face sanctions by the CSRC or other Governmental Agencies for failure to seek the CSRC approval for the Offering.

3. Enforceability of Civil Procedures. We have advised the Company that there is uncertainty as to whether the courts of the PRC would: (i) recognize or enforce judgments of United States courts obtained against the Company or directors or officers of the Company predicated upon the civil liability provisions of the securities laws of the United States, any state in the United States or the Cayman Islands; or (ii) entertain original actions brought in each respective jurisdiction against the Company or directors or officers of the Company predicated upon the securities laws of the United States, any state in the United States or the Cayman Islands.

We have further advised the Company that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between the PRC and the country where the judgment is made or on principles of reciprocity between jurisdictions. The PRC does not have any treaties or other form of reciprocity with the United States or the Cayman Islands that provide for the reciprocal recognition and enforcement of foreign judgments. In addition, according to the PRC Civil Procedures Law, courts in the PRC will not enforce a foreign judgment against the Company or the Company's directors and officers if they decide that the judgment violates the basic principles of PRC law or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the United States or in the Cayman Islands. Under the PRC Civil Procedures Law, foreign shareholders may originate actions based on PRC law against the Company in the PRC, if they can establish sufficient nexus to the PRC for a PRC court to have jurisdiction, and meet other procedural requirements, including, among others, the plaintiff must have a direct interest in the case, and there must be a concrete claim, a factual basis and a cause for the suit.

4. All statements set forth in the Prospectus under the captions "Prospectus Summary", "Risk Factors", "Use of Proceeds", "Corporate History and Structure", "Dividend Policy", "Management's Discussion and Analysis of Financial Condition and Results of Operations", "Industry Overview", "Business", "Regulation", "Management", "Related Party Transactions", "Description of Share Capital", "Enforceability of Civil Liabilities" and "Taxation — People's Republic of China Taxation", in each case insofar as such statements describe or summarize PRC legal or regulatory matters, are true and accurate in all material aspects, and are fairly disclosed and correctly set forth therein, and nothing has been omitted from such statements which would make the same misleading in all material aspects.

5. All disclosures containing our opinions set forth in the Prospectus under the captions "Risk Factors", "Corporate History and Structure", "Regulation", "Management's Discussion and Analysis of Financial Condition and Results of Operations", "Enforceability of Civil Liabilities" and "Taxation — People's Republic of China Taxation" constitute our opinions.

This opinion relates only to the PRC Laws and we express no opinion as to any laws other than the PRC Laws.

PRC Laws as used in this opinion refers to PRC Laws currently in force as of the date of this opinion and there is no guarantee that any of such PRC Laws will not be changed, amended or revoked in the immediate future or in the longer term with or without retroactive effect.

Our opinion is subject to the effects of (i) certain legal or statutory principles affecting the enforceability of contractual rights generally under the concepts of public interest, social ethics, national security, good faith, fair dealing, and applicable statutes of limitation; (ii) any circumstance in connection with formulation, execution or performance of any legal documents that would be deemed materially mistaken, clearly unconscionable, fraudulent, coercionary or concealing illegal intentions with a lawful form; (iii) judicial discretion with respect to the availability of specific performance, injunctive relief, remedies or defenses, or calculation of damages; and (iv) the discretion of any competent PRC legislative, administrative or judicial bodies in exercising their authority in the PRC.

This opinion is issued based on our understanding of the current PRC Laws. For matters not explicitly provided under the current PRC Laws, the interpretation, implementation and application of the specific requirements under the PRC Laws are subject to the final discretion of competent PRC legislative, administrative and judicial authorities, and there can be no assurance that the Governmental Agencies will ultimately take a view that is not contrary to our opinion stated above.

This opinion is intended to be used in the context which is specifically referred to herein and each paragraph should be looked at as a whole and no part should be extracted and referred to independently.

We hereby consent to the use of this opinion in, and the filing hereof as an exhibit to the Registration Statement, and to the reference to our name in such Registration Statement.

Yours faithfully,

/s/ Han Kun Law Offices

HAN KUN LAW OFFICES