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As confidentially submitted to the Securities and Exchange Commission on July 13, 2017.

Registration Statement No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C.20549

FORM F-1
REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

iClick Interactive Asia Group Limited

(Exact Name of Registrant as Specified in its Charter)

Cayman Islands	7372	Not Applicable
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

15/F
Prosperity Millennia Plaza
663 King's Road, Quarry Bay
Hong Kong S.A.R., People's Republic of China
Tel: +852 3700 9000
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

[Law Debenture Corporate Services, Inc.
4th Floor, 400 Madison Avenue
New York, New York 10017
(212) 750-6474]
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933. Emerging growth company ☒

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to Be Registered	Proposed Maximum Aggregate Offering Price(2)(3)	Amount of Registration Fee
Ordinary shares, par value US$0.001 per share(1)	US$	US$

(1) American depositary shares issuable upon deposit of the ordinary shares registered hereby have been registered under a separate registration statement on Form F-6 (Registration No.333-). Each American depositary share represents ordinary shares.

(2) Includes (i) ordinary shares that may be purchased by the underwriters pursuant to an over-allotment option and (ii) 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 ordinary shares are not being registered for the purposes of sales outside of 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, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to such Section 8(a), may determine.

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

SUBJECT TO COMPLETION, DATED , 2017
PRELIMINARY PROSPECTUS

American Depositary Shares

iClick Interactive Asia Group Limited

Representing Ordinary Shares

This is the initial public offering of our American Depositary Shares, or ADSs. We are selling ADSs. Each ADS represents of our ordinary shares, par value US$0.001 per share. We currently expect the initial public offering price to be between US$ and US$ per ADS.

We have granted the underwriters an option to purchase up to additional ADSs to cover over-allotments.

Prior to this offering, there has been no public market for our ADSs or our ordinary shares. We will apply to have the ADSs listed on the [NASDAQ Global Market/New York Stock Exchange] under the symbol "ICLK"

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

Investing in the ADSs involves risks. See "Risk Factors" beginning on page 16.

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.

	Public Offering Price	Underwriting Discounts and Commissions	Proceeds before expenses
Per ADS	US$	US$	US$
Total	US$	US$	US$

The underwriters expect to deliver the ADSs to purchasers on or about , 2017.

Credit Suisse **Jefferies**

, 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 dated June, 2017 entitled "China Online Marketing Market Independent Market Research" commissioned by us and prepared by Frost & Sullivan, an independent market research firm, to provide information on the online marketing market in China.

The Company

Our Business

We were the largest independent online marketing technology platform in China in terms of gross billing in 2016 according to Frost & Sullivan. We had the largest Chinese consumer data set in terms of number of active profiled users in 2016 among independent online marketing technology companies in China; during 2016, we bridged the largest number of multinational companies to the China market among all independent online marketing technology platforms in China according to Frost & Sullivan.

We serve as an integrated cross-channel gateway that provides marketers with innovative and cost-effective ways to optimize their online marketing efforts throughout their marketing cycle and achieve their branding and performance-based marketing goals. Our integrated data-driven solutions help marketers identify, engage and activate potential customers, monitor and measure the results of marketing campaigns, and create content catering to potential customers across different content distribution channels through both PC and mobile devices.

Our solutions are enabled and supported by our extensive data set, sophisticated data analytics capabilities and cutting-edge technologies. We collect data from a wide variety of channels, including through our proprietary tracking tools, from our marketers, publishers and ad exchanges when managing marketing campaigns, and to a lesser extent, from third-party strategic partners. From our large volume of unstructured data, we construct context-rich user profiles, utilizing our proprietary audience profiling and segmentation technologies. These user profiles, which are updated and refined on a continous basis, typically include information on a user's attributes, such as his or her demographics, geographic location, device preference, spending history, personal interest and other online or offline behavioral pattern. In the 30 days leading up to April 15, 2017, we analyzed approximately 651.6 million active profiled users with 23 attributes on average for each such profile. Leveraging our sophisticated automation and deep learning technologies, we continually refine our big data analytics and update our user profiles to address the evolving needs of our customers, optimize the effectiveness of our solutions, and increase our operational efficiency while ensuring the stability of our data and platform as we scale up operations.

Our platform appeals to marketers by offering omni-channel reach to the Chinese audience. We provide our customers one-stop access to a wide variety of cross-channel content distribution opportunities, including those from leading online publishers in China. We offer both mobile audience solutions and other solutions based on channels desired by our customers. Our mobile audience solutions are non-search engine marketing solutions designed to identify, engage and activate audience exclusively on mobile apps, and monitor and measure the results of online marketing activities on such channels. Our other solutions are primarily focused on identifying, engaging and activating audience on non-mobile app content distribution channels, such as PC banner displays, PC video advertisements and search engine marketing. In the 30 days leading up to April 15, 2017, we covered approximately 72,000 mobile apps and 2.3 million websites. We work closely with our content distribution partners to facilitate innovative and effective audience engagement. In 2016, our gross billing from mobile audience solutions and other solutions amounted to US$112.4 million and US$123.8 million, respectively.

We take a flexible approach to the delivery model of our solutions in order to cater to the preferences, levels of internal resources and sophistication of customers. Customers may choose to access our solutions through (i) a self-service model, under which they have the flexibility to utilize our solutions "a la carte" to complement their existing marketing resources, and (ii) a managed service model, where our account management team provides in-depth services that suit customers' specified marketing objectives and budgets utilizing our solutions.

The success of our solutions is evidenced by our strong, diverse and loyal customer base from a broad range of industry verticals, including banking and finance, entertainment and media, and E-commerce. Our customers include direct marketer customers and marketing agencies, and feature companies of different sizes, including more than 150 multinationals companies in 2016, as well as small and medium-sized enterprises, and from different geographic regions in and outside China. We derived over 70% of our gross billing from direct marketer customers in 2015 and 2016.

We generate revenues primarily from customers' marketing spend through our platform as they utilize our solutions, and to a lesser extent from rebates from certain publishers. We have achieved rapid growth in recent years. Our gross billing grew by 32.5% from US$178.2 million in 2015 to US$236.3 million in 2016 and our net revenues grew by 46.2% from US$65.2 million in 2015 to US$95.4 million in 2016. Our net loss was US$39.7 million and US$27.3 million in 2015 and 2016, respectively.

Our Industry

With an estimated growth of per capita disposable income of urban households at a compound annual growth rate, or CAGR, of 7.6% between 2016 and 2021, China represents one of the most important geographies for many marketers, and online marketing has become one of the most attractive options to those marketers in light of the increasing mobile and internet penetration in China, according to Frost & Sullivan. Total online marketing spend in China grew from RMB152.6 billion in 2012 to RMB343.4 billion in 2016, representing a CAGR, of 22.5%, and is expected to reach RMB767.1 billion in 2021, representing a CAGR of 17.4% from 2016 to 2021. In 2016, online marketing spend accounted for approximately 37.2% of total marketing spend in China, surging from 21.9% in 2012. This percentage is expected to continue to increase in the coming years, reaching approximately 52.3% in 2020, when online marketing surpasses offline marketing as the primary segment in China's marketing industry.

Technologies enable marketers to optimize marketing resources and to create and deliver tailored marketing content to a wide range of audience effectively and efficiently, and provide instrumental data insights and feedbacks on audience engagement. The total size of China's online marketing technology market, as measured by gross billing, was RMB129.1 billion in 2016, growing from RMB53.7 billion 2012, representing a CAGR of 24.5%, and is expected to further increase to RMB302.3 billion in 2021, representing a CAGR of 18.5% from 2016 to 2021. China's online marketing technology market is expected to grow faster than the market in the United States. Compared to more mature online marketing technology markets, marketers in China typically have smaller marketing departments, thereby creating opportunities for independent online marketing technology companies like us to provide value added service.

Independent online marketing technology companies, which are online marketing technology companies that do not own, or are not part of any group which owns, any online publishing resources, generally have access to more diverse sources of data and wider range of content distribution opportunities and are perceived to have the ability to provide more neutral and unbiased value proposition to marketers. The total size of China's independent online marketing technology market, as measured by gross billing, was RMB29.6 billion in 2016, growing from RMB8.4 billion in 2012, representing a CAGR of 37.2%, and is expected to reach RMB114.6 billion in 2021, representing a CAGR of 31.1% from 2016 to 2021.

Our Competitive Strengths

We believe that the following competitive strengths have contributed to our success, differentiated us from our competitors and will continue to support our growth:

- ***Leading independent online marketing technology platform in China with a highly scalable and flexible business model.*** We were the largest independent online marketing technology platform in China in terms of gross billing in 2016, according to Frost & Sullivan. As one of the first independent online marketing technology platforms in China to apply a data-driven approach to address marketers' needs, our business has grown rapidly. In 2016, our gross billing reached US$236.3 million, up by 32.5% from 2015, leading to net revenue of US$95.4 million, up by 46.2% from 2015.
- ***Largest independent Chinese consumer data set with omni-channel, targeted audience reach.*** We had the largest Chinese consumer data set in terms of number of active profiled users in 2016 among independent online marketing technology companies in China, according to Frost & Sullivan. In the 30 days leading up to April 15, 2017, we analyzed data of approximately 651.6 million active profiled users. The average daily volume of the data we collected reached 1.2 terabytes in the 30 days leading up to April 15, 2017.
- ***Highly sophisticated and automated platform powered by proprietary, cutting-edge technologies.*** Our automated online marketing platform is powered by cutting-edge and proprietary technologies. Our refined big data analytics enable us to offer more effective marketing solutions, and increase our operational efficiency while ensuring the stability of our data and platform. Our marketing platform is built on highly scalable and reliable cloud-based infrastructure. This allows us to harness large quantities of real-time data and ensures high speed performance at a larger scale to accommodate more customers and increased complexity of their online marketing campaigns.
- ***Strong, diverse and loyal customer base.*** We have a strong and diverse customer base from a broad range of industry verticals, including banking and finance, entertainment and media, and E-commerce. Our customers include over 150 multinational companies in 2016, making us the No.1 independent online marketing technology platform bridging the largest number of multinational companies to the Chinese market, according to Frost & Sullivan. Our diverse customer base also includes small and medium-sized enterprises. We provide tailored and user-friendly solutions to cater to customers and marketers of different levels of sophistication and from different industry verticals.
- ***Deep knowledge and familiarity with China's online marketing industry.*** We provide marketers with one-stop access to a wide variety of cross-channel audience engagement opportunities in China. We are one of the first independent online marketing technology platforms in China to apply a data-driven approach to address marketers' needs in China, and we have fostered in-depth knowledge of, and cooperation with leading online channels covering approximately 72,000 mobile apps and 2.3 million websites in the 30 days leading up to April 15, 2017, to help marketers, especially multinational marketers, navigate through the fragmented landscapes to identify and reach their potential customers.
- ***Visionary leadership with proven track record of organic growth and acquisition execution.*** Our success is attributable to the deep industry experience and proven execution track record of our senior management team, with global perspectives and insightful knowledge in both technology and the online marketing industry. Our management team's experience in multinational companies and roots in China enables us to expand our network and reach in the fragmented and complex Chinese online marketing market as well as develop in-depth understanding of the needs of multinational companies.

Our Strategies

We intend to enhance our competitive strengths and pursue the following strategies to expand our business:

- ***Optimize and diversify our customer base.*** We plan to continue to optimize and diversify our customer base, including attracting customers to our self-service model, and customers from additional industry verticals and geographic markets, through developing and offering more tailored and user-friendly solutions and services, and enhancing our sales and marketing efforts.
- ***Increase customer marketing spend on our platform.*** We intend to offer new features and enhanced functionalities on our platform to provide more effective and comprehensive solutions, especially mobile audience solutions. In addition, we are working on new partnership initiatives, which would make third-party applications available to our customers through our platform directly, further enhancing customer experience and hence increasing the stickiness of our platform. We also intend to explore innovative audience engagement formats across multiple channels, in particular on mobile apps.
- ***Continue to enlarge audience data set, strengthen data analytics capabilities and innovate technologies.*** We will continue to collaborate with our customers, publishers and other third-party partners to increase the dimensions and varieties of our data assets. We also plan to continue investing in data science technologies, including refreshing and upgrading data modeling and segmentation technologies to meet customer demands in different market segments and industry verticals. In addition, we plan to upgrade our technical infrastructure to support our growing data set and data analytics capabilities as we continue to expand.
- ***Extend data application across more aspects in online marketing and beyond.*** We intend to broaden our solution offerings across more aspects in online marketing, including content creation and customer relationship management. We also plan to explore the application of our data in areas beyond online marketing. For example, we are in preliminary discussions with insurance companies to collaborate on the development of data models to be used in credit scoring algorithms and risk pricing rules.
- ***Explore strategic alliance and acquisition opportunities.*** We plan to continue to explore investment, acquisition and business collaboration opportunities and will consider opportunities that complement or enhance our existing operations and are strategically beneficial to our long-term goals.

Our Challenges

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

- retain existing customers;
- attract new customers and further diversify our customer base, including more customers to use our solutions on a self-serve basis and marketers from new industries and geographic regions;
- maintain the breadth and depth of our cooperation with content distribution channels, including publishers, ad exchanges, and ad networks, and attract new ones in order to increase the volume and breadth of content distribution opportunities available to us;
- adapt our solutions and service offerings to meet evolving business needs, including to address market trends such as the migration of consumers from PCs to mobile devices;
- maintain the proper functioning of our technology architecture as we scale up;
- maintain and grow our data assets in order to help marketers identify, engage and convert their audience;

- maintain a high level of customer satisfaction;
- adapt to a changing regulatory landscape governing privacy matters;
- acquire businesses, products and technologies and to integrate these acquisitions;
- increase awareness of our brand among marketers on a global basis in a cost-effective manner; and
- attract and retain employees.

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

- We will continue to rely on the contractual arrangements that establish the structure for certain of our operations in China;
- We rely on contractual arrangements with our variable interest entity and its shareholders for certain of our business operations, which may not be as effective as direct ownership in providing operational control;
- Any failure by our variable interest entity or its shareholders to perform their obligations under our contractual arrangements with them would have a material adverse effect on our business;
- Uncertainties in the interpretation and enforcement of PRC laws and regulations could limit the legal protections available to us; and
- Changes in China's economic, political or social conditions or government policies could have a material adverse effect on our business and results of operations.

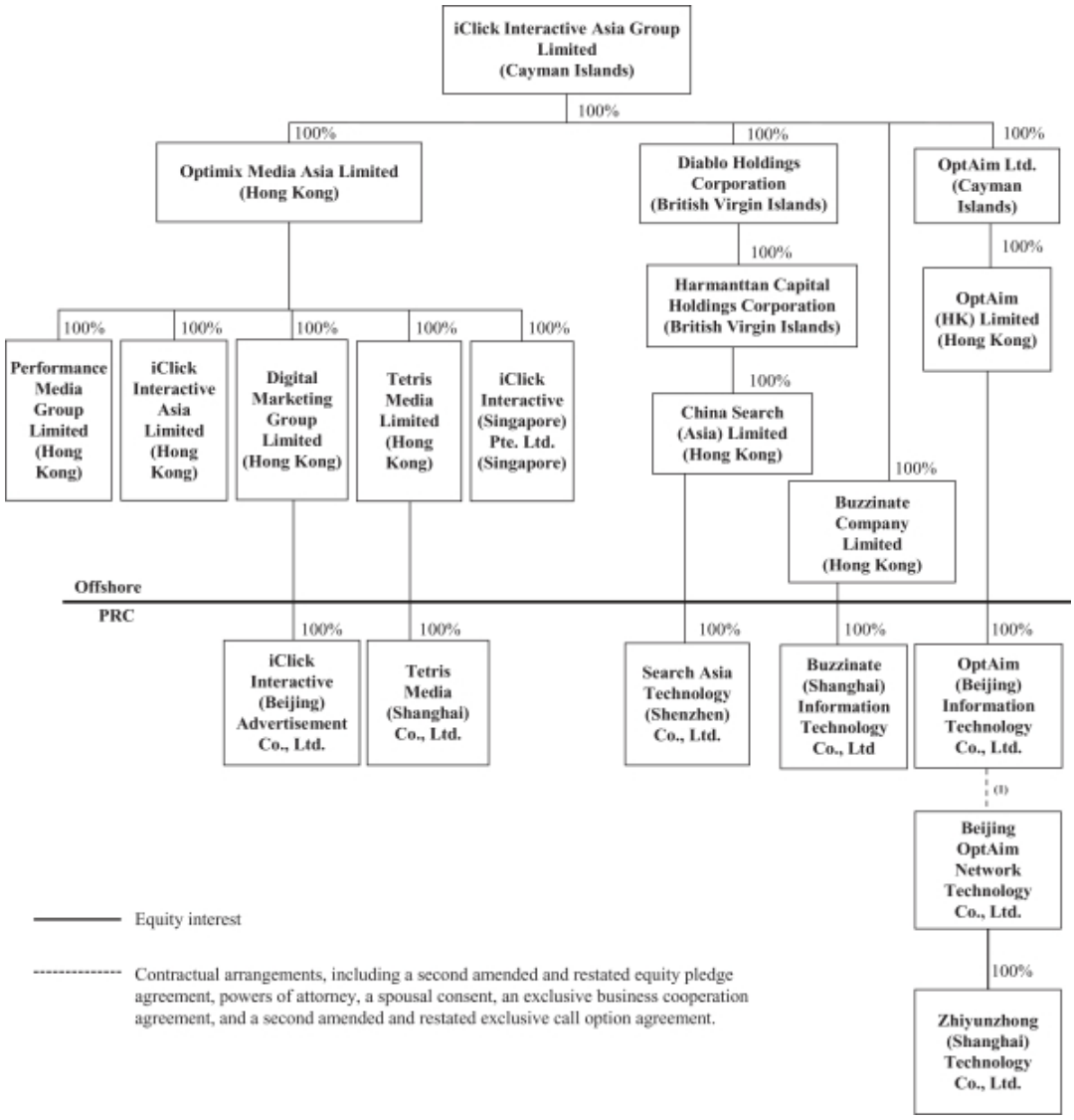
Please see "Risk Factors" and other information included in this prospectus for a detailed discussion of these challenges and other risks and uncertainties that we face.

Corporate History and Corporate Structure

We commenced our online marketing business in 2009. In February 2010, we restructured our holding structure by incorporating Optimix Media Asia Limited in the Cayman Islands as the holding company of Optimix Media Asia Limited, or Optimix HK, to facilitate financing and offshore listing. In March 2017, we changed our name from Optimix Media Asia Limited to iClick Interactive Asia Group Limited.

In July 2015, we substantially expanded our online marketing business into mobile channels by acquiring all shares in OptAim Ltd., or OptAim, which operates in China through OptAim (Beijing) Information Technology Co., Ltd., or OptAim Beijing, its wholly owned subsidiary. OptAim Beijing has entered into a set of contractual arrangements with Beijing OptAim Network Technology Co., Ltd., or OptAim Network, OptAim Network's nominee shareholders and Zhiyunzhong (Shanghai) Technology Co., Ltd., or Zhiyunzhong, the wholly owned Chinese subsidiary of OptAim Network.

The following diagram illustrates our organizational structure, including our subsidiaries, our variable interest entity, or VIE, and the VIE's subsidiary as of the date of this prospectus.



(1) The nominee shareholders of OptAim Network are Jie Jiao and Jian Tang, who hold 51% and 49% equity interests in OptAim Network, respectively. Jie Jiao is our chief financial officer, and Jian Tang is our co-founder, director, chief operating officer and chief technology officer.

Foreign ownership in advertising companies used to be subject to certain restrictions under the PRC laws and regulations. To comply with the then-effective PRC laws and regulations, OptAim Beijing entered into a set of contractual arrangements with OptAim Network and its shareholders. The contractual arrangements between OptAim Beijing, OptAim Network and the shareholders of OptAim Network allow us to:

- exercise effective control over OptAim Network and Zhiyunzhong;
- receive substantially all of the economic benefits of OptAim Network and Zhiyunzhong; and
- have an exclusive option to purchase all or part of the equity interests and assets in OptAim Network.

As a result of these contractual arrangements, we have effective control over, and are the primary beneficiary of, OptAim Network and therefore treat OptAim Network and its subsidiary as our consolidated affiliated entities under U.S. GAAP and have consolidated their financial results in our consolidated financial statements in accordance with U.S. GAAP. For a description of these contractual arrangements, see “Our History and Corporate Structure.”

The laws and regulations that imposed restrictions on foreign ownership in advertising companies, including the Administrative Provisions on Foreign-Invested Advertising Enterprises were abolished in June 2015. We are in the process of transferring the business operated by our VIE, OptAim Network, to our wholly owned subsidiaries. We expect that by the end of 2018, OptAim Beijing will replace OptAim Network as contracting party for all our mobile audience solution business that are operated by OptAim.

There are uncertainties under the PRC laws whether our collection and use multiple kinds of data from multiple sources in China to improve the cost-effectiveness of marketing campaigns for customers and marketers in and outside China may be deemed as “foreign-related survey”, which requires a foreign-related survey license from the National Bureau of Statistics in China or its local counterparts. This license may only be granted to a domestic enterprise or a sino-foreign enterprise which meets the several requirements under the relevant PRC laws. In light of these uncertainties and out of prudence, we, through our VIE, OptAim Network, applied for and was granted a foreign-related survey license on June 6, 2017. Therefore, we will continue to rely on OptAim Bejing’s contractual arrangements with OptAim Network and its shareholders to conduct certain of our operations in China, to the extent these operations are deemed foreign-related survey.

Corporate Information

We were formed as a Cayman Islands exempted limited liability company on February 3, 2010 under the name “Optimix Media Asia Limited.” On March 13, 2017, Optimix Media Asia Limited changed its name to iClick Interactive Asia Group Limited. Our principal executive office is at: 15/F, Prosperity Millennia Plaza, 663 King’s Road, Quarry Bay, Hong Kong S.A.R. Our telephone number at this address is (852) 3700 9000. Our registered office in the Cayman Islands is located at: ATC Trustees (Cayman) Limited, Landmark Square, 3rd Floor, 64 Earth Close, Grand Cayman KY1-1203, Cayman Islands. Our agent for service of process in the United States, [Law Debenture Corporate Services, Inc.], is located at: [4th Floor, 400 Madison Avenue, New York, New York 10017].

Investor should contact us for any inquiries through the address and telephone number of our principal executive offices. Our website is: *www.i-click.com*. The information contained on our website is not part of this prospectus.

Implications of Being an Emerging Growth Company

As a company with less than US$1.07 billion in revenue for our 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. For as long as we remain an emerging growth company, we intend to take advantage of the exemptions discussed in this paragraph.

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

We will remain an emerging growth company until the earliest of (a) the last day of our fiscal year during which we have total annual gross revenues of at least US$1.07 billion; (b) the last day of our fiscal year following the fifth anniversary of the completion of this offering; (c) the date on which we have, during the previous three-year period, issued more than US$1.0 billion in non-convertible debt; or (d) the date on which we are deemed to be a "large accelerated filer" under the Securities Exchange Act of 1934, as amended, or the Exchange Act, which would occur if the market value of our ADSs that are held by non-affiliates exceeds US$700 million as of the last business day of our most recently completed second fiscal quarter. Once we cease to be an emerging growth company, we will not be entitled to the exemptions provided in the JOBS Act discussed above.

Conventions that Apply to this Prospectus

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

- "active profiled user" refers to a profiled user whom we are able to detect that he/she has online activities during a specific measurement period. A "profiled user" refers to a user whom we have collected sufficient information from his/her online activities to establish a descriptive understanding of the person;
- "ADSs" refers to our American depositary shares, each of which represents ordinary shares;
- "China" or "PRC" refers to the People's Republic of China, excluding, for the purposes of this prospectus only, Hong Kong, Macau and Taiwan;
- "direct marketer customers" refers to marketers that have direct contractual relationship with us;
- "end marketers" refers to marketers that are represented by our marketing agency customers and have no direct contractual relationship with us;
- "HK$" or "Hong Kong dollars" refers to the legal currency of Hong Kong;
- "independent online marketing technology platforms" refers to online marketing technology platforms which do not own any online publishing resources, and are not part of any group which owns any online publishing resources;
- mobile apps or websites "covered" refers to the mobile apps or websites from which we are able to receive data to build user profiles;
- "multinational companies" refer to companies that own or control production of goods or provision of services in one or more countries other than their home countries;

- "online marketing technology platforms" refers to online marketing platforms which, through a combination of marketing strategies and technologies, assist marketers in optimizing their marketing resources;
- "our marketers" refers to both direct marketer customers, and end marketers;
- "our customers" refers to entities from which we derive revenue under our marketing campaign contracts;
- "RMB" or "Renminbi" refers to the legal currency of China;
- "we," "us," "our company" and "our" refer to iClick Interactive Asia Group Limited; and
- "$", "US$," "dollars" or "U.S. dollars" refers to the legal currency of the United States.

Discrepancies in any table between the amounts identified as total amounts and the sum of the amounts listed therein are due to rounding.

This prospectus contains statistical data that we obtained from various government and private publications. We have not independently verified the data in these reports. Statistical data in these publications also include projections based on a number of assumptions. If any one or more of the assumptions underlying the statistical data turns out to be incorrect, actual results may differ from the projections based on these assumptions.

Our reporting and functional currency is the U.S. dollar. The functional currency of our subsidiaries and VIE and VIE's subsidiary in China is Renminbi. The functional currencies of our non-PRC subsidiaries are the respective currencies of the country in which they are domiciled, including Hong Kong dollar, Singapore dollars or New Taiwan dollars. This prospectus contains translations of certain foreign currency amounts into U.S. dollars for the convenience of the reader. Unless otherwise stated, all translations of Renminbi into U.S. dollars in this prospectus were made at the rate of RMB6.9430 to U.S$1.00 and all translations of Hong Kong dollars into U.S. dollars in this prospectus were made at the rate of HK$7.7534 to US$1.00, each being the noon buying rates on December 30, 2016 as set forth in the H.10 statistical release of the U.S. Federal Reserve Board. We make no representation that the Renminbi or Hong Kong dollars referred to in this prospectus could have been or could be converted into U.S. dollars at any particular rate or at all. On July 7, 2017, the noon buying rate for Renminbi was RMB6.8039 to US$1.00, as set forth in the H.10 statistical release of the U.S. Federal Reserve Board.

The Offering	
The Offering	We currently estimate that the initial public offering price will be between US$ and US$ per ADS.
ADSs offered by us	ADSs
ADSs outstanding immediately after this offering	ADSs (or ADSs if the underwriters exercise their option to purchase additional ADSs in full)
Ordinary shares outstanding immediately after this offering	ordinary shares (or ordinary shares if the underwriters exercise their option to purchase additional ADSs representing ordinary shares in full)
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 up to an additional ADSs from us.
The ADSs	Each ADS represents ordinary shares, par value US$0.001 per share. The depositary will be the holder of the ordinary shares underlying the ADSs and you will have the rights of an ADS holder as provided in the deposit agreement among us, the depositary and holders and beneficial owners of ADSs from time to time. You may surrender your ADSs to the depositary to withdraw the ordinary shares underlying your ADSs. The depositary will charge you a fee for such an exchange. We may amend or terminate the deposit agreement for any reason without your consent. Any amendment that imposes or increases fees or certain charges or which materially prejudices any substantial existing right you have as an ADS holder will not become effective as to outstanding ADSs until 30 days after notice of the amendment is given to ADS holders. If an amendment becomes effective, you will be bound by the deposit agreement as amended if you continue to hold your ADSs. To better understand the terms of the ADSs, you should carefully read the section in this prospectus entitled “Description of American Depositary Shares.” You should also read the deposit agreement, which is an exhibit to the registration statement that includes this prospectus.
[Reserved ADSs	At our request, the underwriters have reserved for sale, at the initial public offering price, up to an aggregate of ADSs offered in this offering to some of our directors, officers, employees, business associates and related persons through a directed share program.]

Use of proceeds	We expect that we will receive net proceeds of approximately US$ million from this offering, 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 plan to use the net proceeds from this offering primarily for the following purposes: US$ in research and development and big data deep learning capabilities and capacities; US$ in the development and expansion of our suite of solutions and service offerings; and US$ in sales and marketing activities to attract, in particular, more customers to use our solutions on a self-serve basis, and customers from additional industry verticals and geographic markets. We also plan to use the remaining portion of the net proceeds we receive from this offering for general corporate purposes and in investment, acquisition and business collaboration opportunities that complement or enhance our existing operations and are strategically beneficial to our long-term goals, although we have no present commitments or agreements to enter into any investment, acquisition or business collaboration. See “Use of Proceeds” for more information.
Risk factors	See “Risk Factors” and other information included in this prospectus for a discussion of risks you should carefully consider before investing in the ADSs.
Listing	We intend to apply to have the ADSs listed on the [NASDAQ Global Market/New York Stock Exchange, or NYSE] under the symbol “ICLK.” Our ADSs and shares will not be listed on any other stock exchange or traded on any automated quotation system.
Lock-up	We, our directors and executive officers, and [all of our existing shareholders] have agreed with the underwriters, subject to certain exceptions, not to offer, sell, transfer or otherwise dispose of any ADSs, ordinary shares or similar securities for a period of 180 days after the date of this prospectus. See “Shares Eligible for Future Sale” and “Underwriting.”
Depositary	

Summary Consolidated Financial and Other Data

The following summary consolidated financial data for the years ended December 31, 2015 and 2016, and 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. Our historical results are not necessarily indicative of results expected for future periods. You should read this Summary Consolidated Financial and Other 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.

On July 24, 2015, we acquired OptAim from all its shareholders in consideration of shares and cash payment. Pursuant to the terms of the agreement, we issued 2,535,091 ordinary shares to certain selling shareholders and paid cash consideration for the other shareholder. Since the date of the acquisition, OptAim has been our wholly owned subsidiary and has been consolidated into our results of operations. See note 4(b) of our consolidated financial statements included elsewhere in this prospectus.

The following table presents our summary consolidated statement of comprehensive income for the years ended December 31, 2015 and 2016.

	Year Ended December 31,	
	2015	2016
	(US$ in thousands, except for per share and share data)	
Summary Consolidated Statements of Comprehensive Loss:		
Net revenues	65,242	95,357
Cost of revenues	(34,531)	(61,048)
Gross profit	30,711	34,309
Operating expenses:		
Research and development expenses	(8,106)	(8,584)
Sales and marketing expenses	(31,385)	(28,266)
General and administrative expenses	(12,745)	(26,767)
Total operating expenses	(52,236)	(63,617)
Operating loss	(21,525)	(29,308)
Interest expense	(107)	(713)
Other gains/(losses), net	791	(1,082)
Fair value (loss)/gain on derivative liabilities	(19,390)	3,995
Loss before income tax expense	(40,231)	(27,108)
Income tax benefit/(expenses)	555	(222)
Share of losses from an equity investee	(38)	—
Net loss	(39,714)	(27,330)
Accretion to convertible redeemable preferred shares redemption value	(2,692)	(773)
Accretion to redeemable ordinary shares redemption value	(1,982)	(1,556)
Deemed contribution from Series B-1 preferred shareholders	2,591	—
Net loss attributable to iClick Interactive Asia Group Limited's ordinary shareholders	(41,797)	(29,659)

	Year Ended December 31,	
	2015	2016
	(US$ in thousands, except for per share and share data)	
Other comprehensive loss:		
Foreign currency translation adjustment, net of US$nil tax	(129)	(139)
Comprehensive loss attributable to iClick Interactive Asia Group Limited	(39,843)	(27,469)
Net loss per share attributable to iClick Interactive Asia Group Limited		
Basic	(3.58)	(2.26)
Diluted	(3.58)	(2.26)
Weighted average number of ordinary shares used in per share calculation		
Basic	11,661,049	13,151,063
Diluted	11,661,049	13,151,063

The following table presents our summary consolidated balance sheet data as of December 31, 2015 and 2016.

	Year Ended December 31,	
	2015	2016
	(US$ in thousands)	
Summary Consolidated Balance Sheet Data:		
Current assets:		
Cash and cash equivalents	10,395	27,280
Accounts receivable, net of allowance for doubtful receivables of US$1,733 and US$1,693 as of December 31, 2015 and 2016, respectively	28,423	30,694
Rebates receivable	3,642	2,250
Prepaid media cost	24,793	34,409
Non-current assets:		
Intangible assets, net	19,095	14,804
Goodwill	48,496	48,496
Total assets	146,110	169,640
Liabilities, mezzanine equity and shareholders' deficit:		
Current liabilities	115,124	126,572
Non-current liabilities	3,705	2,997
Total liabilities	118,829	129,569
Total mezzanine equity	83,210	104,383
Total shareholders' deficit	(55,929)	(64,312)
Total liabilities, mezzanine equity and shareholders' deficit	146,110	169,640

Key Operating and Financial Metrics

We regularly review a number of metrics to evaluate our business, measure our performance, identify trends, formulate financial projections and make strategic decisions. The main metrics we consider are set forth in the table below.

	Year Ended December 31,			
	2015		2016	
	(US$ in thousands)	(% of gross billing)	(US$ in thousands)	(% of gross billing)
Operating Metrics:				
Gross billing	178,239	100	236,253	100
Gross billing from mobile audience solutions	41,323	23.2	112,403	47.6
Gross billing from other solutions	136,916	76.8	123,850	52.4
Financial Metrics:				
Net revenues	65,242	36.6	95,357	40.4
Net revenues from mobile audience solutions	11,908	6.7	57,761	24.5
Net revenues from other solutions	53,334	29.9	37,596	15.9
Adjusted EBITDA	(8,850)	(5.0)	(2,240)	(0.9)
Adjusted net loss	(11,583)	(6.5)	(8,999)	(3.8)

Gross Billing

Gross billing is an important operating measure by which we evaluate and manage our business. We define gross billing as the aggregate dollar amount that our customers pay us, after deducting rebates paid and discounts given to customers.

We use gross billing to assess our business growth, market share and scale of operations, and our ability to generate gross billing is strongly correlated to our ability to generate net revenues. As we have defined gross billing for internal uses, it may not be comparable to similarly titled measures used by other companies in the industry which present the impact of media costs differently.

Non-GAAP Financial Measures

We use adjusted EBITDA and adjusted net loss, each a non-GAAP financial measure, in evaluating our operating results and for financial and operational decision making purposes.

We believe that adjusted EBITDA and adjusted net loss help identify underlying trends in our business that could otherwise be distorted by the effect of the expenses and gains that we include in net loss. We believe that adjusted EBITDA and adjusted net loss provide useful information about our operating results, enhance the overall understanding of our past performance and future prospects and allow for greater visibility with respect to key metrics used by our management in its financial and operational decision-making.

Adjusted EBITDA and adjusted net loss should not be considered in isolation or construed as an alternative to net loss or any other measure of performance or as an indicator of our operating performance. Investors are encouraged to review the historical non-GAAP financial measures to the most directly comparable GAAP measures. Adjusted EBITDA and adjusted net loss presented here may not be comparable to similarly titled measures presented by other companies. Other companies may calculate similarly titled measures differently, limiting their usefulness as comparative measures to our data. We encourage investors and others to review our financial information in its entirety and not rely on a single financial measure.

Adjusted EBITDA represents net loss before (i) depreciation and amortization, (ii) interest expense, (iii) income tax (benefit)/expense, (iv) share-based compensation, (v) fair value loss/(gain) on derivative liabilities, (vi) share of loss from an equity investee, (vii) compensation in relation to the acquisition of OptAim, and (viii) other (gains)/losses, net. Please see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Non-GAAP Financial Measures — Adjusted EBITDA" for information regarding the limitations of using adjusted EBITDA as a financial measure and for a reconciliation of our net loss to adjusted EBITDA.

The table below sets forth a reconciliation of our net loss to adjusted EBITDA for the periods indicated:

	Year Ended December 31,	
	2015	2016
	(US$ in thousands)	
Net loss	(39,714)	(27,330)
Add / (less):		
Depreciation and amortization	3,181	5,824
Interest expense	107	713
Income tax (benefit)/expense	(555)	222
EBITDA	(36,981)	(20,571)
Add:		
Share-based compensation	6,494	21,244
Fair value loss/(gain) on derivative liabilities	19,390	(3,995)
Share of loss from an equity investee	38	—
Compensation in relation to the acquisition of OptAim	3,000	—
Other (gains)/losses, net	(791)	1,082
Adjusted EBITDA	(8,850)	(2,240)

Adjusted net loss represents net loss before (i) share-based compensation, (ii) fair value loss/(gain) on derivative liabilities, (iii) share of loss from an equity investee, (iv) compensation in relation to the acquisition of OptAim, and (v) other (gains)/losses, net. Please see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Non-GAAP Financial Measures — Adjusted Net Loss" for information regarding the limitations of using adjusted net loss as a financial measure and for a reconciliation of our net loss to adjusted net loss.

The table below sets forth a reconciliation of our net loss to adjusted net loss for the periods indicated:

	Year Ended December 31,	
	2015	2016
	(US$ in thousands)	
Net loss	(39,714)	(27,330)
Add:		
Share-based compensation	6,494	21,244
Fair value loss/(gain) on derivative liabilities	19,390	(3,995)
Share of loss from an equity investee	38	—
Compensation in relation to the acquisition of OptAim	3,000	—
Other (gains)/losses, net	(791)	1,082
Adjusted net loss	(11,583)	(8,999)

RISK FACTORS

Risks Related to Our Business and Industry

We have experienced rapid growth in recent periods, and such growth rates may not be indicative of our future growth.

Our gross billing and net revenues have increased substantially since our inception, especially since our acquisition of OptAim in July 2015, which significantly contributed to our recent growth. We may not be able to sustain growth consistent with our recent history, or at all. You should not consider our gross billing and net revenues growth in recent periods as indicative of our future performance. In future periods, our gross billing and net revenues could decline or grow more slowly than we expect. We believe our growth depends on a number of factors, some of which are described in more details in this section, including our ability to:

- retain existing customers;
- attract new customer and further diversify our customer base, including more customers to use our solutions on a self-serve basis and marketers from new industries and geographic regions;
- maintain the breadth and depth of our cooperation with content distribution channels, including publishers, ad exchanges, and ad networks, and attract new ones in order to increase the volume and breadth of content distribution opportunities available to us;
- adapt our solutions and service offerings to meet evolving business needs, including to address market trends such as the migration of consumers from PCs to mobile devices;
- maintain the proper functioning of our technology architecture as our business continues to grow;
- maintain and grow our data assets in order to help marketers identify, engage and convert their audience;
- maintain a high level of customer satisfaction;
- adapt to a changing regulatory landscape governing privacy matters;
- acquire businesses, products and technologies and to integrate these acquisitions;
- increase awareness of our brand among marketers on a global basis in a cost-effective manner; and
- attract and retain employees.

We cannot assure you that we will be able to successfully accomplish any of these objectives.

We may not be successful in implementing our mobile strategies, which could materially and adversely affect our results of operations.

Our recent growth was in part driven by our expansion since 2014 into mobile channels to identify, engage and convert mobile audience. Our limited operating history in mobile channels may make it difficult to evaluate our current business and future prospects, which will be adversely affected if we fail to successfully maintain and enhance our mobile capabilities. To deliver, maintain and enhance our mobile capabilities, it is important that we further integrate with a wider range of mobile technologies, systems, networks and standards that we do not control. We may not be successful in developing solutions that operate effectively with these technologies, systems, networks or standards. Any of these could have a material adverse effect on our business, prospects and results of operations.

While marketing via non-mobile online channels has been established for several years, marketing via mobile channels, in particular via mobile apps, is a relatively new phenomenon. We have experienced and expect

to continue to face more significant competition for our mobile audience solutions. In addition, in light of the rising demand for marketing via mobile apps, mobile app publishers, especially popular mobile app publishers tend to command stronger bargaining power compared to their non-mobile app publisher counterparts. All of these have resulted in a downward pricing pressure on, and increased media costs for, our mobile audience solutions. While net revenues from our mobile audience solutions increased significantly by 385.1% from US$11.9 million in 2015 to US$57.8 million in 2016, which contributed to the increase in our overall gross billing, gross margins for our mobile audience solutions remained relatively low in 2015 and 2016, compared to those of our other solutions during the same period, which contributed to the decrease in our overall gross profit margin from 47.1% in 2015 to 36.0% in 2016. As we continue to prioritize the execution of our mobile strategy and face increasing competition and pricing pressure for our mobile audience solutions, our profit margin could be materially and adversely affected.

We have incurred net losses in the past and may not achieve profitability in the future.

We generated net losses of US$39.7 million in 2015 and US$27.3 million in 2016. As of December 31, 2016, we had an accumulated deficit of US$124.4 million. We will need to generate increased revenue levels in future periods to become profitable, and, even if we do, we may not be able to improve our profitability as we intend to continue to expend significant funds to grow our marketing and sales operations, develop and enhance our data analytic capabilities, scale our data center infrastructure and services capabilities and expand into new market segments. Our efforts to grow our business may be more costly than we expect, and we may not be able to increase our revenue enough to offset our operating expenses. We may incur significant losses in the future for a number of reasons, including the other risks described in this prospectus, and unforeseen expenses, difficulties, complications and delays and other unknown events. If we are unable to achieve or sustain profitability, the market price of our ADSs may significantly decrease.

Our net revenues, net revenues as a percentage of gross billing, gross margin and the comparability of our financial results may be affected by the relative percentage of gross billing recognized as net revenues under the gross and net models.

We derive revenue under two models. Our revenue for cost-plus advertisement campaigns and rebates earned from certain website publishers is reported under the net model. Our revenue from performing specified actions (i.e., a cost-per-mille, or CPM, cost-per-click, or CPC, cost-per-action, or CPA, cost-per-sale, or CPS, cost-per-lead, or CPL, and return-on-investment, or ROI, basis) is reported under the gross model. Please see “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Key Operating and Financial Metrics — Net Revenues” for more details. The gross profit margin under our net model is higher than the gross model as cost of revenues under the net model does not include media cost. Consequently, an increase in the percentage of gross billing recognized as net revenues under our gross model will have a positive impact on our net revenues and a negative impact on gross profit margin. As the relative percentage of gross billing from cost-plus advertisement campaigns, from rebates earned from certain website publishers and from performing specified actions changes from time to time, the relative percentage of gross billing recognized as net revenues under the two models also fluctuates, which would consequently impact our net revenues and gross margin. Our mobile audience solutions on one hand, and other solutions, on the other hand, each represents a mixture of revenue recognized on gross basis and on net basis and the proportion of each fluctuates from period to period. Therefore our net revenues, net revenues as a percentage of gross billing, gross margin and the comparability of our financial results in one period to another may be affected by the relative percentage of gross billing recognized as net revenues under the gross model and net model.

Failure to retain existing customers or attract new ones could adversely impact our business and results of operations.

We do not have long-term customer contracts, and a majority of our customer contracts are for a term of one year or shorter. Our customers, which refer to entities from which we recognize revenue under our marketing campaign contracts with them and which include direct marketer customers and marketing agencies, are not obligated to use our platform on an exclusive basis and they generally use multiple providers to manage their

marketing spend. Accordingly, we must convince our customers to use our platform, increase their usage and spend a larger share of their online marketing budgets with us, and do so on an on-going basis.

Our ability to achieve customer contract renewals and new customer sales depends on many factors, some of which are out of our control, including:

- customer satisfaction with our solutions, including any new solutions that we may develop,
- our pricing competitiveness,
- customer satisfaction with our account managing services,
- our ability to tailor our solution offerings and delivery and pricing models in accordance with the evolving needs of our customers and end marketers,
- our ability to expand our data base and solutions to serve marketers in a wider range of industries and geographic regions,
- mergers, acquisitions or other consolidation among our customers and end marketers, and
- the effects of global economic conditions on spending levels of our customers and end marketers generally.

Therefore, we cannot assure you that customers that have generated marketing spend on our platform in the past will continue to spend at similar levels or that they will continue to use our platform at all. We may not be able to replace customers who decrease or cease their usage of our platform with new customers that spend similarly on our platform. We have relied on a limited number of customers to generate a significant portion of our revenues. For example, in 2016, we derived 18% of our net revenues from a marketer in the entertainment industry and 11% of our net revenues from a marketer in the e-commerce industry. If our existing customers do not continue to use or increase their use of our platform, or if we are unable to attract sufficient marketing spend on our platform from new customers, our business and results of operations could be materially and adversely affected.

Loss of any marketing agency customer may materially and adversely affect our business and results of operations.

We engage third-party marketing agencies to help source and serve some of our marketers. In 2016, we had over 2,000 customers, including over 1,800 direct marketer customers and over 500 marketing agency customers, which represented over 1,100 end marketers and a significant portion of our gross billing and net revenues. We do not have exclusive business arrangement with these marketing agencies. If we lose any marketing agency, we risk losing business from end marketers represented by that agency. In addition, some marketing agencies have their own business arrangements with content distribution channels and can directly connect marketers with such channels. Our business may suffer to the extent that marketing agencies and content distribution channels purchase and sell content distribution opportunities directly from one another or through intermediaries other than us. Loss of marketing agencies as our customers could materially and adversely affect our business and results of operations.

Furthermore, our contractual arrangements with marketing agency customers do not provide us with control or oversight over their day-to-day business activities. If any of our marketing agency customers engage in activities that violate laws and regulations, our reputation could be harmed and our business and results of operations could be materially and adversely affected.

Loss of any content distribution channel may materially and adversely affect our business and results of operations.

Our consistent access to attractive content distribution opportunities is crucial to our business. Our content distribution channels are concentrated and primarily include online and mobile publishers, major search engines

and ad exchanges, including those owned or operated by Tencent, Baidu, Google and Alibaba. Media costs for content distribution opportunities on Tencent, Baidu, Google and Alibaba channels in aggregate accounted for 84.0% and 81.6% of our media costs in 2015 and 2016, respectively. The loss of access to content distribution opportunities from one of those companies would negatively impact our ability to help marketers reach their audience. We currently do not own or control any content distribution channels in China. Our contracts with content distribution channels generally do not impose long-term obligations requiring them to make their content distribution opportunities available to us, and under some of these contracts, content distribution channels may terminate the contracts during their terms if we do not meet the minimum market spending requirements in the contracts. Our ability to source content distribution opportunities from them depends in part on our ability to continuously generate sufficient market spending from our customers on these channels. We cannot assure you that we will successfully retain our content channel partners on terms favorable or acceptable to us.

We generally enter into annual framework agreements with content distribution channel partners. These agreements generally provide for certain rebates, generally calculated as a percentage of marketing spend, that we are entitled to should the market spending during the terms exceed the specified thresholds. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Key Operating and Financial Metrics — Net Revenue,” “— Critical Accounting Policies — Revenue recognition — Cost-Plus and Agreed Rebates to be Earned from Certain Website Publishers ” and “— Key Components of Results of Operations — Cost of Revenues; Gross Profit Margin” for a description of the accounting treatment of rebates that we receive from content distribution channels. If these or any other content distribution channel were to change their incentive programs or to cease doing business with us for any reason, our financial results would be materially adversely affected.

Furthermore, our platform is connected with some of our content distribution channels’ platforms through application programming interfaces, or API, such as the Baidu API and Google API. We are subject to standard API terms of use of such content distribution channels, which govern the use and distribution of data from them. Our business significantly depends on access to these APIs, particularly the Baidu API and Google API on commercially reasonable terms. Our business would be harmed if any of these content distribution channels discontinue, limit or place any additional restrictions on our access to their platforms, modify their terms of use or other policies, or charge API license fees for API access. In particular, content distribution channels update their API terms of use from time to time and new versions of these terms could impose additional restrictions on us and require us to modify our software to accommodate these changes. Any of these outcomes could cause demand for our solutions to decrease, our research and development costs to increase, and as a result, our business and results of operations could suffer.

The independent online marketing technology market is highly fragmented and intensely competitive. In addition, independent online marketing technology platforms face competitive pressure from well-established internet companies, marketing agencies and traditional media.

China’s independent online marketing technology market is highly competitive, fragmented and rapidly changing. With the introduction of new technologies and the influx of new entrants, we expect competition to continue and intensify, which could harm our ability to increase revenue and attain or sustain profitability. We believe the principal competitive factors in this industry include:

- ability to deliver return on marketing expenditure at scale;
- customer trust;
- geographic reach;
- breadth and depth of cooperation with publishers, ad exchanges, ad networks and other participants in the online marketing ecosystem;
- comprehensiveness of solutions and service offerings;

- pricing structure and competitiveness;
- cross-channel capabilities;
- accessibility and user-friendliness of solutions; and
- brand awareness.

In addition, independent online marketing technology platforms face competitive pressure from large and well-established internet companies, such as Alibaba, Baidu, Tencent and Google, which have established stronger and broader presence across the online marketing ecosystem and have significantly more financial, technical, marketing and other resources, more extensive customer base, and longer operating histories and greater brand recognition than we do. These companies have access to user information by virtue of their popular consumer-oriented websites and mobile apps, and have the technology designed for use in conjunction with the types of user information collected from their websites and mobile apps. These companies may also leverage their positions to make changes to their systems, platforms, exchanges, networks or other products or services that could be harmful to our business and results of operations. While we believe that we do not directly compete with these large and well-established internet companies as we promote their content distribution opportunities or purchase their content distribution opportunities in the ordinary course of our business in connection with our execution of marketing campaigns, and these companies generally do not provide integrated online marketing solutions the way we do, they are major players in the online marketing technology industry as they provide online marketing technology and offer services and offer solutions that help marketers achieve one or more aspects of their marketing goals in one or more phases of their online marketing cycle. In addition, these large and well-established companies control content distribution channels and would directly compete with us should we vertically expand our business to own or operate content distribution channels in the future. Further, some of these companies are, or may also become, our content distribution channels and may enter into other types of strategic arrangements with us. For example, we generally enter into annual framework agreements with content distribution channel partners, including Baidu and Tencent, to purchase or promote their content distribution opportunities. See “Business — Our Content Distribution Channels”. Competitive pressure may incentivize them to cease their partnership with us. See “— Loss of any content distribution channel may materially and adversely affect our business and results of operations.” Online marketing technology platforms also face competition from marketing agencies, who may have their own relationships with content distribution channels and can directly connect marketers with such channels. Furthermore, online marketing technology platforms continue to compete with traditional media including direct marketing, television, radio, cable and print advertising companies.

New technologies and methods of online marketing present an evolving competitive challenge, as market participants upgrade or expand their service offerings to capture more marketing spend from marketers. In addition to existing competitors and their existing service offerings, we expect to face competition from new entrants to the online marketing technology industry and new service offerings from existing competitors. If existing or new companies develop, market or resell competitive high-value marketing technology solutions, acquire one of our competitors or strategic partners, form a strategic alliance or enter into exclusivity arrangement with one of our competitors or strategic partners, our ability to compete effectively could be significantly compromised and our business, results of operations and prospects could be materially and adversely affected.

If online marketing technology solutions do not achieve widespread market acceptance, our business, growth prospects and results of operations would be materially and adversely affected.

The market for online marketing technology solutions such as ours is evolving in China and these solutions may not achieve or sustain high levels of demand and market acceptance as we expect. While marketing via search engines or display channels has been established for several years, marketing via new digital channels such as mobile and social media is not as well established. The future growth of our business could be constrained by both the level of acceptance and expansion of emerging online marketing channels, as well as the

continued use and growth of existing channels. Even if these channels become widely adopted, marketers and agencies may not be familiar with and make significant investments in, solutions such as ours that help them manage their online marketing across channels and devices. In addition, some of our solutions are delivered as software-as-a-service, or SaaS, offerings, which are less mature or common in China, and the pace of transition to SaaS business model may be slower among marketers with heightened data security concerns or general demand for highly customizable application software. The acceptance of our solutions delivered as SaaS offerings will depend to a substantial extent on the education of our customers on the SaaS offerings and the widespread adoption of SaaS solutions in general, and we cannot be certain that the trend of adoption of such solutions will continue in the future. Therefore, it is difficult to predict customer demand for our platform or the future growth rate and size of the market for online marketing technology solutions.

Expansion of the market for online marketing technology solutions depends on a number of factors, including the growth of new digital channels such as mobile and social media and the cost, as well as the performance and perceived value associated with online marketing technology solutions. If online marketing technology solutions do not achieve widespread acceptance, or there is a reduction in demand for online marketing caused by weakening economic conditions, decreases in corporate spending, technological challenges, data security or privacy concerns, governmental regulation, competing technologies and solutions or otherwise, our business, growth prospects and results of operations will be materially and adversely affected.

If our algorithms and data engines for assessing and predicting potential audience interaction with marketing content are flawed or ineffective, or if our platform fails to otherwise function properly, our reputation and market share would be materially and adversely affected.

Our ability to attract marketers to, and build trust in, our platform is significantly dependent on our ability to effectively assess and predict audience interest in, and therefore interaction with, relevant marketing content. We utilize our proprietary algorithms and data engines to track, process and analyze internet user data, forecast probability and nature of internet users' potential engagement with a given marketing message, create and tailor the marketing message to specific user interest, and execute marketing campaigns based on parameters specified by our customers. Our proprietary algorithms and data engines take into account multiple kinds and sources of data, including data on users' interest, intent, E-commerce and offline purchase behavior, social data, demographic data and campaign performance data, which we track using our proprietary tracking tools, from our marketers, publishers and ad exchanges in connection with marketing campaigns, and from collaboration with selected third-party data partners. The data we collect may not be relevant to all industries, and for certain industries, we may not have sufficient user data to ensure that our algorithms and data engines would work effectively. Furthermore, we generally do not verify the data we gather, which may be subject to fraud or are otherwise inaccurate. Even if such data are accurate, they may become irrelevant or outdated and thus may not reflect a user's genuine interest or accurately predict his or her interaction with a given marketing message. For example, following the date we obtain the relevant data, a user's interest and behavior pattern may change or he or she may have already completed a transaction and is no longer interested in the marketing message.

In addition, we expect to experience significant growth in the amount of data we process as we continue to develop new solutions and features to meet evolving and growing customer demands. As the amount of data and variables we process increases, the calculations that our algorithms and data engines must process become increasingly complex and the likelihood of any defect or error increases. To the extent our proprietary algorithms and data engines fail to accurately assess or predict a user's interest in and interaction with, the relevant marketing content, or experience significant errors or defects, marketers may not achieve their marketing goals in a cost-effective manner or at all, which could make our platform less attractive to them, result in damages to our reputation and a decline of our market share and adversely affect our business and results of operations.

Our ability to collect and use data from various sources could be restricted.

The optimal performance of our algorithms and data engines depends on the data that we collect from multiple sources, which we use to build user profiles, develop and refine our algorithms and data engines. Our

ability to collect and use these types of data is limited by a number of factors, some of which are described in further details elsewhere in this section, including:

- consumer choices, including the blocking or deletion of cookies or modifications to privacy settings;
- decisions by marketers, content distribution channels, or selected third party that we have data collaboration arrangement with, to restrict our ability to collect data from them, to refuse to implement mechanisms that we request to ensure compliance with our legal obligations;
- changes in browser or device functionality and settings, and other new technologies, which could make it easier for users to prevent the placement of cookies or other tracking technologies;
- new developments in law, regulations and industry standards on privacy and data protection regimes, including increased visibility of consent mechanisms as a result of these legal, regulatory or industry developments;
- the failure of our network or software systems, or the network or software systems of marketers;
- our inability to grow customer base in new industries and geographic markets in order to obtain the critical mass of data necessary for our algorithms and data engines to perform optimally in these new industries and geographies;
- our relationship with our data partners or certain key data sources, including major internet companies in China, which may stop providing or be unable to provide us data on terms acceptable to us; and
- interruptions, failures or defects in our data collection, mining, analysis and storage systems.

Any of the above described limitations on our ability to successfully collect and use data could materially impair the optimal performance of our algorithms and data engines as well as the efficiency of our solutions, which could make our platform less attractive to marketers and result in damages to our reputation, a decline of our market share and adversely affect our business and results of operations.

Blocking or deletion of cookies or other modifications to privacy settings on PCs and mobile devices could impair our data collection and effectiveness of our solutions.

Cookies that we place are generally regarded as “third party cookies” because we place them through internet browsers on an internet user when an internet user visit our website or a website owned by our marketers or other party that has given us permission to place cookies. Our cookies generally record non-personally identifiable information, including when a user views or clicks on a marketing message, where a user is located, how many marketing messages a user has seen, and browser or device information. We use data from cookies to help build user profiles that assess audience interest and predict audience potential interaction with a given marketing message. Cookies may easily be deleted or blocked by internet users. Commonly used internet browsers (Chrome, Firefox, Internet Explorer, and Safari) allow internet users to modify their browser settings to prevent cookies from being accepted by their browsers. Most browsers also now support temporary privacy modes that allow the user to suspend, with a single click, the placement of new cookies or reading or updates of existing cookies. Internet users can also delete cookies from their computers at any time. Some internet users also download free or paid “ad blocking” software that prevents certain cookies from being stored on a user’s computer. Further, certain web browsers, such as Safari, currently block or are planning to block some or all third-party cookies by default, as do Apple’s iPad and iPhones devices. Mobile devices based upon the Android operating system use cookies only in their web browser applications, so that cookies do not track Android users while they are using other applications on the device. If web browsers block, or internet users reject or delete, cookies, fewer of our cookies or our marketers’ cookies may be set in browsers or accessible in mobile devices, which could adversely affect our data collection and hence the optimal performance of our algorithms and data engines and effectiveness of our solutions.

Aside from blocking or deleting of cookies, other modifications to privacy settings on the PCs and mobile devices could limit or restrict our ability to collect and analyze data. For example, certain search engines, such as

Google, provide an encrypted search function. Although we may still be able to see the amount of traffic brought to marketers' website through the search engine, we will not be able to see the keywords that generate the traffic as the keywords are encrypted. This makes it more difficult for us to evaluate the effectiveness of keywords, and hence the effectiveness of our solutions may be compromised, which would result in customer departure and reputation damages, and materially and adversely affect our business and results of operations.

Regulatory, legislative or self-regulatory developments for online businesses, including privacy and data protection regimes, are expansive, not clearly defined and rapidly evolving. These laws and regulations could create unexpected costs, subject us to enforcement actions for compliance failures, or restrict portions of our business or cause us to change our technology platform or business model.

Governments around the world, including the PRC and Hong Kong governments, have enacted or are considering legislation related to online businesses. There may be an increase in legislation and regulation related to online marketing, the use of geo-location data to inform marketing, the collection and use of anonymous internet user data and unique device identifiers, such as IP address or mobile unique device identifiers, and other data protection and privacy regulation. Some of our competitors may have more access to lobbyists or governmental officials and may use that access to effect statutory or regulatory changes in a manner to commercially harm us while favoring their solutions. These laws and regulations could adversely affect the demand for or effectiveness and value of our solutions, force us to incur substantial costs or require us to change our business practices in a manner that could adversely affect our business and results of operations or compromise our ability to effectively pursue our growth strategies.

We primarily target Chinese language internet users in China for our marketers from all over the world. As a result, we may be directly or indirectly subject to the laws and regulations on online marketing, including data and privacy laws, of multiple jurisdictions. In recent years, the PRC government has enacted legislation on internet use to protect personal information from any unauthorized disclosure. For example, the Several Provisions on Regulating the Market Order of Internet Information Services, promulgated by the Chinese Ministry of Industry and Information Technology, or MIIT, stipulate that internet information service providers must not, without a user's consent, collect the user's personal information that can reveal the identity of the user whether by itself or when used in combination with other information, and must not provide any such information to third parties without prior consent from the user. In addition, internet information service providers shall inform their users about their service scope and shall not use users' information beyond such scope or collect any other information that is irrelevant to the services they provide. In Hong Kong, the Hong Kong Personal Data Ordinance prohibits an internet company collecting information about its users, analyzing the information for a profile of the user's interests or selling or transmitting the profiles to third parties for direct marketing purposes unless it has obtained the user's consent. The European Union has adopted the EU e-Privacy Directive and is considering reforms to its existing data protection legal framework. In addition, the EU Directive 2009/136/EC, commonly referred to as the "Cookie Directive," directs EU member states to ensure that accessing information on an internet user's computer, such as through a cookie, is allowed only if the internet user has given his or her consent. The U.S. government has announced that it is reviewing the need for greater regulation of the collection of consumer information, including regulation aimed at restricting some targeted advertising practices.

We strive to comply with all applicable laws and regulations relating to privacy and data collection, processing, use, and disclosure. These laws and regulations are continually evolving, are not always clear, and are not always consistent across the jurisdictions in which we do business, and the measures we take to comply with these laws, regulations and industry standards may not always be effective. We may be subject to litigation or enforcement action or reduced demand for our solutions if we or our marketers fail to abide by applicable privacy laws or to provide adequate notice and/or obtain consent from end users. In addition, some of our content distribution channels require us to indemnify and hold them harmless from the costs or consequences of litigation resulting from using their networks. Any proceeding or perception of concerns relating to our collection, use, disclosure, and retention of data, including our security measures applicable to the data we collect, whether or not

valid, could harm our reputation, force us to spend significant amounts on defense of these proceedings, distract our management, increase our costs of doing business and inhibit the use of our solutions, which could materially and adversely affect our business, results of operations and prospects.

We are subject to, and may expend significant resources in defending against, government actions and civil claims in connection with false, fraudulent, misleading or otherwise illegal marketing content for which we provide design, production or agency services.

Under PRC Advertising Law, where an advertising operator provides advertising design, production or agency services with respect to an advertisement when it knows or should have known that the advertisement is false, fraudulent, misleading or otherwise illegal, the competent PRC authority may confiscate the advertising operator's advertising revenue from such services, impose penalties, order it to cease dissemination of such false, fraudulent, misleading or otherwise illegal advertisement or correct such advertisement, or suspend or revoke its business licenses under certain serious circumstances.

Under the PRC Advertising Law, "advertising operators" include any natural person, legal person or other organization that provides advertising design, production or agency services to advertisers for their advertising activities. Since our solutions involve provision of agency services to marketers, including helping them identify, engage and convert audience, and create content catering to their potential customers across different content distribution channels, we are deemed as an "advertising operator" under the PRC Advertising Law. Therefore, we are required to examine advertising content for which we provide agency services for compliance with applicable laws, notwithstanding the fact that the advertising content may have been previously published, and that the advertisers also bear liabilities for the content in their advertisements. In addition, for advertising content related to certain types of products and services, such as alcohol, cosmetics, pharmaceuticals and medical procedures, we are expected to confirm that the advertisers have obtained requisite government approvals, including operating qualifications, proof of quality inspection for the advertised products, government pre-approval of the content of the advertisements and filings with the local authorities. Although we have established internal policies to review and vet advertising content before it is placed on a content distribution channel to ensure compliance with applicable laws, we cannot ensure that each advertisement for which we provide agency services complies with all PRC laws and regulations relevant to advertising activities, that supporting documentation provided by our customers is authentic or complete, or that we are able to identify and rectify all non-compliances in a timely manner.

Moreover, civil claims may be filed against us for fraud, defamation, subversion, negligence, copyright or trademark infringement or other violations due to the nature and content of the information for which we provide design, production or agency services. For example, we generally represent and warrant in our contracts with content distribution channels as to the truthfulness of the advertising content that we place on these channels, and agree to indemnify the content distribution channels for any losses resulting from false, fraudulent, misleading or otherwise illegal advertising content that we place on these content distribution channels. On the other hand, not all our contracts with customers contain a back-to-back representation and warranty as to the truthfulness of the advertising content or an indemnity provision where the customers undertake to hold us harmless in case we incur losses arising out of any false, fraudulent, misleading or otherwise illegal advertising content. In the event we are subject to government actions or civil claims in connection with false, fraudulent, misleading or otherwise illegal marketing content for which we provide agency services, our reputation, business and results of operations may be materially and adversely affected.

If we are not able to grow efficiently to meet our customers' increasing needs, our operating results could be harmed.

As usage of our solutions grows, we will need to devote additional resources to improving our system infrastructure. In addition, we will need to appropriately scale our internal business systems and our services organization, including account servicing staff, to serve marketers' growing demands. We cannot assure you

these improvements and expansions to our infrastructure and staff will be fully or effectively implemented on a timely basis, if at all. Even if we are able to upgrade our systems and expand our staff, such expansion may be expensive and complex and require our management's time and attention. We could also face inefficiencies or operational failures as a result of our efforts to scale our infrastructure and expand our staff. Any of these could impair the performance of our platform, reduce customer satisfaction and lead to customer departure, which could harm our reputation and adversely affect our business and results of operations.

If we fail to offer high-quality account services, our business and reputation may suffer.

Our success in marketing and sale of our solutions and retention and expansion of customer base depends on our ability to maintain a consistently high level of customer services, customer education and technical support, which requires that our account servicing personnel have specific marketing domain knowledge and expertise. If we are unable to hire and train a sufficient number of support staff to provide effective and timely support to our customers, our customers' appreciation of, or satisfaction with, our solutions may be adversely affected, resulting in reduced customer spending or departure and adversely affect our reputation and materially and adversely affect our business and results of operations.

If we fail to innovate, adapt and respond timely and effectively to rapidly changing technologies and new trends in online marketing, our solutions may become less competitive or obsolete.

Our future success will depend on our ability to continuously innovate, enhance and broaden our solutions to meet evolving marketing needs, and address technological advancements and new trends in online marketing, in particular the growing popularity of online marketing via mobile channel. We may not be able to timely identify and respond to these new trends. The design of mobile devices and operating systems is controlled by third parties with which we do not have any formal relationship. These parties frequently introduce new devices, and from time to time they may introduce new operating systems or modify existing ones. Network carriers may also restrict our ability to access specific content on mobile devices. If we fail to innovate or adapt our technologies and solutions so that they are compatible with these devices or operating systems, which in turn require that we maintain adequate research and development personnel and resources, our solutions may become less competitive or obsolete. In addition, any new solution that we develop may not receive wide acceptance as we anticipated. Any of these events could materially and adversely affect our business, results of operations and prospects.

If we are unable to protect our proprietary information or other intellectual property, our business could be adversely affected.

We rely on a combination of trademark and trade secret laws, and contractual restrictions, including through confidentiality, non-disclosure and assignment of invention assignment agreements with our key employees, consultants and third parties with whom we do business, to establish, maintain and protect our proprietary information and other intellectual property. Policing any misappropriation, unauthorized use or reverse engineering our proprietary information and other intellectual property is difficult and costly and the steps we have taken may be inadequate. For example, contractual restrictions may be breached, and we may not succeed in enforcing our rights or have adequate remedies for any breach of laws or contractual restrictions. In addition, we may not be able to enter into agreements or arrangements with everyone who has access to our proprietary information or contributes to the development of our intellectual property. Moreover, our trade secrets may be disclosed to or otherwise become known or be independently developed by competitors, and in these situations we may have no or limited rights to stop others' use of our information. Furthermore, to the extent that our employees, consultants or other third parties with whom we do business use intellectual property owned by others in their work for us, disputes may arise as to the rights to such intellectual property. If, for any of the above reasons, our intellectual property is disclosed or misappropriated, it would have an adverse effect on our business, financial condition and results of operations.

Our business may suffer if it is alleged or determined that our technologies or any other aspects of our business infringe on the intellectual property rights of others.

As we continue to expand and as litigation or other similar proceedings become more common in resolving commercial disputes, we face a higher risk of being subject to intellectual property infringement claims. Companies in the internet, technology and media industries are increasingly bringing and becoming subject to suits alleging infringement of proprietary rights. The validity, enforceability and scope of protection of intellectual property rights in internet-related industries are uncertain and evolving. In particular, our registered or unregistered trademarks or trade names may be challenged, infringed, circumvented, declared generic or determined to be infringing on other marks. At times, third parties may adopt trade names or trademarks similar to those of ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered or unregistered trademarks that are similar to our registered or unregistered trademarks or trade names. If a third party has been using in commerce any mark that is confusingly similar to our trade names or trademarks, or has registered any such marks, prior to our use or registration of our trade names or trademarks, such third party could potentially bring infringement claims against us depending on the territory of the use or registration. Any such claim would require us to incur significant costs to defend, and if we are unsuccessful, we may be subject to an injunction and/or required to pay significant damages or spend significant time and resources to rebrand any relevant products or services.

We have received in the past, and expect to receive in the future, notices that claim we have infringed, misappropriated or misused other parties' trademark and other intellectual property rights. For example, in January 2015, iClick, Inc., a company incorporated in the state of Washington in the United States and the owner of a U.S. registered trademark for the term "iClick" filed an action in the United States District Court for the District of Colorado against one of our subsidiaries in Hong Kong, iClick Interactive Asia Limited, alleging trademark and trade name infringement and unfair competition, among others. The basis of iClick Inc.'s claims arose from iClick Interactive Asia Limited's use of the name iClick in the United States. We believe these claims lacked merit, primarily because the parties offer different goods and services, and therefore any chance of consumer confusion is remote. However, to avoid the costs and uncertainty of litigation, we settled the lawsuit in January 2016. Furthermore, we have not conducted any trademark clearance searches in the United States nor have we obtained any registrations or filed any applications for the registration of our trade names or trademarks in the United States. Although common law and federal law in the United States provide unregistered mark in use in the United States with protection against infringement, such protection is only limited to the geographic areas where such mark is in use. Therefore, we may not be able to effectively enforce and protect our trade names or trademark throughout the United States. Any litigation or other proceedings on intellectual property rights could be costly, time-consuming, divert management resources, and may impede our ability to use existing or develop new technologies or expand into new markets, any of which could have a material adverse effect upon our business and results of operations.

Past and future acquisitions, strategic investments, partnership or alliance could be difficult to integrate, divert the attention of key management personnel, disrupt our business, dilute shareholder value and adversely affect our results of operations and financial condition.

In July 2015, we acquired OptAim, a mobile marketing business. Since the acquisition, we have substantially expanded our mobile marketing business, with OptAim's complementary mobile analytics, attribution technologies, and content distribution channel partners that allow marketers to track and optimize marketing campaigns on mobile channels. There can be no assurance that we will be successful in fully integrating, utilizing and leveraging OptAim's business and technologies to further expand our mobile business and cross-channel capabilities, which may adversely affect our ability to achieve growth and business objectives, and have a material adverse effect upon our business and results of operations.

In addition, future acquisitions, strategic investments, partnerships or alliances could be difficult to integrate, divert the attention of key management personnel, disrupt our business, dilute shareholder value and

adversely affect our business and results of operations. We have limited experience in acquiring and integrating businesses, products and technologies. If we identify an appropriate acquisition candidate, we may not be successful in negotiating the terms and/or financing of the acquisition, and our due diligence may fail to identify all of the problems, liabilities or other shortcomings or challenges of an acquired business, product or technology, including issues related to intellectual property, product quality or architecture, regulatory compliance practices, revenue recognition or other accounting practices or employee or client issues. Any acquisition or investment may require us to use significant amounts of cash, issue potentially dilutive equity securities or incur debt. In addition, acquisitions, including our recent acquisitions of OptAim, involve numerous risks, any of which could harm our business, including:

- difficulties in integrating the operations, technologies, services and personnel of acquired businesses, especially if those businesses operate outside of our core competency;
- cultural challenges associated with integrating employees from the acquired company into our organization;
- reputation and perception risks associated with the acquired product or technology by the general public;
- ineffectiveness or incompatibility of acquired technologies or solutions;
- potential loss of key employees of acquired businesses;
- inability to maintain the key business relationships and the reputations of acquired businesses;
- diversion of management's attention from other business concerns;
- litigation for activities of the acquired company, including claims from terminated employees, clients, former shareholders or other third parties;
- failure to identify all of the problems, liabilities or other shortcomings or challenges of an acquired company, technology, or solution, including issues related to intellectual property, solution quality or architecture, regulatory compliance practices, revenue recognition or other accounting practices or employee or client issues;
- in the case of foreign acquisitions, the need to integrate operations across different cultures and languages and to address the particular economic, currency, political and regulatory risks associated with specific countries;
- costs necessary to establish and maintain effective internal controls for acquired businesses;
- failure to successfully further develop the acquired technology in order to recoup our investment; and
- increased fixed costs.

If we are unable to successfully fully integrate any future business, product or technology we acquire, our business, financial conditions and results of operations may suffer.

We may be required to record significant impairment charges as a result of our acquisition of OptAim.

As of December 31, 2016, we had US$48.5 million of goodwill, which represented approximately 28.6% of our total assets, the majority of which was related to OptAim and its subsidiaries, VIE and VIE's subsidiary. Goodwill is recorded at fair value and is not amortized, but is reviewed for impairment at least annually or more frequently if impairment indicators arise. In evaluating the potential for impairment of goodwill, we make assumptions regarding future operating performance, business trends, and market and economic conditions. Such analyzes further require us to make judgmental assumptions about sales, operating margins, growth rates, and discount rates.

There are inherent uncertainties related to these factors and to management's judgment in applying these factors to the assessment of goodwill recoverability. Any possible changes in our judgmental assumptions on which the recoverability of goodwill is based would cause a change in the recoverable amounts of goodwill. In addition, we could be required to evaluate the recoverability of goodwill prior to the annual assessment if there are any impairment indicators, including experiencing disruptions to the business, unexpected significant declines in operating results, divestiture of a significant component of our business or market capitalization declines, any of which could be caused by our failure to manage OptAim or to successfully integrate its operations with our other operations. Impairment charges could negatively affect our reported earnings and financial ratios in the periods of such charges and limit our ability to obtain financing in the future. See "Management's Discussion and Analysis of Financial Condition and Results of Operations – the Effect of Our Acquisition of OptAim" and "— Critical Accounting Policies — Impairment of Goodwill" for more information.

If we fail to implement and maintain an effective system of internal controls, we may be unable to accurately report our results of operations, meet our reporting obligations or prevent fraud.

Prior to this offering, we were a private company with limited accounting personnel and other resources with which to address our internal controls and procedures. Our management has not completed an assessment of the effectiveness of our internal control over financial reporting and our independent registered public accounting firm has not conducted an audit of our internal control over financial reporting. In the course of auditing our consolidated financial statements for the years ended December 31, 2015 and 2016, we and our independent registered public accounting firm identified two material weaknesses in our internal control over financial reporting as well as other control deficiencies, in accordance with the standards established by the Public Company Accounting Oversight Board of the United States, or the PCAOB.

As defined in the standards established by the PCAOB, a "material weakness" is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our company's annual or interim financial statements will not be prevented or detected on a timely basis. The two material weaknesses identified relate to (1) the lack of sufficient accounting personnel with appropriate understanding of U.S. GAAP and SEC reporting requirements, and (2) the lack of a comprehensive accounting policies and procedures manual to facilitate preparation of U.S. GAAP financial statements, which inhibits our subsidiaries' ability to prepare consolidation from local books based on PRC GAAP and Hong Kong Financial Reporting Standards to their U.S. GAAP basis information for group financial reporting and imposes a risk that adjustments to U.S. GAAP are not identified in a timely manner. We have taken measures and plan to continue to take measures to remediate these weaknesses. For details, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Internal Control Over Financial Reporting." However, the implementation of these measures may not fully address the material weaknesses and other control deficiencies in our internal control over financial reporting, and we cannot conclude that they have been fully remedied. Our failure to correct the material weaknesses and other control deficiencies, or our failure to discover and address any other 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.

Neither we nor our independent registered public accounting firm has undertaken a comprehensive assessment of our internal control for purposes of identifying and reporting material weaknesses, significant deficiencies and other control deficiencies in our internal control over financial reporting as we and they will be required to do once we become a public company. In light of the number of material weaknesses and other control deficiencies that were identified as a result of the limited procedures performed, we believe it is possible that, had we performed a formal assessment of our internal control over financial reporting or had our independent registered public accounting firm performed an audit of our internal control over financial reporting, additional control deficiencies may have been identified.

Upon completion of this offering, we will become a public company in the United States subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404, will require that we

include a report of management on 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 registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting. Our management may conclude that our internal control over financial reporting is not effective. Moreover, even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is qualified if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated or reviewed, or if it interprets the relevant requirements differently from us. 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.

Failures or disruption in any systems, software or hardware infrastructure supporting our platform and solutions could significantly disrupt our operation and cause us to lose customers.

The optimal performance of our solutions relies on the continued and uninterrupted performance of our systems, software and hardware infrastructure, and security and integrity of our data. They are vulnerable to damages from a variety of sources, some of which are out of our control, including telecommunications failures, power outages, cyber-attacks, or other malicious human acts and natural disasters. Any steps we take to increase the reliability and redundancy of our systems, software and hardware infrastructure supporting our platform and solutions and to improve the security of our data assets may be expensive and may not be successful in preventing system failures or disruption. For example, techniques used to obtain unauthorized access to or sabotage our data or otherwise hack our systems change frequently and generally are not recognized until launched against a target. As a result, we may be unable to anticipate these techniques or to implement adequate preventative measures. Sustained or repeated failures or disruption in our systems, including from security breaches, whether actual or perceived, could significantly reduce the attractiveness of our solutions, harm our reputation, result in our liabilities and have a material adverse effect on our business and results of operations.

In addition, our business may be negatively affected by interruptions or delays in services provided by third-party system or infrastructure providers that we rely upon. We currently lease data centers and utilize related equipment and services from third-party data center providers. All of our data gathering and analytics are conducted on, and the marketing content we deliver are processed through, our servers located in these data centers and their cloud. We also rely on bandwidth providers and internet information service providers to deliver marketing content. While we have disaster recovery arrangements in place, our testing in actual disasters or similar events is limited and any damage to, or failure of, the systems or facilities of our third-party providers, including as a result of any occurrence of a natural disaster, an act of terrorism, vandalism or sabotage, a decision to close any data center or the facilities of any other third-party provider without adequate notice, or other unanticipated problems at these facilities, could adversely impact our ability to deliver our solution to marketers and have a material adverse effect on our business and results of operations.

Our inability to use software licensed from third parties, including open source software could negatively affect our ability to sell our solutions and subject us to possible litigation.

Our technology platform incorporates software licensed from third parties, including open source software, which we use without charge. Although we monitor our use of open source software, the terms of many open source licenses to which we are subject have not been interpreted by courts, and there is a risk that such licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to provide our solution to our customers. In addition, the terms of open source software licenses may require us to provide software that we develop using such software to others on unfavorable license terms. For example, certain open source licenses may require us to offer the components of our platform that incorporate the open source software for free, to make available source code for modifications or derivative works we create based upon, incorporating or using the open source software, and to license such modifications or derivative works under the terms of the particular open source license.

In the future, we could be required to seek licenses from third parties in order to continue offering our solution, in which case licenses may not be available on terms that are acceptable to us, or at all. Alternatively, we may need to re-engineer our solutions or discontinue use of portions of the functionality provided by our solutions. Our inability to use third-party software could result in disruptions to our business, or delays in the development of future offerings or enhancements of our existing platform, which could materially and adversely affect our business and results of operations.

If we fail to detect fraud or serve marketers' marketing content on undesirable websites, our reputation will suffer, which would harm our brand and negatively impact our business and results of operations.

Our business depends in part on providing marketers with solutions that they can trust, and we have contractual commitments to take reasonable measures to prevent marketer's marketing content from appearing on undesirable websites. We use proprietary technologies and third party services to detect click fraud and block inventory on websites with inappropriate content. However, technologies utilized by bad actors are constantly evolving. Preventing and combating fraud and inappropriate content requires constant vigilance and investment of time and resources. We may not always be successful in our efforts to do so. If we serve marketing content on websites that are objectionable to marketers, or inadvertently purchase content distribution opportunities for marketers that proves to be unacceptable for their marketing campaigns, such as fraudulent bot generated impressions, we may lose business and incur damages to our brand and reputation. In addition, we may be exposed to liabilities or the need to provide credits or refunds to our customers, and our business and results of operations may be harmed.

Any negative publicity with respect to us, the online marketing industry in general or our partners may materially and adversely affect our reputation, business and results of operations.

Complaints, litigation, regulatory actions or other negative publicity that arise about the online marketing industry in general or our company in particular, including on the quality, effectiveness and reliability of online marketing solutions, privacy and security practices, and online marketing content, even if inaccurate, could adversely affect our reputation and customer confidence in, and the use of, our solutions. Harm to our reputation and customer confidence can also arise for many other reasons, including employee misconduct, misconduct of our data and content distribution channel partners, data center providers or other counterparties, failure by these persons or entities to meet minimum quality standards or otherwise fulfill their contractual obligations or to comply with applicable laws and regulations. Additionally, negative publicity with respect to our data or content distribution channel partners could also affect our business and results of operation to the extent that we rely on these partners or if marketers or marketing agencies associate our company with such partners.

If we fail to promote or maintain our brand in a cost-efficient manner, our business and results of operations may be harmed.

We believe that developing and maintaining awareness of our brand in a cost-effective manner is critical to achieving widespread acceptance of our solutions, and is an important element in attracting new customers and partners. Furthermore, we believe that the importance of brand recognition will increase as competition in our market increases. Successful promotion of our brand will depend largely on our ability to deliver value propositions to marketers and on the effectiveness of our marketing efforts. In the past, our efforts to build our brand have involved significant expenses and promotion of our brand may be subject to restrictions and challenges. For example, as part of the settlement of the trademark infringement lawsuit brought by iClick, Inc. in January 2015, although we are free to use the term "iClick" in connection with our business in the United States, we are subject to ongoing obligations and restrictions to certain types of marketing and promotion that contain that term. In addition, our brand promotion activities may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incurred in building our brand. If we fail to successfully promote and maintain our brand, or incur substantial expenses in an unsuccessful attempt to promote and maintain our brand, we may fail to attract enough new customers or retain our existing customers and our business and results of operations can be materially and adversely affected.

Misconduct, errors and failure to function by our employees could harm our business and reputation.

We are exposed to many types of operational risks, including the risk of misconduct and errors by our employees. Our business depends on our employees to process a large number of marketing campaigns orders, which involve the use of audience data and marketers' business information. We could be materially adversely affected if such data or information was disclosed to unintended recipients or if we experience an operational breakdown or failure in the processing of a marketing campaign whether as a result of human error, a purposeful sabotage or a fraudulent manipulation of our operations or systems. We could also be materially adversely affected if our employees absconded with our proprietary data or used our know-how to compete with us. Although employees have left our company in the past and may have violated the non-compete and non-solicitation clauses in their employment agreements with little impact on our business, future violations of these clauses could have a material adverse effect on our business. Any of these occurrences could result in our diminished ability to operate our business, potential liability to our customers, inability to attract future customers, reputational damage, regulatory intervention and financial harm, which could negatively impact our business and results of operations.

We may not be able to obtain additional capital when desired, on favorable terms or at all.

We intend to continue to make investments to support our business growth and may require additional funds, beyond those generated by this offering, to respond to business challenges, including the need to develop new features or enhance our platform and solutions, improve our operating and technology infrastructure or acquire complementary businesses and technologies. Accordingly, we may need to engage in public or private equity, equity-linked or debt financings to secure additional funds. If we raise additional funds through future issuances of equity or convertible debt securities, our existing shareholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our ordinary shares. Any debt financing that we secure in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, including the ability to pay dividends. This may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. We may not be able to obtain additional financing on terms favorable to us, if at all. If we are unable to obtain adequate financing on terms satisfactory to us when we require it, our ability to continue to support our business growth and respond to business challenges could be significantly impaired, and our business and prospects could be adversely affected.

If we do not retain our senior management team, including our founders, and key employees, or attract additional technology and sales talents, we may not be able to sustain our growth or achieve our business objectives.

Our future success is substantially dependent on the continued service of our senior management team, including our founders, Sammy Hsieh, Ricky Ng and Jian Tang. Our management team is currently spread across multiple physical locations and geographies, which can strain the organization and make coordinated management more challenging. Our future success also depends on our ability to continue to attract, retain and motivate highly skilled employees, particularly employees with technical skills that enable us to deliver effective marketing solutions, and sales and marketing, and publisher development and support personnel with experience in online marketing. Competition for these employees in our industry is intense. As a result, we may be unable to attract or retain these management, technical, sales and marketing and publisher development and support personnel who are critical to our success, resulting in harm to our key marketer and publisher relationships, loss of key information, expertise or proprietary knowledge and unanticipated recruitment and training costs. The loss of the services of our senior management or other key employees could make it more difficult to successfully operate our business and pursue our business goals.

Increases in labor costs in the PRC may adversely affect our business and results of operations. Most of our employees are based in China. Chinese economy has experienced increases in inflation and labor costs in recent years. As a result, average wages in the PRC are expected to continue to increase. In addition, we are required by PRC laws and regulations to pay various statutory employee benefits, including pension, housing fund, medical insurance, work-related injury insurance, unemployment insurance and maternity insurance to designated government agencies for the benefit of our employees. We expect that our labor costs, including wages and employee benefits, will continue to increase. Unless we are able to control our labor costs or pass on these increased labor costs to our users by increasing the fees of our services, our financial condition and results of operations may be adversely affected.

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

We are vulnerable to natural disasters and other calamities. Fire, floods, typhoons, earthquakes, power loss, telecommunications failures, break-ins, war, riots, terrorist attacks or similar events may give rise to server interruptions, breakdowns, system failures, technology platform failures or internet failures, which could cause the loss or corruption of data or malfunctions of software or hardware as well as adversely affect our ability to provide solutions and services on our platform. Our business could also be adversely affected by the effects of Ebola virus disease, Zika virus disease, H1N1 flu, H7N9 flu, avian flu, Severe Acute Respiratory Syndrome, or SARS, or other epidemics. Our business operations could be disrupted if any of our employees is suspected of having Ebola virus disease, Zika virus disease, H1N1 flu, H7N9 flu, avian flu, SARS or other epidemic, since it could require our employees to be quarantined and/or our offices to be disinfected. In addition, our results of operations could be adversely affected to the extent that any of these epidemics harms the Chinese economy in general.

Most of our system hardware and back-up systems are hosted in leased facilities in Hong Kong, Shanghai, Beijing, Guangzhou and Zhejiang province, and most of our directors, senior management and employees are based in Hong Kong, Shanghai and Beijing. Therefore, if any of the above-mentioned natural disasters, health epidemics or other outbreaks were to occur in these regions, our operations may experience material disruptions, such as temporary closure of our offices and suspension of services, which may materially and adversely affect our business and results of operations.

We do not have any business insurance coverage.

Insurance companies in China currently do not offer as extensive an array of insurance products as insurance companies in more developed economies. Currently, we do not have any business liability or

disruption insurance to cover our operations. We have determined that the costs of insuring for these risks and the difficulties associated with acquiring such insurance on commercially reasonable terms make it impractical for us to have such insurance. Any uninsured business disruptions may result in our incurring substantial costs and the diversion of resources, which could have an adverse effect on our business and results of operations.

Risks Related to Our Corporate Structure

We will continue to rely on the contractual arrangements that establish the structure for certain of our operations in China.

Foreign ownership in advertising business used to be subject to certain restrictions under the PRC laws and regulations. For example, according to the Administrative Provisions on Foreign-Invested Advertising Enterprises, which were abolished in June 2015, foreign investors were required to meet several conditions in order to invest in PRC advertising business, such as a minimum number of years of advertising-related experience and an approval from the relevant PRC regulatory authority. OptAim, which we acquired in July 2015, is a Cayman Islands company and OptAim Beijing, its PRC subsidiary, is considered a foreign invested enterprise, or FIE. To comply with the then-effective PRC laws and regulations, including the Administrative Provisions on Foreign-Invested Advertising Enterprises, OptAim Beijing entered into a set of contractual arrangements with OptAim Network and its shareholders. For a detailed description of these contractual arrangements, see “Corporate History and Structure.” As a result of these contractual arrangements, we exert control over OptAim Network and its wholly owned subsidiary, Zhiyunzhong, and consolidate their operating results in our financial statements under U.S. GAAP.

We are in the process of transferring the business operated by our VIE, OptAim Network, to our wholly owned subsidiaries. We expect that by the end of 2018, OptAim Beijing will replace OptAim Network as contracting party for all our mobile audience solution business that are operated by OptAim. However, we cannot assure you that such transition will be completed in a timely manner or at all as some of our customers may not be willing to enter into contracts with a new signing entity or OptAim Beijing may not have the necessary infrastructure to support the transition of all our mobile audience solution business operated by OptAim. Therefore, OptAim may continue to conduct part of its business in China through the contractual arrangements between OptAim Beijing, OptAim Network and its shareholders. In 2016, OptAim contributed 44.8% to our gross billing and 53.6% of our net revenues.

Under the Measures on the Administration of Foreign-related Surveys, or the Foreign-related Surveys Measures, promulgated by the National Bureau of Statistics of China on October 13, 2004, no individual or organization may conduct any foreign-related survey without a license for foreign-related survey granted by the National Bureau of Statistics in China or its local counterparts. We collect and use multiple kinds of data from multiple sources in China to improve the cost-effectiveness of marketing campaigns for our customers and marketers in and outside China. There are uncertainties whether such activities fall within the scope of “foreign-related surveys” under the Foreign-related Surveys Measures for which a foreign-related survey license is required. Under the Catalogue for the Guidance of Foreign Investment Industries, promulgated by the Ministry of Commerce and National Development and Reform Commission on March 10, 2015, only a domestic enterprise or a sino-foreign enterprise which meets the several requirements stipulated in the Foreign-related Surveys Measures can apply for a license for the foreign-related survey. In light of these uncertainties and out of prudence, we, through our VIE OptAim Network applied for and was granted a foreign-related survey license on June 6, 2017 by the Chinese National Bureau of Statistics. Therefore, we will continue to rely on OptAim Bejing’s contractual arrangements with OptAim Network and its shareholders to conduct certain of our operations in China, to the extent these operations may be deemed as foreign-related survey.

In the opinion of our PRC counsel, Jingtian & Gongcheng, our current ownership structure, the ownership structure of our PRC subsidiaries, our consolidated variable interest entity and its subsidiary, and the contractual

arrangements among OptAim Beijing, OptAim Network and the shareholders of OptAim Network are not in violation of existing PRC laws, rules and regulations; and these contractual arrangements are valid, binding and enforceable in accordance with their terms and applicable PRC laws and regulations currently in effect. However, Jingtian & Gongcheng has also advised us that there are substantial uncertainties regarding the interpretation and application of current or future PRC laws and regulations and there can be no assurance that the PRC government will ultimately take a view that is consistent with the opinion of our PRC counsel.

It is uncertain whether any new PRC laws, rules or regulations relating to variable interest entity structures will be adopted or if adopted, what they would provide. In particular, in January 2015, the Ministry of Commerce, or the MOC, published a discussion draft of the proposed Foreign Investment Law for public review and comments. Among other things, the draft Foreign Investment Law expands the definition of foreign investment and introduces the principle of "actual control" in determining whether a company is considered a foreign-invested enterprise, or an FIE. Under the draft Foreign Investment Law, variable interest entities would also be deemed as FIEs, if they are ultimately "controlled" by foreign investors, and be subject to restrictions on foreign investments. However, the draft law has not taken a position on what actions will be taken with respect to the existing companies with the "variable interest entity" structure, whether or not these companies are controlled by Chinese parties. It is uncertain when the draft would be signed into law and whether the final version would have any substantial changes from the draft. See "Regulation — Regulations on Foreign Investment" and "— 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." If the ownership structure, contractual arrangements and business of our company, our PRC subsidiaries or our consolidated variable interest entity and its subsidiary are found to be in violation of any existing or future PRC laws or regulations, or we fail to obtain or maintain any of the required permits or approvals, the relevant governmental authorities would have broad discretion in dealing with such violation, including levying fines, confiscating our income or the income of our PRC subsidiaries, consolidated variable interest entity or its subsidiary, revoking the business licenses or operating licenses of our PRC subsidiaries, consolidated variable interest entity or its subsidiary, shutting down our servers or blocking our online platform, discontinuing or placing restrictions or onerous conditions on our operations, requiring us to undergo a costly and disruptive restructuring, restricting or prohibiting our use of proceeds from this offering to finance our business and operations in China, and taking other regulatory or enforcement actions that could be harmful to our business. Any of these actions could cause significant disruption to our business operations and severely damage our reputation, which would in turn materially and adversely affect our business and results of operations. If any of these occurrences results in our inability to direct the activities of our consolidated variable interest entity and its subsidiary, and/or our failure to receive economic benefits from our consolidated variable interest entity and its subsidiary, we may not be able to consolidate their results into our consolidated financial statements in accordance with U.S. GAAP.

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

We have relied and expect to continue to rely on contractual arrangements with our variable interest entity, OptAim Network, and its shareholders for part of our online marketing business on mobile channels in China, as well as certain other complementary businesses, subject to the completion of the transfers of all the customer contracts of our VIE entity to our wholly owned PRC subsidiary, and to the extent our operations are deemed as foreign-related survey. 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 consolidated variable interest entity and its subsidiary.

If we had direct ownership of OptAim Network and Zhiyunzhong, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of OptAim Network and Zhiyunzhong, which in turn could implement changes, subject to any applicable fiduciary obligations, at the management and operational level. However, under the current contractual arrangements, we rely on the performance by OptAim Network and

the shareholders of OptAim Network of their obligations under the contracts to exercise control over our consolidated variable interest entity and its subsidiary. The shareholders of our consolidated variable interest entity 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 OptAim Network and its shareholders. In addition, if any third party claims any interest in such shareholders' equity interests in OptAim Network, our ability to exercise shareholders' rights or foreclose the share pledge according to the contractual arrangements may be impaired. Therefore, our contractual arrangements with our consolidated variable interest entity may not be as effective in ensuring our control over the relevant portion of our business operations as direct ownership would be.

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

If our consolidated variable interest entity or its 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 laws, including seeking specific performance or injunctive relief, and claiming damages, which we cannot assure you will be effective under PRC laws. For example, if the shareholders of OptAim Network were to refuse to transfer their equity interest in OptAim Network to us or our designee if we exercise the purchase option pursuant to these contractual arrangements, or if they were otherwise to act in bad faith toward us, then we may have to take legal actions to compel them to perform their contractual obligations. In addition, if any third parties claim any interest in such shareholders' equity interests in OptAim Network, our ability to exercise shareholders' rights or foreclose the share pledge according to the contractual arrangements may be impaired.

All the agreements under our contractual arrangements are governed by PRC laws and provide for the resolution of disputes through arbitration in China. Accordingly, these contracts would be interpreted in accordance with PRC laws and any disputes would be resolved in accordance with PRC legal procedures. The legal system in the PRC is different from some other jurisdictions, such as the United States. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements. Meanwhile, there are very few precedents and little formal guidance as to how contractual arrangements in the context of a consolidated variable interest entity should be interpreted or enforced under PRC laws. There remain significant uncertainties regarding the ultimate outcome of such arbitration should legal action become necessary. In addition, under PRC laws, rulings by arbitrators are final and parties cannot appeal arbitration results in court unless such rulings are revoked or determined unenforceable by a competent court. If the losing parties fail to carry out the arbitration awards within a prescribed time limit, the prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would require additional expenses and delay. In the event that we are unable to enforce these contractual arrangements, or if we suffer significant delay or other obstacles in the process of enforcing these contractual arrangements, we may not be able to exert effective control over our consolidated variable interest entity and its subsidiary, and our ability to conduct our business may be negatively affected.

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

The equity interests of OptAim Network are held by Mr. Jian Tang, who is our co-founder, director, chief operating officer and chief technology officer, and Ms. Jie Jiao, who is our chief financial officer. Their interests may differ from the interests of our company as a whole. These shareholders may breach, or cause our consolidated variable interest entity to breach, or refuse to renew the existing contractual arrangements we have with them and our consolidated variable interest entity, which would have a material adverse effect on our ability to effectively control our consolidated variable interest entity and receive economic benefits from them. For example, the shareholders may be able to cause our agreements with OptAim Network to be performed in a manner adverse to us by, among other things, failing to remit payments due under the contractual arrangements

to us on a timely basis. We cannot assure you that when conflicts of interest arise, any or all of these shareholders will act in the best interests of our company or such conflicts will be resolved in our favor.

Currently, we do not have any arrangements to address potential conflicts of interest between these shareholders and our company, except that we could exercise our purchase option under the second amended and restated exclusive option agreement with these shareholders to request them to transfer all of their equity interests in OptAim Network to a PRC entity or individual designated by us, to the extent permitted by PRC laws. If we cannot resolve any conflict of interest or dispute between us and the shareholders of OptAim Network, we would have to rely on legal proceedings, which could result in the disruption of our business and subject us to substantial uncertainty as to the outcome of any such legal proceedings.

Contractual arrangements in relation to our variable interest entity may be subject to scrutiny by the PRC tax authorities and they may determine that we or our PRC variable interest entity owe additional taxes, which could negatively affect our results of operations 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 within ten years after the taxable year when the transactions are conducted. The PRC enterprise income tax law requires every enterprise in China to submit its annual enterprise income tax return together with a report on transactions with its related parties to the relevant tax authorities. The tax authorities may impose reasonable adjustments on taxation if they have identified any related party transactions that are inconsistent with arm's length principles. We may face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements between our wholly owned subsidiary OptAim Beijing, our variable interest entity OptAim Network and the shareholders of OptAim Network 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 OptAim Network'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 OptAim Network for PRC tax purposes, which could in turn increase their tax liabilities without reducing OptAim Beijing's tax expenses. In addition, if OptAim Beijing requests the shareholders of OptAim Network to transfer their equity interests in OptAim Network at nominal or no value pursuant to these contractual arrangements, such transfer could be viewed as a gift and subject OptAim Beijing to PRC income tax. Furthermore, the PRC tax authorities may impose late payment fees and other penalties on OptAim Network for the adjusted but unpaid taxes according to the applicable regulations. Our results of operations could be materially and adversely affected if OptAim Network's tax liabilities increase or if they are required to pay late payment fees and other penalties.

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 MOC published a discussion draft of the proposed Foreign Investment Law in January 2015 aiming to, upon its enactment, replace the trio of existing laws regulating foreign investment in China, namely, the Sino-foreign Equity Joint Venture Enterprise Law, the Sino-foreign Cooperative Joint Venture Enterprise Law and the Wholly Foreign-invested Enterprise Law, together with their implementation rules and ancillary regulations. The draft Foreign Investment Law embodies an expected PRC regulatory trend to rationalize its foreign investment regulatory regime in line with prevailing international practice and the legislative efforts to unify the corporate legal requirements for both foreign and domestic investments. The MOC is currently soliciting comments on this draft and 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 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 MOC, treated as a PRC domestic investor provided that the entity is "controlled" by PRC entities and/or citizens. According to the draft Foreign Investment Law, 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. Please see "Regulation — Regulations on Foreign Investment" for more details.

The draft Foreign Investment Law does not indicate what actions shall be taken with respect to companies with an existing VIE structure, whether or not these companies are controlled by Chinese parties. Moreover, it is uncertain whether the "catalogue of special administrative measures" to be issued will differ from the Catalogue for the Guidance of Foreign Investment Industries (Revised in 2015), or the 2015 Catalogue, and re-impose foreign investment restrictions or prohibitions on online marketing industry or advertising industry. If the enacted version of the Foreign Investment Law and the final "catalogue of special administrative measures" mandate further actions, such as the MOC market entry clearance, to be completed by companies with an existing VIE structure like us, and if online marketing industry or advertising industry becomes once again subject to the foreign investment restrictions or prohibitions or if our operations are deemed as foreign-related survey, we will face uncertainties as to whether such clearance can be timely obtained, or at all. If we are not able to obtain such clearance when required, our VIE structure may be regarded as invalid and illegal. As a result, we would not be able to (i) continue our business in China through our contractual arrangements with OptAim Network and Zhiyunzhong, (ii) exert control over OptAim Network, (iii) receive the economic benefits of OptAim Network under such contractual arrangements, or (iv) consolidate the financial results of OptAim Network and Zhiyunzhong. Were this to occur, our results of operations and financial condition would be materially and adversely affected.

The draft Foreign Investment Law, if enacted as proposed, may also materially impact our corporate governance practice and increase our compliance costs. For instance, the draft Foreign Investment Law imposes stringent ad hoc and periodic information reporting requirements on foreign investors and the applicable FIEs. Aside from 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.

If we exercise the option to acquire equity ownership of OptAim Network, the ownership transfer may subject us to certain limitation and substantial costs.

Pursuant to the contractual arrangements, OptAim Beijing has the exclusive right to purchase all or any part of the equity interests in OptAim Network from OptAim Network's shareholders for a nominal price, unless the relevant government authorities or then applicable PRC laws request that a minimum price amount be used as the purchase price, in such case the purchase price shall be the lowest amount under such request. The shareholders of OptAim Network will be subject to PRC individual income tax on the difference between the equity transfer price and the then current registered capital of our consolidated variable interest entity. Additionally, if such a transfer takes place, the competent tax authority may require OptAim Beijing to pay enterprise income tax for ownership transfer income with reference to the market value, in which case the amount of tax could be substantial.

Risks Related to Doing Business in China

Uncertainties in the interpretation and enforcement of PRC laws and regulations could limit the legal protections available to us.

The PRC legal system is based on written statutes. Unlike common law legal systems, prior court decisions may be cited for reference but have limited precedential value. The PRC legal system evolves rapidly, and the interpretations of many laws, regulations and rules may contain inconsistencies and enforcement of these laws, regulations and rules involves uncertainties.

From time to time, we may have to resort to administrative and court proceedings to enforce our legal rights. However, 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. Furthermore, the PRC legal system is based in part on government policies and internal rules (some of which are not published in a timely manner or at all) that may have retroactive effect. As a result, we may not be aware of our violation of these policies and rules until sometime after the violation. Such uncertainties, including uncertainty over the scope and effect of our contractual, property (including intellectual property) and procedural rights, could materially and adversely affect our business and impede our ability to continue our operations. Litigation in China may be protracted and result in substantial costs and diversion of resources and management attention.

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

Our primary operations are based in, and a substantial percentage of our revenue is generated from, China. Accordingly, our business, prospects, financial condition and results of operations 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 amount of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. Although the PRC government has implemented measures emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets and the establishment of improved corporate governance in business enterprises, a substantial portion of productive assets in China is still owned by the government. In addition, the PRC government continues to play a significant role in regulating industry development by imposing industrial policies. The PRC government also exercises significant control over China's economic growth 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. The PRC government has implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall PRC economy, but may 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, and since 2012, the Chinese economy has slowed down. Any adverse changes in economic conditions in China, in the policies of the PRC government or in the laws and regulations in China could have a material adverse effect on the overall economic growth of China. Such developments could adversely affect our business and operating results, lead to reduction in demand for our services and adversely affect our competitive position.

A downturn in the Chinese or global economy could reduce the demand for our solutions, which could materially and adversely affect our business and results of operations.

The global financial markets have experienced significant disruptions since 2008 and the United States, Europe and other economies have experienced periods of recession. The recovery from the lows of 2008 and 2009 has been uneven and is facing new challenges, including the escalation of the European sovereign debt crisis from 2011 and the slowdown of the Chinese economy since 2012. It is unclear whether the Chinese economy will resume its high growth rate. Furthermore, the government of the United Kingdom held an in-or-out referendum on its membership in the European Union on June 23, 2016. The referendum resulted in a vote in favor of the exit of the United Kingdom from the European Union ("Brexit"). The uncertainty caused by Brexit could negatively impact all of the economies and market conditions of the European Union and/or worldwide, and could continue to contribute to instability in the global financial markets. There is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies adopted by the central banks and financial authorities of some of the world's leading economies, including the United States and China. There have also been concerns over unrest in Ukraine, the Middle East and Africa, which have resulted in volatility in financial and other markets. There have also been concerns about the economic effect of the tensions in the relationship between China and surrounding Asian countries. Economic conditions in China are sensitive to global economic conditions. Any prolonged slowdown in the global or Chinese economy may reduce the demand for our solutions and have a negative impact on our business, results of operations and financial condition. Additionally, continued turbulence in the international markets may adversely affect our ability to access the capital markets to meet liquidity needs.

We 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 adverse effect on our ability to conduct our business.

We are a Cayman Islands exempted limited liability company, used as a holding company, and we rely principally on dividends and other distributions on equity from our PRC subsidiaries for our cash requirements, including payment of dividends and other cash distributions to holders of our ordinary shares and services of any debt we may incur. If our PRC subsidiaries incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us. Under PRC laws and regulations, our PRC subsidiaries, as wholly foreign-owned enterprises in China, may pay dividends only out of their respective accumulated after-tax 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 funds, until the aggregate amount of such funds 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 staff welfare and bonus funds. These reserve funds and staff welfare and bonus funds are not distributable as cash dividends.

In addition, the PRC tax authorities may require our PRC subsidiaries to adjust its taxable income under the contractual arrangements it currently has in place with our consolidated variable interest entity in a manner that would materially and adversely affect their ability to pay dividends and other distributions to us.

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

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

Any funds we transfer to our PRC subsidiaries, either as a shareholder loan or as an increase in registered capital, are subject to approval by or registration with relevant governmental authorities in China. According to

the relevant PRC regulations on foreign-invested enterprises in China, capital contributions to our PRC subsidiaries are subject to the requirement of making necessary filings in the Foreign Investment Comprehensive Management Information System, or FICMIS, and registration with other governmental authorities in China. In addition, (a) any foreign loan procured by our PRC subsidiaries is required to be registered with the State Administration of Foreign Exchange, or SAFE, or its local branches, and (b) each of our PRC subsidiaries may not procure loans which exceed the difference between its registered capital and its total investment amount as recorded in FICMIS. Any medium or long term loan to be provided by us to our variable interest entity must be recorded and registered by the National Development and Reform Committee and the SAFE or its local branches. We may not complete such recording or registrations on a timely basis, if at all, with respect to future capital contributions or foreign loans by us to our PRC subsidiaries. If we fail to complete such recording or registration, our ability to use the proceeds of this offering and to capitalize our PRC operations may be negatively affected, which could adversely affect our liquidity and our ability to fund and expand our business.

In 2008, the SAFE promulgated the Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises, or SAFE Circular 142, which used to regulate the conversion by foreign-invested enterprises of foreign currency into Renminbi by restricting the usage of converted Renminbi. On March 30, 2015, the SAFE promulgated the Circular on Reforming the Management Approach Regarding the Foreign Exchange Capital Settlement of Foreign-Invested Enterprises, or SAFE Circular 19. SAFE Circular 19 took effect as of June 1, 2015 and superseded SAFE Circular 142 on the same date. SAFE Circular 19 launched a nationwide reform of the administration of the settlement of the foreign exchange capitals of foreign-invested enterprises and allows foreign-invested enterprises to settle their foreign exchange capital at their discretion, but continues to prohibit foreign-invested enterprises from using the Renminbi fund converted from their foreign exchange capitals for expenditure beyond their business scopes, investment in security market, offering of entrustment loans or purchase of any investment properties. On June 9, 2016, the Notice of the State Administration of Foreign Exchange on Reforming and Standardizing the Administrative Provisions on Capital Account Foreign Exchange Settlement, or SAFE Circular 16, was promulgated. In addition to restating the general principles of SAFE Circular 19, SAFE Circular 16 explicitly stipulates that foreign debts and repatriated funds raised through overseas listings as foreign exchange receipts can be settled discretionally. SAFE Circular 16 continues to prohibit foreign-invested enterprises from using the Renminbi funds converted from their foreign exchange capitals for expenditures beyond their business scopes, investments in security market, offerings of entrustment loans or purchases of any investment properties. Although SAFE Circular 16 further relaxes the control over foreign exchange settlement of capital accounts, in practice, there are still several specific requirements that limit the abilities of PRC enterprises to access the offshore financing capitals, which may adversely affect our business, financial conditions and operating results.

Fluctuations in exchange rates could have a material adverse effect on our results of operations and the price of our ADSs.

The value of the Renminbi against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in political and economic conditions in China and by China's foreign exchange policies. On July 21, 2005, the PRC government changed its decade-old policy of pegging the value of the Renminbi to the U.S. dollar, and the Renminbi appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the Renminbi and the U.S. dollar remained within a narrow band. Since June 2010, the Renminbi has fluctuated against the U.S. dollar, at times significantly and unpredictably. On November 30, 2015, the Executive Board of the International Monetary Fund (IMF) completed the regular five-year review of the basket of currencies that make up the Special Drawing Right, or the SDR, and decided that with effect from October 1, 2016, Renminbi is determined to be a freely usable currency and will be included in the SDR basket as a fifth currency, along with the U.S. dollar, the Euro, the Japanese yen and the British pound. In the fourth quarter of 2016, the Renminbi 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 we cannot assure you that the Renminbi will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the Renminbi and the U.S. dollar in the future. In addition, the People's Bank of China may, from time to time, release policies and measures concerning the foreign exchange market to limit fluctuations in Renminbi exchange rates and for other policy considerations.

A substantial portion of our revenues and costs are denominated in Renminbi, whereas our reporting currency is the U.S. dollar. Any significant depreciation of the Renminbi may materially and adversely affect our revenues, earnings and financial position as reported in U.S. dollars. To the extent that we need to convert U.S. dollars we receive from this offering into Renminbi for our operations, appreciation of the Renminbi against the U.S. dollar would have an adverse effect on the Renminbi amount we would receive from the conversion. Conversely, if we decide to convert our Renminbi into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the Renminbi would have an adverse 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 Renminbi into foreign currency.

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 Renminbi into foreign currencies and, in certain cases, the remittance of currency out of China. We receive a substantial portion of our revenues in Renminbi. Under our current corporate structure, our company in the Cayman Islands relies on dividend payments from our PRC subsidiaries and HK 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 the SAFE by complying with certain procedural requirements. Therefore, our PRC subsidiaries are able to pay dividends in foreign currencies to us without prior approval from the 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 the beneficial owners of our company who are PRC residents. However, approval from or registration with appropriate government authorities is required where the Renminbi is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies, as enterprises shall duly file the cross-border financing contracts according to the Circular of the People's Bank of China on Matters relating to the Macro-prudential Management of Full-covered Cross-border Financing for the Issuance of Foreign Debts by Enterprise, or Circular on Management of Cross-border Financing, effective on January 10, 2017, and any medium or long term loan to be provided by foreign entities to domestic enterprises must be recorded and registered by the National Development and Reform Committee, or the NDRC, according to the Circular on Promoting the Administrative Reform of the Record-filing and Registration System for the Issuance of Foreign Debts by Enterprises, or Circular on Promoting the Administrative Reform, by the NDRC on September 14, 2015.

In light of the flood of capital outflows of China in 2016 due to the weakening Renminbi, the PRC government has imposed more restrictive foreign exchange policies and stepped up scrutiny of major outbound capital movement. More restrictions and substantial vetting process are put in place by the SAFE to regulate cross-border transactions falling under the capital account. The PRC government may at its discretion further restrict access in the future to foreign currencies for current account transactions. If the foreign exchange control

system prevents us from obtaining sufficient foreign currencies to satisfy our foreign currency demands, we may not be able to pay dividends in foreign currencies to our shareholders, including holders of our ADSs.

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

The SAFE promulgated the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents' Offshore Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or SAFE Circular 37, on July 4, 2014. SAFE Circular 37 requires PRC residents to register with the local SAFE branches in connection with their direct establishment or indirect control of any offshore entity, referred to in SAFE Circular 37 as a "special purpose vehicle", 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. SAFE Circular 37 requires further registrations in the event of any significant changes with respect to the special purpose vehicle, such as increase or decrease of capital contributed by PRC individuals, share transfer or exchange, merger, division or other material events. In the event that a PRC shareholder holding interests in a special purpose vehicle fails to fulfill this 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 it may be restricted from contributing additional capital into its PRC subsidiaries. Moreover, failure to comply with the various SAFE registration requirements described above could result in liabilities under PRC law for evasion of foreign exchange controls. According to the Notice on Further Simplifying and Improving Policies for the Foreign Exchange Administration of Direct Investment released on February 13, 2015 by the SAFE, local banks shall examine and handle foreign exchange registration for overseas direct investment, including the initial foreign exchange registration and amendment registration under SAFE Circular 37 since June 1, 2015. Beneficial owners of the special purpose vehicle who are PRC citizens are also required to make annual filing with the local banks regarding their overseas direct investment status.

Certain beneficiary owners of our shares who are PRC residents, including Jiping Liu, have not completed their registration with the SAFE for their beneficial ownership of our shares. Moreover, we do not have control over our beneficial owners and may not be aware of the identities of all of our beneficial owners. We cannot assure you that all of our PRC-resident beneficial owners comply with SAFE Circular 37 and subsequent implementation rules. The failure of our beneficial owners who are PRC residents to register or amend their foreign exchange registrations in a timely manner pursuant to SAFE Circular 37 and subsequent implementation rules, or the failure of future beneficial owners of our company who are PRC residents to comply with the registration procedures set forth in SAFE Circular 37 and subsequent implementation rules, may subject such beneficial owners or our PRC subsidiaries to fines and legal sanctions. Failure to register or comply with relevant requirements may also limit our ability to contribute capital to our PRC subsidiaries and limit our PRC subsidiaries' ability to distribute dividends to us. These risks may have a material adverse effect on our business, financial condition and results of operations.

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.

Among other things, the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A rules, established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. Such regulation requires, among other things, that the Ministry of Commerce of the People's Republic of China, or the MOFCOM, be notified in advance of any change-of-control transaction in which a foreign investor acquires control of a PRC domestic enterprise or a foreign company with substantial PRC operations, if certain thresholds under the Provisions on

Thresholds for Prior Notification of Concentrations of Undertakings, issued by the State Council in 2008, were triggered. Moreover, the Anti-Monopoly Law promulgated by the Standing Committee of the National People's Congress of the PRC, which became effective in 2008 requires that transactions which are deemed concentrations and involve parties with specified turnover thresholds must be cleared by the MOFCOM before they can be completed. In addition, the Notice of the General Office of the State Council on Establishing the Security Review System for Mergers and Acquisitions of Domestic Enterprises by Foreign Investors which became effective in September 2011 require acquisitions by foreign investors of PRC companies engaged in military related or certain other industries that are crucial to national security be subject to security review before consummation of any such acquisition. We may pursue potential strategic acquisitions that are complementary to our business and operations. Complying with the requirements of these regulations to complete such transactions could be time-consuming, and any required approval processes, including obtaining approval or clearance from the MOFCOM, may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share.

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 SAFE Circular 37, PRC residents who participate in share incentive plans in overseas non-publicly-listed companies may submit applications to the SAFE or its local branches for the foreign exchange registration with respect to offshore special purpose companies. In the meantime, our directors, executive officers and other employees who are PRC citizens or who are non-PRC residents residing in the PRC for a continuous period of not less than one year, subject to limited exceptions, and who have been granted incentive share awards by us, may follow the Notices on Issues Concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Publicly-Listed Company, promulgated by the SAFE in 2012, or the 2012 SAFE Notices. Pursuant to the 2012 SAFE Notices, PRC citizens and non-PRC citizens who reside in China for a continuous period of not less than one year who participate in any stock incentive plan of an overseas publicly listed company, subject to a few exceptions, are required to register with the SAFE through a domestic qualified agent, which could be the PRC subsidiaries of such overseas listed company, and complete certain other procedures. In addition, an overseas entrusted institution must be retained to handle matters in connection with the exercise or sale of stock options and the purchase or sale of shares and interests. We and our 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 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 PRC subsidiaries and limit our PRC 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, executive officers and employees under PRC law. See "Regulation — Regulations on Foreign Exchange — Equity Incentive Plans."

The State Administration of Taxation, or SAT, has issued certain circulars concerning employee share options and restricted shares. Under these circulars, our employees working in China who exercise share options or are granted restricted shares will be subject to PRC individual income tax. Our PRC 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 governmental authorities. See "Regulation — Regulations on Foreign Exchange — Equity Incentive Plans."

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 our employees up to a maximum amount specified by the local government from time to time at locations where we operate our businesses. The requirement of employee benefit plans has not been implemented consistently by the local governments in China given the different levels of economic development in different locations. We have not made adequate employee benefit payments. 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.

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

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

We believe none of our entities outside of China is 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. As a majority of our management members are based in China, it remains unclear how the tax residency rule will apply to our case. If the PRC tax authorities determine that iClick Interactive Asia Group Limited or any of our subsidiaries outside of China is a PRC resident enterprise for PRC enterprise income tax purposes, then iClick Interactive Asia Group Limited or such subsidiary could be subject to PRC tax at a rate of 25% on its world-wide income, which could materially reduce our net income. In addition, we will also be subject to PRC enterprise income tax reporting obligations. Furthermore, income and any gains realized in respect to our ordinary shares or ADSs may be deemed by the PRC tax authorities as income or gain, as the case may be, arising from sources within the PRC, as described immediately below.

You may be subject to PRC income tax on dividends from us or on any gain realized on the transfer of our ordinary shares.

Under the EIT Law and its implementation rules, subject to any applicable tax treaty or similar arrangement between the PRC and our shareholders' jurisdictions of residence that provide for a different income tax arrangement, PRC withholding tax at the rate of 10% is generally applicable to dividends from PRC sources paid to shareholders that are non-PRC resident enterprises, which do not have an establishment or place of business in the PRC, or which have such establishment or place of business but the relevant income is not effectively connected with the establishment or place of business. Any gain realized on the transfer of shares by such shareholders is subject to 10% PRC income tax if such gain is regarded as income derived from sources within the PRC unless a treaty or similar arrangement otherwise provides. Under the PRC Individual Income Tax Law and its implementation rules, dividends from sources within the PRC paid to foreign individual investors who are not PRC residents are generally subject to a PRC withholding tax at a rate of 20% and gains from PRC sources realized by such investors on the transfer of shares are generally subject to 20% PRC income tax, in each case, subject to any reduction or exemption set forth in applicable tax treaties and PRC laws.

As described in the preceding risk factor, there is a risk that we will be treated by the PRC tax authorities as a PRC tax resident enterprise. In that case, dividend income and gains from sales of our shares or ADSs may be treated as PRC source income or gains subject to the PRC taxes described above.

If PRC income tax is imposed on gains realized on the transfer of our ordinary shares or ADSs or on dividends paid to our non-resident shareholders or ADS holders, the value of your investment in our ordinary shares or ADSs may be materially and adversely affected. Furthermore, our shareholders or ADS holders whose jurisdictions of residence have tax treaties or arrangements with China may not qualify for benefits under such tax treaties or arrangements.

Value-added tax, or VAT, is imposed to replace the business tax, which could result in unfavorable tax consequences to us.

The Ministry of Finance and the SAT promulgated the Circular on the Inclusion of the Railway Transportation Industry and Postal Service Industry in the Pilot Collection of Value-added Tax to Replace Business Tax, or Circular 106. Pursuant to Circular 106, starting from January 1, 2014, a VAT rate of 6% applies to revenue derived from the provision of express delivery services, and a VAT rate of 11% applies to revenue derived from provision of transportation services, which is higher than the previously applicable 5% and 3% business tax rate. In 2016, the Ministry of Finance and the SAT promulgated the Circular on Comprehensively Promoting the Pilot Program of the Collection of Value-added Tax to Replace Business Tax, or Circular 36. Circular 36 took effect as of May 1, 2016 and superseded Circular 106 on the same date. Circular 36 expanded the application of VAT in replacement business tax to enterprises engaging in the building industry, the real estate industry, the financial industry and the life service industry on a nationwide basis. According to Circular 36, the VAT rates applicable to revenue derived from the provision of express delivery services and revenue derived from provision of transportation services remain the same (6% and 11% respectively) as those under Circular 106. Although a taxpayer is allowed to offset the qualified input VAT paid on taxable purchases against the output VAT chargeable on the revenue from services provided, our effective tax rate could be higher. The replacement of the business tax with a VAT on our services could result in unfavorable tax consequences to us. See "Regulation — Regulations on Tax — Value Added Tax."

We may not be able to obtain certain benefits under relevant tax treaty on dividends paid by our PRC subsidiaries to us through our Hong Kong subsidiaries.

We are an exempted limited liability company, used as holding company, incorporated under the laws of the Cayman Islands and as such rely on dividends and other distributions on equity from our PRC subsidiaries, as paid to us through our Hong Kong subsidiaries, to satisfy part of our liquidity requirements. Pursuant to the PRC

Enterprise Income Tax Law, a withholding tax rate of 10% currently applies to dividends paid by a PRC "resident enterprise" to a foreign enterprise investor, unless any such foreign investor's jurisdiction of incorporation has a tax treaty with China that provides for preferential tax treatment. 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, or the Double Tax Avoidance Arrangement, and Circular 81 issued by the State Administration of Taxation, such withholding tax rate may be lowered to 5% if the PRC enterprise is at least 25% held by a Hong Kong enterprise throughout the 12 months prior to distribution of the dividends and is determined by the relevant PRC tax authority to have satisfied other requirements. Furthermore, under the Administrative Measures for Non-Resident Enterprises to Enjoy Treatments under Tax Treaties, which became effective in August 2015, the non-resident enterprises shall determine whether they are qualified for preferential tax treatment under the tax treaties and file relevant reports and materials with the tax authorities. There are also other conditions for benefiting from the reduced withholding tax rate according to other relevant tax rules and regulations. See "Taxation — People's Republic of China Taxation." We cannot assure you that our determination regarding our Hong Kong subsidiaries' qualification to benefit from the preferential tax treatment will not be challenged by the relevant PRC tax authority or that we will be able to complete the necessary filings with the relevant PRC tax authority and benefit from the preferential withholding tax rate of 5% under the Double Taxation Avoidance Arrangement with respect to dividends to be paid by our PRC subsidiaries to our Hong Kong subsidiaries.

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

Pursuant to the Notice on Strengthening Administration of Enterprise Income Tax for Share Transfers by Non-PRC Resident Enterprises, or SAT Circular 698, issued by the SAT in 2009 with retroactive effect from January 1, 2008, 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, and such overseas holding company is located in a tax jurisdiction that: (a) has an effective tax rate less than 12.5% or (b) does not tax foreign income of its residents, the non-resident enterprise, being the transferor, shall report to the competent tax authority of the PRC resident enterprise this Indirect Transfer.

On February 3, 2015, the SAT issued a Public Notice Regarding Certain Corporate Income Tax Matters on Indirect Transfer of Properties by Non-Resident Enterprises, or SAT Public Notice 7. SAT Public Notice 7 supersedes the rules with respect to the Indirect Transfer under SAT Circular 698, but does not touch upon the other provisions of SAT Circular 698, which remain in force. SAT Public Notice 7 has introduced a new tax regime that is significantly different from the previous one under SAT Circular 698 (Article V and Article VI). SAT Public Notice 7 extends its tax jurisdiction to not only Indirect Transfers set forth under SAT Circular 698 but also transactions involving transfer of other taxable assets through offshore transfer of a foreign intermediate holding company. In addition, SAT Public Notice 7 provides clearer criteria than SAT Circular 698 for assessment of reasonable commercial purposes and has introduced safe harbors for internal group restructurings and the purchase and sale of equity through a public securities market. SAT Public Notice 7 also brings challenges to both foreign transferor and transferee (or other person who is obligated to pay for the transfer) of taxable assets. Where a non-resident enterprise transfers taxable assets indirectly by disposing of the equity interests of an overseas holding company (other than by way of sale of equity securities traded on a public market), which is an Indirect Transfer, the non-resident enterprise as either transferor or transferee, or the PRC entity that directly owns the taxable assets, may report such Indirect Transfer to the relevant tax authority. Using a "substance over form" principle, the PRC tax authority may disregard the existence of the overseas holding company if it lacks a reasonable commercial purpose and was established for the purpose of reducing, avoiding or deferring PRC tax. As a result, gains derived from such Indirect Transfer may be subject to PRC enterprise income tax, and will the applicable taxes be withheld from payments to the transferor, currently at a rate of 10%. Both the transferor and the PRC entity that directly owns the taxable assets, or the withhold agent, may be subject to penalties under PRC tax laws if the withhold agent fails to withhold the taxes and the transferor fails to pay the taxes.

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

The audit report included in this prospectus has been issued by auditors whose work, in part, is outside the scope of inspection by the PCAOB and, as such, you may be deprived of the benefits of such inspection with respect to such work.

Our independent registered public accounting firm that issues the audit reports included in this prospectus, as an auditor of companies that are traded publicly in the United States and a firm registered with the PCAOB, is required by the laws of the United States to undergo regular inspections by the PCAOB to assess its compliance with the laws of the United States and professional standards. The PCAOB is currently unable to inspect the audit work of our independent registered public accounting firm with respect to our operations in mainland China without the approval of certain 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 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 Ministry of Finance in the United States and the PRC, respectively. PCAOB continues to be in discussions with the CSRC and the Ministry of Finance to permit joint inspections in the PRC of audit firms that are registered with PCAOB and audit US listed Chinese companies.

Inspections of audit firms that the PCAOB has conducted outside mainland China have identified deficiencies in those firms' audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. The PCAOB's current inability to conduct inspections in mainland China prevents the PCAOB from regularly evaluating our auditor's audit procedures and quality control procedures as they relate to our operations in mainland China, where our revenues are derived. As a result, investors may be deprived of the benefits of such regular PCAOB inspections and may lose confidence in our reported financial information and the quality of our financial statements.

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

In late 2012, the SEC commenced administrative proceedings under Rule 102(e) of its Rules of Practice and also under the Sarbanes-Oxley Act against the Chinese affiliates of the "big four" accounting firms (including our auditors). The Rule 102(e) proceedings initiated by the SEC relate to these firms' inability to produce documents, including audit work papers, in response to the request of the SEC pursuant to Section 106 of the Sarbanes-Oxley Act, as the auditors located in the PRC are not in a position lawfully to produce documents directly to the SEC because of restrictions under PRC law and specific directives issued by the China Securities Regulatory Commission, or the CSRC. The issues raised by the proceedings are not specific to our auditors or to us, but affect equally all audit firms based in China and all China-based businesses with securities listed in the United States.

Risks Related to This Offering and Our American Depositary Shares

An active trading market for our ordinary shares or our ADSs may not develop and the trading price for our ADSs may fluctuate significantly, you may not be able to resell the ADSs at or above the public offering price.

We expect to list our ADSs on the [NASDAQ Global Market/NYSE]. We have no current intention to seek a listing for our ordinary shares on any stock exchange. Prior to the completion of this offering, there has been no public market for our ADSs or our ordinary shares, and we cannot assure you that a liquid public market for our ADSs will develop. If an active public market for our ADSs does not develop following the completion of this offering, the market price and liquidity of our ADSs may be materially and adversely affected. The initial public offering price for our ADSs will be determined by negotiation between us and the underwriters based upon several factors. We can provide no assurance that the trading price of our ADSs after this offering will not decline below the initial public offering price. As a result, investors in our securities may experience a significant decrease in the value of their ADSs.

The market price for our ADSs may be volatile.

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

- regulatory developments affecting us, our customers and end marketers, or our industry;
- conditions in the online marketing industry;
- fluctuation of our results of operations from quarter to quarter due to seasonality in online marketing business, which may be affected by the online spending cycles of consumers and marketers' practices in marketing budget allocation;
- announcements of studies and reports relating to the quality of our solutions and service offerings or those of our competitors;
- changes in the economic performance or market valuations of other providers of online marketing solutions;
- actual or anticipated fluctuations in our quarterly results of operations and changes in or revisions to our expected results;
- changes in financial estimates by securities research analysts;
- announcements by us or our competitors of new product and service offerings, acquisitions, strategic relationships, joint ventures or capital commitments;

- additions to or departures of our senior management;
- detrimental negative publicity about us, our management or our industry;
- fluctuations of exchange rates between Renminbi and the U.S. dollar;
- release or expiry of lock-up or other transfer restrictions on our outstanding ordinary shares or ADSs; and
- sales or perceived potential sales of additional ordinary shares or ADSs.

Any of these factors may result in large and sudden changes in the volume and price at which our ADSs will trade.

In the past, shareholders of public companies have often brought securities class action suits against those companies following periods of instability in the market price of their securities. If we 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 and require us to incur significant expenses to defend the suit, which could harm our results of operations. Any such class action suit, whether or not successful, could harm our reputation and restrict our ability to raise capital in the future. In addition, if a claim is successfully made against us, we may be required to pay significant damages, which could have a material adverse effect on our financial condition and results of operations.

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

We plan to use the net proceeds from this offering primarily for the following purposes: US$ in research and development and big data deep learning capabilities and capacities; US$ in the development and expansion of our suite of solutions and service offerings; and US$ in sales and marketing activities to attract, in particular, more customers to use our solutions on a self-serve basis, and customers from additional industry verticals and geographic markets. We also plan to use US$ in investment, acquisition and business collaboration opportunities that complement or enhance our existing operations and are strategically beneficial to our long-term goals, although we have no present commitments or agreements to enter into any investment, acquisition or business collaboration. We will use the remaining portion of the net proceeds we receive from this offering for general corporate purposes. See "Use of Proceeds." However, 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 may be placed in investments that do not produce income or that lose value.

Certain existing shareholders have substantial influence over our company and their interests may not be aligned with the interests of our other shareholders.

Our directors and officers will collectively own an aggregate of % of the total voting power of our outstanding ordinary shares immediately upon completion of this offering, assuming the underwriters do not exercise their over-allotment option. As a result, they have substantial influence over our business, including significant corporate actions such as mergers, consolidations, sales of all or substantially all of our assets, election of directors and other significant corporate actions.

They may take actions that are not in the best interest of us or our other shareholders. This concentration of ownership may discourage, delay or prevent a change in control of our company, which could deprive our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and may reduce the price of the ADSs. These actions may be taken even if they are opposed by our other shareholders,

including those who purchase ADSs in this offering. In addition, the significant concentration of share ownership may adversely affect the trading price of the ADSs due to investors' perception that conflicts of interest may exist or arise. For more information regarding our principal shareholders and their affiliated entities, see "Principal Shareholders."

We have granted, and may continue to grant, share incentives, which may result in increased share based compensation expenses.

We adopted our stock option plan in 2010 for the purpose of granting share based compensation awards to employees, directors and advisors to incentivize their performance and align their interests with ours. We account for compensation costs for all share options using a fair-value based method and recognize expenses in our consolidated statements of comprehensive income in accordance with U.S. GAAP. Under our stock option plan, the maximum aggregate number of ordinary shares which may be issued pursuant to all awards under the plan is 2,398,137. As of the date of this prospectus, options to purchase 1,791,606 ordinary shares have been granted and outstanding. 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 them 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.

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 cover us downgrade our ADSs or publish 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.

The sale or availability for sale of substantial amounts of our ADSs could adversely affect their market price.

Sales of substantial amounts of our ADSs in the public market after the completion of this offering, or the perception that these sales could occur, could adversely affect the market price of our ADSs and could materially impair our ability to raise capital through equity offerings in the future. The ADSs sold in this offering will be freely tradable without restriction or further registration under the Securities Act, and shares held by our existing shareholders may also be sold in the public market in the future subject to the restrictions in Rule 144 and Rule 701 under the Securities Act and the applicable lock-up agreements. There will be ADSs (representing ordinary shares) outstanding immediately after this offering, or ADSs (representing ordinary shares) if the underwriters exercise their over-allotment option in full.

In connection with this offering, we, our directors and officers and our existing shareholders have agreed not to sell any ordinary shares or ADSs for 180 days after the date of this prospectus without the prior written consent of the underwriters, subject to certain exceptions. However, the underwriters may release these securities from these restrictions at any time, subject to applicable regulations of the Financial Industry Regulatory Authority, Inc. We cannot predict what effect, if any, market sales of securities held by our significant shareholders or any other shareholder or the availability of these securities for future sale will have on the market price of our ADSs. See "Underwriting" and "Shares Eligible for Future Sale" for a more detailed description of the restrictions on selling our securities after this offering.

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

We currently intend to retain most, if not all, of our available funds and any future earnings after this offering to fund the development and growth of our business. As a result, we do not expect to pay any cash

dividends in the foreseeable future. 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 certain restrictions under Cayman Islands law, namely that our company may only pay dividends out of profits or share premium, and provided always that in no circumstances may a dividend be paid if this would result in our company being unable to pay its debts as they fall due in the ordinary course of business. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our board of directors. 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.

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

The M&A rules 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. The interpretation and application of the regulations remain unclear, and this offering may ultimately require approval from the CSRC. If CSRC approval is required, it is uncertain whether it would be possible for us to obtain the approval and any failure to obtain or delay in obtaining CSRC approval for this offering would subject us to sanctions imposed by the CSRC and other PRC regulatory agencies.

Our PRC counsel, Jingtian & Gongcheng, has advised us based on their understanding of the current PRC law, rules and regulations that the CSRC's approval is not required for the listing and trading of our ADSs on the [NASDAQ Global Market/NYSE] 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 governmental 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 PRC subsidiaries, or other actions that could have a material and adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs. The CSRC or other PRC regulatory agencies may also take actions requiring us, or making it advisable for us, to halt this offering before the settlement and delivery of the ADSs that we are offering. Consequently, if you engage in market trading or other activities in anticipation of and prior to the settlement and delivery of the ADSs we are offering, you would be doing so at the risk that the settlement and delivery may not occur. In addition, if the

CSRC or other regulatory agencies later promulgate new rules or explanations requiring that we obtain their approvals for this offering, we may be unable to obtain a waiver of such approval requirements, if and when procedures are established to obtain such a waiver. Any uncertainties and/or negative publicity regarding such approval requirement could have a material adverse effect on the trading price of the ADSs.

The post-offering amended and restated 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 ordinary shares and ADSs.

We expect to adopt, subject to the approval by our 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 amended and restated memorandum and articles of association will contain certain provisions that could limit the ability of others to acquire control of our company, including a provision that grants authority to our board of directors to establish 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 and ADSs holders of the opportunity to sell their shares or ADSs 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.

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

As a Cayman Islands company listed on the [NASDAQ Global Market/NYSE], we are subject to the [NASDAQ corporate governance requirements/NYSE corporate governance listing standards]. However, [NASDAQ Global Market/ NYSE] 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 corporate governance requirements/NYSE corporate governance listing standards]. Upon the completion of this offering, we will follow our home country practices and rely on certain exemptions provided by the [Nasdaq Stock Market Rules]/[Corporate Governance Rules of the New York Stock Exchange] to a foreign private issuer, including exemptions from the requirements to have:

- majority of independent directors on our board of directors;
- only independent directors being involved in the selection of director nominees and determination of executive officer compensation; and
- regularly scheduled executive sessions of independent directors.

As a result of our reliance on the corporate governance exemptions available to foreign private issuers, you will not have the same protection afforded to shareholders of companies that are subject to all of [Nasdaq]/[NYSE]'s corporate governance requirements.

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

We are an exempted limited liability company incorporated under the laws of the Cayman Islands. Our corporate affairs are governed by our memorandum and articles of association, the Companies Law (2016 Revision) of the Cayman Islands and the common law of the Cayman Islands. The rights of shareholders to take action against the directors, actions by minority shareholders and the fiduciary duties of our directors to us under

Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from the common law of England, the decisions of whose courts are of persuasive authority, but are not binding, on a court in the Cayman Islands. The rights of our shareholders and the fiduciary duties of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, the Cayman Islands has a less developed body of securities laws than the United States. Some U.S. states, such as Delaware, have more fully developed and judicially interpreted bodies of corporate law than the Cayman Islands. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action in a federal court of the United States.

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

As a result of all of the above, our public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as public shareholders of a company incorporated in the United States. For a discussion of significant differences between the provisions of the Companies Law (2016 Revision) of the Cayman Islands and the laws applicable to companies incorporated in the United States and their shareholders, see “Description of Share Capital — Differences in Corporate Law.”

Certain judgments obtained against us, our directors or officers by our shareholders may not be enforceable.

We are an exempted limited liability company incorporated under the laws of the Cayman Islands. We conduct substantially all of our operations in China and substantially all of our assets are located in China. In addition, a majority of our directors and executive officers 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 effect service of process within the United States upon these individuals, or to bring an action against us or against these individuals in the United States in the event that you believe 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.”

The voting rights of holders of ADSs are limited by the terms of the deposit agreement, and you may not be able to exercise your right to vote your ordinary shares.

As a holder of our ADSs, you will only be able to exercise the voting rights with respect to the underlying ordinary shares in accordance with the provisions of the deposit agreement. Under the deposit agreement, you must vote by giving voting instructions to the depositary. If we ask for your instructions, then upon receipt of your voting instructions, the depositary will try to vote the underlying ordinary shares in accordance with these instructions. If we do not instruct the depositary to ask for your instructions, the depositary may still vote in accordance with instructions you give, but it is not required to do so. You will not be able to directly exercise your right to vote with respect to the underlying shares unless you withdraw the shares. When a general meeting is convened, you may not receive sufficient advance notice to withdraw the shares underlying your ADSs to allow you to vote with respect to any specific matter. If we ask for your instructions, the depositary will notify you of the upcoming vote and will arrange to deliver our voting materials to you. We have agreed to give the depositary at least 30 days’ prior notice of shareholder meetings. Nevertheless, we cannot assure you that you

will receive the voting materials in time to ensure that you can instruct the depositary to vote your shares. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for their manner of carrying out your voting instructions. This means that you may not be able to exercise your right to vote and you may have no legal remedy if the shares underlying your ADSs are not voted as you requested.

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

Under the deposit agreement for our ADSs, the depositary will give us (or our nominee) a discretionary proxy to vote our ordinary shares underlying your ADSs at shareholders' meetings if you do not give voting instructions to the depositary as to how to vote the ordinary shares underlying your ADSs at any particular shareholders' meeting, unless:

- we have failed to timely provide the depositary with our notice of meeting and related voting materials;
- 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
- voting at the meeting is made on a show of hands.

The effect of this discretionary proxy is that, if you fail to give voting instructions to the depositary as to how to vote the ordinary shares underlying your ADSs at any particular shareholders' meeting, you cannot prevent our ordinary shares underlying your ADSs from being voted at that meeting, absent the situations described above, and it may make it more difficult for shareholders to influence our management. Holders of our ordinary shares are not subject to this discretionary proxy.

Your rights to pursue claims against the depositary as a holder of ADSs are limited by the terms of the deposit agreement and the deposit agreement may be amended or terminated without your consent.

Under the deposit agreement, any action or proceeding against or involving the depositary, arising out of or based upon the deposit agreement or the transactions contemplated thereby or by virtue of owning the ADSs may only be instituted in a state or federal court in New York, New York, and you, as a holder of our ADSs, will have irrevocably waived any objection which you may have to the laying of venue of any such proceeding, and irrevocably submitted to the exclusive jurisdiction of such courts in any such action or proceeding. However, the depositary may, in its sole discretion, require that any dispute or difference arising from the relationship created by the deposit agreement be referred to and finally settled by an arbitration conducted under the terms described in the deposit agreement. Also, 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. See "Description of American Depositary Shares" for more information.

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 such rights available to you in the United States unless we register both the rights and the securities to which the rights relate under the Securities Act or an exemption from the registration requirements is available. Under the deposit agreement, the depositary will not make rights available to you unless both the rights and the underlying securities to be distributed to ADS holders are either registered under the Securities Act or exempt from registration under the Securities Act. We are under no obligation to file a

registration statement with respect to any such rights or securities or to endeavor to cause such a registration statement to be declared effective and we may not be able to establish a necessary exemption from registration under the Securities Act. Accordingly, you may be unable to participate in our rights offerings in the future and may experience dilution in your holdings.

You may not receive dividends or other distributions on our ordinary shares and you may not receive any value for them, if it is illegal or impractical to make them available to you.

The depositary of our ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian receives on ordinary shares or other deposited securities underlying our ADSs, after deducting its fees and expenses. You will receive these distributions in proportion to the number of ordinary shares your ADSs represent. However, the depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any holders of ADSs. For example, it would be unlawful to make a distribution to a holder of ADSs if it consists of securities that require registration under the Securities Act but that are not properly registered or distributed under an applicable exemption from registration. The depositary may also determine that it is not feasible to distribute certain property through the mail. Additionally, the value of certain distributions may be less than the cost of mailing them. In these cases, the depositary may determine not to distribute such property. We have no obligation to register under U.S. securities laws any ADSs, ordinary shares, rights or other securities received through such distributions. We also have no obligation to take any other action to permit the distribution of ADSs, ordinary shares, rights or anything else to holders of ADSs. This means that you may not receive distributions we make on our ordinary shares or any value for them if it is illegal or impractical for us to make them available to you. These restrictions may cause a material decline in the value of our ADSs.

Because our initial public offering price is substantially higher than our net tangible book value per ordinary 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 assumed initial public offering price of US$ per ADS, the midpoint of the estimated range of the initial public offering price, and our net tangible book value per ADS of US$ as of December 31, 2016, after giving effect to the net proceeds to us from this offering. In addition, you may experience further dilution to the extent that our ordinary shares are issued upon the exercise of any share options. See “Dilution” for a more complete description of how the value of your investment in our ADSs will be diluted upon completion of this offering.

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.

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/NYSE]. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

We are an emerging growth company within the meaning of the Securities Act and may take advantage of certain reduced reporting requirements. However, such reduced reporting requirements may make our ADSs less attractive to investors.

We are an emerging growth company, as defined in the JOBS Act, and we may take advantage of certain exemptions from 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. We cannot predict if investors will find our ADSs less attractive because we may rely on these exemptions. If some investors find our ADSs less attractive as a result, there may be a less active trading market for our ADSs and our stock price may be more volatile.

We may lose our foreign private issuer status in the future, which could result in significant additional cost and expense.

The determination of our status as a foreign private issuer is made annually on the last business day of our most recently completed second fiscal quarter. If we were to lose our foreign private issuer status, the regulatory and compliance costs to us under U.S. securities laws as a U.S. domestic issuer may be significantly higher. We may also be required to modify certain of our policies to comply with corporate governance practices associated with U.S. domestic issuers, which would involve additional costs.

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

We will incur additional legal, accounting and other expenses as a public reporting company, particularly after we cease to qualify as an emerging growth company, which occurs on the earliest of (a) the last day of the fiscal year during which we have total annual gross revenues of at least US$1.07 billion; (b) the last day of our fiscal year following the fifth anniversary of the completion of this offering; (c) the date on which we have, during the preceding three-year period, issued more than US$1.0 billion in non-convertible debt; or (d) the date on which we are deemed to be a “large accelerated filer” under the 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. For example, we will be required to comply with additional requirements of the rules and regulations of the SEC and requirements of the [NASDAQ Global Market/NYSE], including applicable corporate governance practices. In addition, after we cease to qualify as an emerging growth company, we will be required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002. We expect that compliance with these requirements will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. We also expect that our management and other personnel will need to divert attention from operational and other business matters to devote substantial time to these public company requirements. We cannot predict or estimate the amount of additional costs we may incur as a result of becoming a public company or the timing of such costs.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs and making some activities more time-consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may also initiate legal proceedings against us and our business may be adversely affected.

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

A non-U.S corporation will be a "passive foreign investment company," or "PFIC," if, in any particular taxable year, either (a) 75% or more of our gross income for such year consists of certain types of "passive" income or (b) 50% or more of the average quarterly value of our assets (as determined on the basis of fair market value) during such year produce or are held for the production of passive income (the "asset test"). Although the law in this regard is unclear, we intend to treat our consolidated variable interest entity as being owned by us for United States federal income tax purposes, not only because we exercise effective control over the operation of such entities but also because we are entitled to substantially all of their economic benefits, and, as a result, we consolidate their results of operations in our consolidated financial statements. Assuming that we are the owner of our consolidated variable interest entity for United States federal income tax purposes, and based upon our current and expected income and assets, including goodwill, (taking into account the expected proceeds from this offering) and projections as to the value of our ADSs and ordinary shares following the offering, we do not presently expect to be a PFIC for the current taxable year or the foreseeable future.

While we do not expect to become a PFIC, because the value of our assets for purposes of the asset test may be determined by reference to the market price of our ADSs or ordinary shares, fluctuations in the market price of our ADSs or ordinary shares may cause us to become a PFIC for the current or subsequent taxable years. The determination of whether we will be or become a PFIC will also depend, in part, on the composition of our income and assets, which may be affected by how, and how quickly, we use our liquid assets and the cash raised in this offering. If we determine not to deploy significant amounts of cash for active purposes or if it were determined that we do not own the stock of our consolidated variable interest entity for United States federal income tax purposes, our risk of being a PFIC may substantially increase. Because there are uncertainties in the application of the relevant rules and PFIC status is a factual determination made annually after the close of each taxable year, there can be no assurance that we will not be a PFIC for the current taxable year or any future taxable year.

If we are a PFIC in any taxable year, a U.S. holder (as defined in "Taxation — United States Federal Income Tax Considerations") may incur significantly increased United States income tax on gain recognized on the sale or other disposition of the ADSs or ordinary shares and on the receipt of distributions on the ADSs or ordinary shares to the extent such gain or distribution is treated as an "excess distribution" under the United States federal income tax rules and such holder may be subject to burdensome reporting requirements. Further, if we are a PFIC for any year during which a U.S. holder holds our ADSs or ordinary shares, we generally will continue to be treated as a PFIC for all succeeding years during which such U.S. holder holds our ADSs or ordinary shares. For more information see "Taxation — United States Federal Income Tax Considerations — Passive Foreign Investment Company Rules."]

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND INDUSTRY DATA

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," "Business" and "Regulation." 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 condition and results of operations;
- the expected growth of online marketing industry, including online marketing technology industry in China;
- our expectations regarding demand for and market acceptance of our products and services;
- our expectations regarding our customers and end marketers;
- our plans to invest in our platform, solutions, data analytics capabilities, technology and technology infrastructure;
- our relationships with our content distribution channel partners;
- competition in our industry;
- general economic and business condition in China and elsewhere; 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. 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 thoroughly read this prospectus and the documents that we refer to herein 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 including industry data and information from Frost & Sullivan. Data and information in these publications also include projections based on a number of assumptions. China's online marketing industry, including online marketing technology industry and independent online marketing technology industry, may not grow at the rate projected by market data, or at all. Failure of these industries 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 new and rapidly changing nature of China's online marketing industry, including online marketing technology industry, and independent online marketing technology industry may result in significant uncertainties for any projections or estimates relating to the growth prospects or future condition of our industry. 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.

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering of approximately US$ million, or approximately US$ million if the underwriters exercise their option to purchase additional ADSs in full, after deducting underwriting discounts and commissions and the estimated offering expenses payable by us. These estimates are based upon an assumed initial offering price of US$ per ADS, the midpoint of the range shown on the front cover page of this prospectus. A US$1.00 change in the assumed initial public offering price of US$ per ADS would, in the case of an increase, increase and, in the case of a decrease, decrease the net proceeds of this offering by US$ million, or approximately US$ million if the underwriters exercise their option to purchase additional ADSs in full, assuming the sale of ADSs at US$ per ADS, the midpoint of the range shown on the front cover page of this prospectus and after deducting underwriting discounts and commissions and the estimated offering expenses payable by us.

The primary purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our ADSs, retain talented employees by providing them with equity incentives and enable access to the public equity markets for us and our shareholders. We plan to use the net proceeds of this offering for the following purposes:

- US$ in research and development;
- US$ in the development and expansion of our suite of solutions and service offerings; and
- US$ in sales and marketing.

We plan to use the remaining portion of the net proceeds for general corporate purposes and in investment, acquisition and business collaboration opportunities that complement or enhance our existing operations and are strategically beneficial to our long-term goals, although we have no present commitments or agreements to enter into any investment, acquisition or business collaboration.

The foregoing represents our current intentions based upon our present plans and business conditions to use and allocate the net proceeds of this offering. Our management, however, will have significant flexibility and discretion to apply the net proceeds of this offering. If an unforeseen event occurs or business conditions change, we may use the proceeds of this offering differently than as described in this prospectus. See “Risk Factors — Risks 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 such use may not produce income or increase our ADS price.”

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

DIVIDEND POLICY

We have not previously declared or paid cash dividends and we do not currently plan to declare or pay any dividends in the near future on our shares or ADSs. We currently intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business. However, we may consider a dividend payout in the future with a payout ratio consistent with the online marketing sector.

We are an exempted limited liability company, used as a holding company incorporated in the Cayman Islands. We rely principally on dividends from our PRC subsidiaries, VIE and its subsidiary for our cash requirements, including any payment of dividends to our shareholders. PRC regulations may restrict the ability of our PRC subsidiaries to pay dividends to us. See "Risk Factors — Risks Related to Doing Business in China — We 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 adverse effect on our ability to conduct our business."

Our board of directors has discretion as to whether to distribute dividends, subject to applicable laws. In addition, our shareholders may, by ordinary resolution, declare a dividend, but no dividend may exceed the amount recommended by our directors. 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 as they fall 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. If we pay any dividends, we will pay our ADS holders to the same extent as holders of our ordinary shares, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See "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 December 31, 2016:

- on an actual basis;
- on a pro forma basis to reflect the automatic conversion of all our preferred shares into 9,525,757 ordinary shares on a one-for-one basis upon the completion of the offering; and
- on a pro forma as adjusted basis to reflect (1) the automatic conversion of all of our outstanding preferred shares into 9,525,757 ordinary shares on a one-for-one basis immediately upon the completion of this offering; and (2) the sale of ordinary shares in the form of ADSs by us in this offering at an assumed initial public offering price of US$ per ADS, the mid-point of the estimated range of the initial public offering price shown on the front cover of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us assuming no exercise of the underwriters' option to purchase additional ADSs.

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."

	December 31, 2016		
	Actual	Pro Forma	Pro Forma as Adjusted(1)
	(US$ in thousands)		
Mezzanine equity:			
Series A convertible redeemable preferred shares (US$0.001 par value; 2,500,000 shares authorized as of December 31, 2015 and 2016, respectively; 2,476,190 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	5,597	—	
Series B convertible redeemable preferred shares (US$0.001 par value; 3,000,000 shares authorized as of December 31, 2015 and 2016, respectively; 1,889,249 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	9,807	—	
Series C convertible redeemable preferred shares (US$0.001 par value; 1,650,000 shares authorized as of December 31, 2015 and 2016, respectively; 1,599,186 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	10,733	—	
Series D convertible redeemable preferred shares (US$0.001 par value; 4,500,000 shares authorized as of December 31, 2015 and 2016, respectively; 2,493,018 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	43,956	—	
Series E convertible redeemable preferred shares (US$0.001 par value; 1,200,000 shares authorized as of December 31, 2016; 1,068,114 shares issued and outstanding as of December 31, 2016)	18,845	—	
Redeemable ordinary shares (US$0.001 par value; 742,320 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	15,445	—	
Shareholders' deficit:			
Ordinary shares (US$0.001 par value; 38,350,000 and 37,150,000 shares authorized as of December 31, 2015 and 2016, respectively; 14,465,124 and 14,970,029 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	14	24	
Treasury shares (1,293,364 and 788,459 shares as of December 31, 2015 and 2016, respectively)	(2,468)	(2,468)	

	December 31, 2016		
	Actual	Pro Forma	Pro Forma as Adjusted(1)
	(US$ in thousands)		
Additional paid-in capital(2)	65,687	230,944	
Statutory reserves	81	81	
Accumulated other comprehensive losses	(3,241)	(3,241)	
Accumulated deficit	(124,385)	(124,385)	
Total shareholders' (deficit)/equity	(64,312)	100,955	
Total mezzanine equity and shareholders' (deficit)/equity	40,071	100,955	

(1) The as adjusted information discussed above is illustrative only. Our additional paid-in capital, total shareholders' deficit and total mezzanine equity and shareholders' deficit following the completion of this offering are subject to adjustment based on the actual initial public offering price and other terms of this offering determined at pricing.

(2) Assuming the number of ADSs offered by us as set forth on the cover page of this prospectus remains the same, and after deduction of underwriting discounts and commissions and the estimated offering expenses payable by us, 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 each of additional paid-in capital, total shareholders' deficit and total mezzanine equity and shareholders' deficit by US$ million.

DILUTION

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

Our net tangible book value as of December 31, 2016 was approximately US$25.3 million, or US$1.9 per ordinary share as of that date, and US$ per ADS. Net tangible book value represents the amount of our total consolidated assets, less the amount of our intangible assets and total consolidated liabilities. Pro forma net tangible book value per ordinary share is calculated after giving effect to the automatic conversion of all of our issued and outstanding convertible preferred shares. Pro forma as adjusted net tangible book value per ordinary share is calculated after giving effect to the automatic conversion of all our issued and outstanding convertible preferred shares and the issuance of ordinary shares in the form of ADS by us in this offering. Dilution is determined by subtracting pro forma as adjusted net tangible book value per ordinary share from the public offering price per ordinary share.

Without taking into account any other changes in net tangible book value after December 31, 2016, other than to give effect to (i) the automatic conversion of all of our issued and outstanding convertible preferred shares into 9,525,757 ordinary shares concurrently with the completion of this offering and (ii) the issuance and sale by us of ordinary shares in the form of ADSs in this offering at an assumed initial public offering price of US$ per ADS (the mid-point of the estimated initial public offering price range shown on the cover page of this prospectus) after deduction of the estimated underwriting discounts and commissions and estimated offering expenses payable by us and assuming the over-allotment option is not exercised, our pro forma as adjusted net tangible book value as of December 31, 2016 would have been US$ million, or US$ per outstanding ordinary share and US$ per ADS. This represents an immediate increase in pro forma net tangible book value of US$ per ordinary share and US$ per ADS to the existing shareholders and an immediate dilution in net tangible book value of US$ per ordinary share and US$ per ADS to investors purchasing ADSs in this offering. The following table illustrates such dilution:

	Per ordinary share	Per ADS
	US$	
Assumed initial public offering price		
Actual net tangible book value per ordinary share as of December 31, 2016	1.9	
Pro forma net tangible book value per ordinary share after giving effect to the automatic conversion of all of our issued and outstanding convertible preferred shares into ordinary shares		
Pro forma as adjusted net tangible book value per ordinary share after giving effect to (i) the automatic conversion of all of our issued and outstanding convertible preferred shares into ordinary shares and (ii) the issuance of ordinary shares in the form of ADSs in this offering		
Dilution in net tangible book value per ordinary share to new investors in the offering		

A US$1.00 increase (decrease) in the assumed initial public offering price of US$ per ADS (the mid-point of the estimated initial public offering price range shown on the cover page of this prospectus) would increase (decrease) our pro forma net tangible book value after giving effect to the offering by US$ million, the pro forma net tangible book value per ordinary share and per ADS after giving effect to the automatic conversion of our convertible preferred shares and 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 the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The following table summarizes, on a pro forma basis as adjusted basis as of December 31, 2016, the differences between existing shareholders, including holders of our convertible preferred shares, and new investors with respect to the number of ordinary shares (in the form of ADSs or ordinary shares) purchased from us, the total consideration paid and the average price per ordinary share/ADS paid before deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. The total number of ordinary shares does not include ordinary shares underlying the ADSs issuable upon the exercise of the option to purchase additional ADSs granted to the underwriters.

	Ordinary Shares Purchased		Total Consideration		Average Price per Ordinary Share	Average Price per ADS
	Number	Percent	Amount	Percent		
	(in thousands of US$, except number of shares and percentages)					
Existing shareholders						
New investors						
Total		100.0%		100.0%		

A US$1.00 increase (decrease) in the assumed public offering price of US$ per ADS (the mid-point of the estimated initial public offering price range shown on the cover page of this prospectus) would increase (decrease) total consideration paid by new investors by US$ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same.

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.

As of the date of this prospectus, there are 1,791,606 ordinary shares issuable upon the exercise of outstanding options to purchase ordinary shares and an additional 337,538 ordinary shares reserved for future issuance under the share option incentive scheme we adopted in 2010, or the 2010 Plan. To the extent that any of the unvested options later vest are exercised to purchase ordinary shares, there will be further dilution to new investors.

Under the 2010 Plan, the maximum number of ordinary shares that may be issued to the beneficiaries is 2,398,137, which have been issued to Arda Holdings Limited, or Arda, as trustee to the beneficiaries of the 2010 Plan. As of the date of this prospectus, options to purchase 2,060,599 ordinary shares were granted under the 2010 Plan, 774,273 of which are not vested, 1,017,333 are fully vested but not exercised, and 268,993 have been exercised. In addition, in December 2016, our board of directors and shareholders authorized the issuance of 1,068,114 ordinary shares to Jian Tang and certain other employees in China upon the fulfillment of certain performance conditions in 2017, and the issuance of 801,086 ordinary shares to Jian Tang and certain other employees in China upon the fulfillment of certain performance conditions in 2018.

EXCHANGE RATE INFORMATION

Our business is primarily conducted in China, and the financial records of our subsidiaries and VIE and VIE's subsidiary in China are maintained in Renminbi, their functional currency. The financial records of our non-PRC subsidiaries are denominated in their respective currencies, including Hong Kong dollar, Singapore dollars or New Taiwan dollars. However, we use the U.S. dollar as our reporting and functional currency; therefore, periodic reports made to shareholders will include current period amounts translated into U.S. dollars using the then-current exchange rates, for the convenience of the readers. The financial information of our subsidiaries in China is first prepared in Renminbi and then translated into the U.S. dollars, and the financial information of our non-PRC subsidiaries is first prepared in their respective currencies, including Hong Kong dollar, Singapore dollars or New Taiwan dollars, and then translated into the U.S. dollars, both at period-end exchange rates as to assets and liabilities and average exchange rates as to revenue and expenses. Capital accounts are translated at their historical exchange rates when the capital transactions occurred. The effects of foreign currency translation adjustments are included as a component of accumulated other comprehensive income in shareholders' equity.

We make no representation that any Renminbi or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or Renminbi, as the case may be, at any particular rate, or at all. The PRC government imposes control over its foreign currency reserves in part through direct regulation of the conversion of Renminbi into foreign exchange and through restrictions on foreign trade. We do not currently engage in currency hedging transactions.

The following table sets forth, for the periods indicated, information concerning exchange rates between the Renminbi and the U.S. dollar based on the exchange rates set forth in the H.10 statistical release of the Federal Reserve Board. These rates are provided solely for your reference and convenience. Unless otherwise stated, all translations of Renminbi into U.S. dollars in this prospectus were made at the rate of RMB6.9430 to US$1.00 and all translations of Hong Kong dollars into U.S. dollars in this prospectus were made at the rate of HK$7.7534 to US$1.00, each being the noon buying rates on December 30, 2016 as set forth in the H.10 statistical release of the U.S. Federal Reserve Board. We make no representation that the Renminbi referred to in this prospectus could have been or could be converted into U.S. dollars at any particular rate or at all. On July 7, 2017, the noon buying rate for Renminbi was RMB6.8039 to US$1.00 as set forth in the H.10 statistical release of the U.S. Federal Reserve Board.

		Certified Exchange Rate		
Period	Period-End	Average(1)	High	Low
2012	6.2301	6.2990	6.2221	6.3879
2013	6.0537	6.1478	6.0537	6.2438
2014	6.2046	6.1620	6.0402	6.2591
2015	6.4778	6.2827	6.1870	6.4896
2016	6.9430	6.6400	6.4480	6.9580
2017				
January	6.8768	6.8907	6.8360	6.9575
February	6.8665	6.8694	6.8517	6.8821
March	6.8832	6.8940	6.8687	6.9132
April	6.8900	6.8876	6.8778	6.8988
May	6.8098	6.8843	6.8098	6.9060
June	6.7793	6.8066	6.7793	6.8382
July (through July 7, 2017)	6.8039	6.8002	6.7984	6.8039

Source: Federal Reserve Statistical Release

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

ENFORCEABILITY OF CIVIL LIABILITIES

We are incorporated in the Cayman Islands to take advantage of certain benefits associated with being a Cayman Islands exempted limited liability company, such as political and economic stability, an effective judicial system (except for certain disadvantages discussed below), 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 that the Cayman Islands has a less developed body of securities laws as compared to the United States and provides significantly less protection to investors. In addition, 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 be submitted to arbitration, including those arising under the securities laws of the United States, between us, our officers, directors and shareholders.

We conduct substantially all of our current operations outside the United States, and substantially all of our assets are located outside the United States. All 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 of the United States. As a result, it may be difficult for a shareholder to effect service of process within the United States upon us or such 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.] as our agent to receive service of process with respect to any action brought against us in the United States District Court for the Southern District of New York under the federal securities laws of the United States or of any state in the United States or any action brought against us in the Supreme Court of the State of New York in the County of New York under the securities laws of the State of New York.

Travers Thorp Alberga, Attorneys at Law, our counsel as to Cayman Islands law, has advised us that there is uncertainty as to whether the courts of the Cayman Islands would (1) recognize or enforce judgments of U.S. courts obtained against us or our directors or officers, predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States, or (2) entertain original actions brought in the Cayman Islands against us or our directors or officers, predicated upon the securities laws of the United States or any state in the United States.

Travers Thorp Alberga, Attorneys at Law, has informed 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 (and the Cayman Islands are not a party to any treaties for the reciprocal enforcement or recognition of such judgments), 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 (a) is given by a foreign court of competent jurisdiction, (b) imposes on the judgment debtor a liability to pay a liquidated sum for which the judgment has been given, (c) is final, (d) is not in respect of taxes, a fine or a penalty; and (e) was not obtained in a manner and is not of a kind the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands. However, the Cayman Islands courts are unlikely to enforce a judgment obtained from the U.S. courts under civil liability provisions of the U.S. federal securities law if such judgment is determined by the courts of the Cayman Islands to give rise to obligations to make payments that are penal or punitive in nature. Because such a determination has not yet been made by a court of the Cayman Islands, it is uncertain whether such civil liability judgments from U.S. courts would be enforceable in the Cayman Islands.

Under the PRC Civil Procedures Law, courts in China may recognize and enforce foreign judgments pursuant to treaties between China and the country where the judgment is rendered or reciprocity arrangements for the recognition and enforcement of foreign judgments. China does not have any treaties or other

arrangements that provide for the reciprocal recognition and enforcement of foreign judgments with the United States or the Cayman Islands. Therefore, Jingtian & Gongcheng, our counsel as to PRC law, has advised us that there is substantial uncertainty as to whether the courts of the PRC would (1) recognize or enforce judgments of U.S. courts obtained against us or our directors or officers, predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States, or (2) entertain original actions brought in the PRC against us or our directors or officers, predicated upon the securities laws of the United States or any state in the United States.

Judgment of United States courts will not be directly enforced in Hong Kong. There are currently no treaties or other arrangements providing for reciprocal enforcement of foreign judgments between Hong Kong and the United States. However, subject to certain conditions, including but not limited to when the judgment is for a liquidated amount in a civil matter and not in respect of taxes, fines, penalties or similar charges, the judgment is final and conclusive and has not been stayed or satisfied in full, the proceedings in which the judgment was obtained were not contrary to natural justice and the enforcement of the judgment is not contrary to public policy of Hong Kong, Hong Kong courts may accept such judgment obtained from a United States court as a debt due under the rules of common law enforcement. However, a separate legal action for debt must be commenced in Hong Kong in order to recover such debt from the judgment debtor.

CORPORATE HISTORY AND STRUCTURE

We commenced our online marketing business in 2009. Two of our subsidiaries, Digital Marketing Group Limited and Tetris Media Limited, existed without significant operational activities prior to 2009. In February 2010, we restructured our holding structuring by incorporating Optimix Media Asia Limited in the Cayman Islands as the holding company of Optimix HK to facilitate financing and offshore listing. In March 2017, we changed our name from Optimix Media Asia Limited to iClick Interactive Asia Group Limited.

In September 2010, we set up Diablo Holdings Corporation, a company incorporated in the British Virgin Islands, which focuses on search engine marketing and operates in China through Search Asia Technology (Shenzhen) Co., Ltd., its wholly owned subsidiary.

In January 2011, we set up our Singapore subsidiary, iClick Interactive (Singapore) Pte. Ltd., to provide localized services to customers in Southeast Asia.

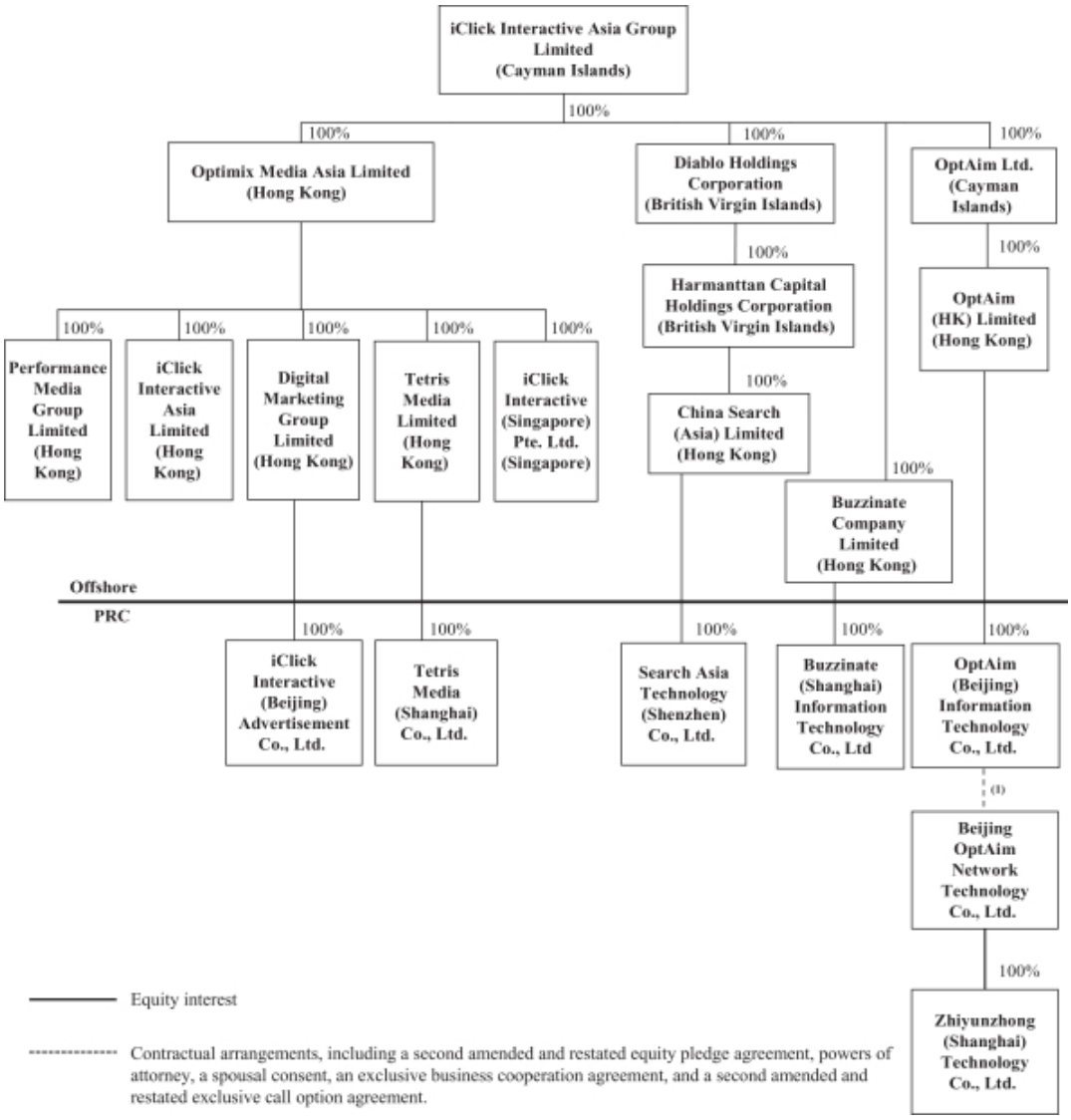
In January 2013, we incorporated Performance Media Group Limited in Hong Kong to further expand our online marketing business.

Also in January 2013, we set up Tetris Media (Shanghai) Co., Ltd., as our wholly owned PRC subsidiary.

In November 2014, we enhanced our data analytics capabilities by acquiring Buzzinate Company Limited, or Buzzinate, a company incorporated in Hong Kong. Buzzinate is an online marketing platform with strong data analytics capabilities and deep understanding of behavior of internet users in China. Buzzinate operates in China through Buzzinate (Shanghai) Information Technology Co., Ltd., its wholly owned subsidiary.

In July 2015, we acquired all shares in OptAim Ltd., or OptAim, and substantially expanded our online marketing business into mobile channels to identify, engage and convert mobile audience. Under the terms of the share purchase agreement, we acquired all equity interests in OptAim Ltd., including those of OptAim Ltd.'s VIE entity, OptAim Network, from its existing shareholders Igomax Inc. (an entity controlled by Jian Tang), Zaffre Investments Inc., Sohu. com Limited, and BAI GmbH, for a total consideration of RMB10 million and US$14,365,345 in cash and 2,535,091 of our ordinary shares. As part of the agreement, Jian Tang and Jie Jiao became the nominee shareholders of OptAim Network. Jian Tang is our co-founder, director, chief operating officer and chief technology officer. Jie Jiao is our chief financial officer. In addition, Optimix Media Asia Limited made two loans in the aggregate amount of US$5.0 million to OptAim, Ltd. to pay a special dividend to Igomax Inc. Igomax Inc., Sohu.com Limited and Jian Tang each agreed to a non-compete and non-solicitation undertaking with respect to OptAim Ltd. and its consolidated subsidiaries for a period of three years. OptAim operates in China through OptAim Beijing, its wholly owned subsidiary. OptAim Beijing has entered into a set of contractual arrangements with OptAim Network, a company incorporated in China, OptAim Network's nominee shareholders, and Zhiyunzhong, the wholly owned Chinese subsidiary of OptAim Network. See "— Contractual Arrangements with OptAim Network."

The following diagram illustrates our organizational structure, including our subsidiaries, our VIE, and the VIE's subsidiary as of the date of this prospectus.



(1) The nominee shareholders of OptAim Network are Jie Jiao and Jian Tang, who hold 51% and 49% equity interests in OptAim Network, respectively. Jie Jiao is our chief financial officer, and Jian Tang is our co-founder, director, chief operating officer and chief technology officer.

We conduct substantially all our operations through the following consolidated subsidiaries:

- iClick Interactive Asia Limited: primarily focusing on providing both mobile audience solutions and other solutions to Hong Kong and overseas customers

- Tetris Media Limited and its subsidiary: primarily focusing on providing our other solutions to Hong Kong agency customers and its business are gradually being transferred to iClick Interactive Asia Limited
- Performance Media Group Limited: primarily focusing on providing mobile audience solutions and other solutions to Hong Kong customers
- China Search (Asia) Limited and its subsidiaries: promoting content distribution opportunities for certain publisher
- iClick Interactive (Singapore) Pte. Ltd: primarily focusing on providing both mobile audience solutions and other solutions to Singapore and other overseas customers
- iClick Interactive (Beijing) Advertisement Co., Ltd.: primarily focusing on providing our other solutions to PRC customers
- OptAim (Beijing) Information Technology Co. Ltd.: primarily focusing on providing mobile audience solutions to PRC customers through our VIE and the VIE's subsidiary
- Beijing OptAim Network Technology Co., Ltd. which is our VIE, and its subsidiary: primarily focusing on providing mobile audience solutions to PRC customers

We are in the process of transferring the business operated by our VIE, OptAim Network, to our wholly owned subsidiaries. We expect that by the end of 2018, OptAim (Beijing) Information Technology Co., Ltd. will replace Beijing OptAim Network Technology Co., Ltd. as contracting party for all our mobile audience solution business that are operated by OptAim. Please refer to "Risk Factors —Risks Related to Our Corporate Structure — We will continue to rely on the contractual arrangements that establish the structure for certain of our operations in China."

Contractual Arrangements with OptAim Network

Foreign ownership in advertising companies used to be subject to certain restrictions under the PRC laws and regulations. For example, according to the Administrative Provisions on Foreign-Invested Advertising Enterprises, foreign investors were required to meet several conditions in order to invest in the PRC advertising business, such as a minimum number of years of advertising-related experience and an approval from the relevant PRC regulatory authority. OptAim is a Cayman Islands company and OptAim Beijing, its PRC subsidiary, is considered an FIE. To comply with the then-effective PRC laws and regulations, including the Administrative Provisions on Foreign-Invested Advertising Enterprises, OptAim Beijing entered into a set of contractual arrangements with OptAim Network and its shareholders. The laws and regulations that imposed restrictions on foreign ownership in advertising companies, including the Administrative Provisions on Foreign-Invested Advertising Enterprises were abolished in June 2015. We are in the process of transferring the business operated by our VIE, OptAim Network, to our wholly owned subsidiaries. We expect that by the end of 2018, OptAim Beijing will replace OptAim Network as contracting party for all our mobile audience solution business that are operated by OptAim.

There are uncertainties under the PRC laws whether our collection and use of data of multiple kinds and from multiple sources in China to improve the cost-effectiveness of marketing campaigns for customers and marketers in and outside China may be deemed as "foreign-related survey", which requires a foreign-related survey license from the National Bureau of Statistics in China or its local counterparts. This license may only be granted to a domestic enterprise or a sino-foreign enterprise which meets the several requirements under the relevant PRC laws. In light of these uncertainties and out of prudence, we, through our VIE, OptAim Network, applied for and was granted a foreign-related survey license on June 6, 2017. Therefore, we will continue to rely on OptAim Bejing's contractual arrangements with OptAim Network and its shareholders to conduct certain of

our operations in China and to the extent these operations are deemed foreign-related survey. See “Risk Factors — Risk Related to Our Corporate Structure — We will continue to rely on the contractual arrangements that establish the structure for certain of our operations in China.”

The contractual arrangements between OptAim Beijing, OptAim Network and the shareholders of OptAim Network allow us to:

- exercise effective control over OptAim Network and Zhiyunzhong;
- receive substantially all of the economic benefits of OptAim Network and Zhiyunzhong; and
- have an exclusive option to purchase all or part of the equity interests and assets in OptAim Network.

As a result of these contractual arrangements, we have effective control over, and are the primary beneficiary of, OptAim Network and therefore treat OptAim Network and its subsidiary as our consolidated affiliated entities under U.S. GAAP and have consolidated their financial results in our consolidated financial statements in accordance with U.S. GAAP.

The following is a summary of the currently effective contractual arrangements by and among OptAim Beijing, our wholly owned subsidiary, OptAim Network, our consolidated VIE, the shareholders of OptAim Network and Zhiyunzhong.

Agreements that Provide us with Effective Control over OptAim Network

Second Amended and Restated Equity Pledge Agreement

OptAim Beijing, OptAim Network and the shareholders of OptAim Network entered into a second amended and restated equity pledge agreement on May 26, 2017. Pursuant to the second amended and restated equity pledge agreement, each shareholder of OptAim Network has pledged all of his or her equity interest in OptAim Network to OptAim Beijing to guarantee the performance by such shareholder and OptAim Network of their respective obligations under the exclusive business cooperation agreement, powers of attorney and the second amended and restated exclusive call option agreement as well as their respective liabilities arising from any breach. If OptAim Network or any of its shareholders breaches any obligations under these agreements, OptAim Beijing, as pledgee, will be entitled to dispose of the pledged equity and have priority to be compensated by the proceeds from the disposal of the pledged equity. Each of the shareholders of OptAim Network agrees that before his or her obligations under the contractual arrangements are discharged, he or she will not dispose of the pledged equity interests, create or allow any encumbrance on the pledged equity interests, or take any action which may result in any change of the pledged equity that may have material adverse effects on the pledgee’s rights under this agreement without the prior written consent of OptAim Beijing. The second amended and restated equity pledge agreement will remain effective until OptAim Network and its shareholders discharge all their obligations under the contractual arrangements and pay out all consulting and services fees under the exclusive business cooperation agreement. We have completed the registration of the equity pledge with the relevant office of the Administration for Industry and Commerce in accordance with PRC Property Rights Law on June 21, 2017.

Powers of Attorney

Through powers of attorney dated May 26, 2017, each shareholder of OptAim Network irrevocably authorizes OptAim Beijing or any person(s) designated by OptAim Beijing to act as his or her attorney-in-fact to exercise all of such shareholder’s voting and other rights associated with the shareholder’s equity interest in OptAim Network, such as the right to appoint directors, supervisors and officers, as well as the right to sell, transfer, pledge and dispose of all or a portion of the shares held by such shareholder. The powers of attorney will remain in force unless OptAim Beijing gives out any instruction in writing otherwise. Once the powers of attorney are terminated in whole or in part, each shareholder shall revoke his/her power of attorney to OptAim Beijing and immediately sign another power of attorney with the person(s) designated by OptAim Beijing.

Spousal Consent

The spouse of Jian Tang signed a spousal consent letter on May 26, 2017. Jian Tang holds 49% equity interest in OptAim Network. Under the spousal consent letter, the signing spouse unconditionally and irrevocably agreed that she was aware of the disposal of OptAim Network shares held by Jian Tang in the abovementioned second amended and restated exclusive call option agreement, the power of attorney, and the second amended and restated equity pledge agreement. The signing spouse confirmed not having any interest in the OptAim Network shares and committed not to impose any adverse assertions upon those shares. The signing spouse further confirmed that her consent and approval are not needed for any amendment or termination of the abovementioned agreements and committed that she shall take all necessary measures needed for the performance of those agreements.

Agreement that Allows Us to Receive Economic Benefits from OptAim Network and Zhiyunzhong

Exclusive Business Cooperation Agreement

OptAim Beijing, OptAim Network and Zhiyunzhong entered into an exclusive business cooperation agreement on January 16, 2015. Pursuant to this agreement, OptAim Beijing or its designated party has the exclusive right to provide OptAim Network and Zhiyunzhong with technical support, consulting services and other services. Without OptAim Beijing's prior written consent, OptAim Network and Zhiyunzhong shall not accept any technical support and services covered by this agreement from any third party. OptAim Network and Zhiyunzhong agree to pay service fees in an amount equal to 100% of their respective net income for the relevant period on a monthly basis. OptAim Beijing owns the intellectual property rights arising out of the provisions of services under this agreement. OptAim Network and Zhiyunzhong shall grant an irrevocable call option to OptAim Beijing to purchase all or any of their assets or business with the lowest price allowed by PRC law. Unless OptAim Beijing terminates this agreement, this agreement will remain effective until any party thereto is dissolved in accordance with PRC law.

Agreement that Provides Us with the Option to Purchase the Equity Interest in OptAim Network

Second Amended and Restated Exclusive Call Option Agreement

OptAim Beijing, OptAim Network and the shareholders of OptAim Network entered into a second amended and restated exclusive call option agreement on May 26, 2017. Pursuant to the second amended and restated exclusive call option agreement, the shareholders of OptAim Network have irrevocably granted OptAim Beijing or any third party designated by OptAim Beijing a second amended and restated exclusive call option to purchase all or part of their respective equity interests in OptAim Network. Until there is any evaluation request by PRC law, the purchase price is equal to RMB100 or the lowest price allowed by PRC law. Unless otherwise agreed, the shareholders of OptAim Network will immediately gift OptAim Beijing or any third party designated by OptAim Beijing with the purchase price after OptAim Beijing or any third party designated by OptAim Beijing exercises the option. OptAim Beijing may transfer all or part of its option under this agreement to a third party under the approval of the shareholders of OptAim Beijing. Without OptAim Beijing's prior written consent, the shareholders of OptAim Network shall not, among other things, amend its articles of association, increase or decrease the registered capital, sell, dispose of or set any encumbrance on its assets, business or revenue outside the ordinary course of business, enter into any material contract, merge with any other persons or make any investments, distribute dividends, or enter into any transactions which have material adverse effects on its business. The shareholders of OptAim Network also jointly and severally undertake that they will not sale, transfer, pledge, or otherwise dispose of their equity interests in OptAim Network to any third party or create or allow any encumbrance on their equity interests. This agreement will remain effective until OptAim Beijing or any third party designated by OptAim Beijing has acquired all equity interest of OptAim Network from its shareholders.

In the opinion of Jingtian & Gongcheng, our PRC legal counsel:

- the ownership structures of OptAim Beijing and OptAim Network, both currently and immediately after giving effect to this offering, will not result in any violation of applicable PRC laws or regulations currently in effect; and
- the contractual arrangements among OptAim Beijing, OptAim Network, the shareholders of OptAim Network and Zhiyunzhong 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 or otherwise different from the above opinion of our PRC legal counsel. It is uncertain whether any new PRC laws or regulations relating to VIE structures will be adopted or if adopted, what they would provide. If the PRC government finds that the agreements that establish the structure for the operation of OptAim Network do not comply with PRC government restrictions on foreign investment in our businesses, we could be subject to severe penalties including being prohibited from continuing operations. See “Risk Factors — Risks Related to Our Corporate Structure — We will continue to rely on the contractual arrangements that establish the structure for certain of our operations in China,” and “— 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 government and business operations.”

SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA

The following selected consolidated statements of comprehensive income/(loss) data and selected consolidated cash flows data for the year ended December 31, 2015 and 2016, and selected consolidated balance sheet data as of December 31, 2015 and 2016 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our audited and unaudited consolidated financial statements are prepared and presented in accordance with U.S. GAAP. Our historical results do not necessarily indicate 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,	
	2015	2016
	(US$ in thousands, except for per share and share data)	
Selected Consolidated Statements of Comprehensive Loss:		
Net revenues	65,242	95,357
Cost of revenues	(34,531)	(61,048)
Gross profit	30,711	34,309
Operating expenses:		
Research and development expenses	(8,106)	(8,584)
Sales and marketing expenses	(31,385)	(28,266)
General and administrative expenses	(12,745)	(26,767)
Total operating expenses	(52,236)	(63,617)
Operating loss	(21,525)	(29,308)
Interest expense	(107)	(713)
Other gains/(losses), net	791	(1,082)
Fair value (loss)/gain on derivative liabilities	(19,390)	3,995
Loss before income tax expense	(40,231)	(27,108)
Income tax benefit/(expenses)	555	(222)
Share of losses from an equity investee	(38)	—
Net loss	(39,714)	(27,330)
Accretion to convertible redeemable preferred shares redemption value	(2,692)	(773)
Accretion to redeemable ordinary shares redemption value	(1,982)	(1,556)
Deemed contribution from Series B-1 preferred shareholders	2,591	—
Net loss attributable to iClick Interactive Asia Group Limited's ordinary shareholders	(41,797)	(29,659)
Other comprehensive loss:		
Foreign currency translation adjustment, net of US$nil tax	(129)	(139)
Comprehensive loss attributable to iClick Interactive Asia Group Limited	(39,843)	(27,469)
Net loss per share attributable to iClick Interactive Asia Group Limited		
Basic	(3.58)	(2.26)
Diluted	(3.58)	(2.26)
Weighted average number of ordinary shares used in per share calculation		
Basic	11,661,049	13,151,063
Diluted	11,661,049	13,151,063

The following table presents our selected consolidated balance sheet data as of December 31, 2015 and 2016.

	Year Ended December 31,	
	2015	2016
	(US$ in thousands)	
Selected Consolidated Balance Sheet Data:		
Current assets:		
Cash and cash equivalents	10,395	27,280
Accounts receivable, net of allowance for doubtful receivables of US$1,733 and US$1,693 as of December 31, 2015 and 2016, respectively	28,423	30,694
Rebates receivable	3,642	2,250
Prepaid media cost	24,793	34,409
Non-current assets:		
Intangible assets, net	19,095	14,804
Goodwill	48,496	48,496
Total assets	146,110	169,640
Liabilities, mezzanine equity and shareholders' deficit:		
Current liabilities	115,124	126,572
Non-current liabilities	3,705	2,997
Total liabilities	118,829	129,569
Total mezzanine equity	83,210	104,383
Total shareholders' deficit	(55,929)	(64,312)
Total liabilities, mezzanine equity and shareholders' deficit	146,110	169,640

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 Other Data" and our consolidated financial statements and the consolidated financial statements of OptAim and the related notes included elsewhere in this prospectus. The discussion in this section contains forward-looking statements that involve risks and uncertainties. As a result of various factors, including those set forth under "Risk Factors" and elsewhere in this prospectus, our actual future results may be materially different from what we expect.

Overview

We are an integrated cross-channel gateway providing marketers with innovative and cost-effective end-to-end solutions to optimize their online marketing efforts. Our solutions help marketers identify, engage and activate potential customers, monitor and measure the results of online marketing campaigns, and create content catering to audience across different online channels through both PC and mobile devices. We collaborate closely with leading content distribution channels in China, which enables marketers to access a wide variety of cross-channel content distribution opportunities in a single platform to achieve their branding and performance-based marketing goals.

We offer both mobile audience solutions and other solutions based on channels desired by our customers. Our mobile audience solutions are non-search engine marketing solutions designed to identify, engage and activate audience exclusively on mobile apps, and monitor and measure the results of online marketing activities on such channels. Mobile audience solutions have exhibited high growth potential for online marketing in light of the increasing mobile penetration rate and users' engagement with mobile apps. We have been prioritizing our mobile strategy since 2014, including through our acquisition of OptAim on July 24, 2015, to capture a larger share of online marketing spend on mobile apps. Our gross billing from mobile audience solutions increased significantly by US$71.1 million, or 172.0%, from US$41.3 million in 2015 to US$112.4 million in 2016. OptAim contributed US$41.1 million to our gross billing from July 24, 2015, when we acquired OptAim, to December 31, 2015, and contributed US$105.7 million to our gross billing in 2016. All such gross billing contribution from OptAim related to our mobile audience solutions. Our gross billing from mobile audience solutions represented 47.6% of our total gross billing in 2016, compared to 23.2% in 2015. Our net revenues from mobile audience solutions represented 60.6% of our net revenues in 2016, compared to 18.3% in 2015. In addition to mobile audience solutions, we have other online marketing solutions that are primarily focused on non-mobile app channels and search engine marketing.

We take a flexible approach to the delivery model of our solutions in order to cater to the preferences and levels of internal resources and sophistication of customers. Customers may choose to access our solutions either through (i) a self-service model, under which they have the flexibility to utilize our solutions "a la carte" to complement their existing marketing resources, and (ii) a managed service model, where our account management team provides in-depth services that suit customers' specific marketing objectives and budgets utilizing our solutions. We seamlessly address marketers' needs and deliver a highly integrated customer experience throughout their marketing cycle.

Our customers, referring to entities from which we recognize revenue under our marketing campaign contracts with them, include direct marketer customers and marketing agencies. We derived over 70% of our gross billing from direct marketer customers in 2015 and 2016.

We generate revenues primarily from customers' marketing spend through our platform as they utilize our solutions, and to a lesser extent from rebates from certain publishers. We have achieved significant growth in recent years. Our gross billing grew by 32.5% from US$178.2 million in 2015 to US$236.3 million in 2016. Our net revenues grew by 46.2% from US$65.2 million in 2015 to US$95.4 million in 2016. Our net loss was US$39.7 million and US$27.3 million in 2015 and 2016, respectively.

The Effect of Our Acquisition of OptAim

Since our acquisition of OptAim on July 24, 2015, OptAim has been our wholly owned subsidiary and has been consolidated into our results of operations. Please refer to note 4(b) of our consolidated financial statements included elsewhere in this prospectus. OptAim contributed US$41.1 million to our gross billing and US$11.7 million to our net revenues from July 24, 2015, when we acquired OptAim, to December 31, 2015, and contributed US$105.7 million to our gross billing and US$51.1 million to our net revenues in 2016. Intangible assets identified in connection with our acquisition of OptAim are amortized. Amortization expenses of US$1.8 million and US$4.0 million were recognized under our cost of revenues in 2015 and 2016, respectively. In addition, as of December 31, 2016, we had US$45.5 million of goodwill, which represented approximately 26.8% of our total assets, primarily related to our acquisition of OptAim. Goodwill is recorded at fair value and is not amortized, but is reviewed for impairment at least annually or more frequently if impairment indicators arise. Impairment charges could substantially affect our results of operations in the periods of such charges. In addition, impairment charges would negatively impact our financial ratios and could limit our ability to obtain financing in the future. See "Risk Factors — Risks Related to Our Business and Industry — We may be required to record significant impairment charges as a result of our acquisition of OptAim."

As we integrate OptAim's operations, we have realized synergies and economy of scale. Our operating expenses as a percentage of net revenues decreased from 80.1% in 2015 to 66.7% in 2016. In particular, we were able to reduce our sales and marketing expenses by US$3.1 million, or 9.9%, from US$31.4 million in 2015 to US$28.3 million in 2016 while increasing our net revenues in the same period.

Key Operating and Financial Metrics

We regularly review a number of financial and operating metrics, including those set forth below, to help us evaluate our business, measure our performance, identify trends affecting our business, establish budgets, measure the effectiveness of sales and marketing, and assess our operational efficiencies.

	Year Ended December 31,			
	2015		2016	
	(US$ in thousands)	(% of gross billing[1])	(US$ in thousands)	(% of gross billing[1])
Operating metrics:				
Gross billing	178,239	100	236,253	100
Gross billing from mobile audience solutions	41,323	23.2	112,403	47.6
Gross billing from other solutions	136,916	76.8	123,850	52.4
Financial metrics:				
Net revenues	65,242	36.6	95,357	40.4
Net revenues from mobile audience solutions	11,908	28.8	57,761	51.4
Net revenues from other solutions	53,334	38.9	37,596	30.4
Adjusted EBITDA	(8,850)	(5.0)	(2,240)	(0.9)
Adjusted net loss	(11,583)	(6.5)	(8,999)	(3.8)

1 With respect to net revenues from mobile audience solutions and net revenues from other solutions, % of gross billing refers to the % of gross billing for mobile audience solutions or % of gross billing for other solutions, as the case may be.

Gross Billing

Gross billing is an important operating measure by which we evaluate and manage our business. We define gross billing as the aggregate dollar amount that our customers pay us, after deducting rebates paid and discounts given to customers.

We use gross billing to assess our business growth, market share and scale of operations, and our ability to generate gross billing is strongly correlated to our ability to generate net revenues. As we have defined gross billing for internal uses, it may not be comparable to similarly titled measures used by other companies in the industry which present the impact of media costs differently.

Gross billing from our mobile audience solutions increased, both in absolute amount and as a percentage of total gross billing, as we prioritized the execution of our mobile strategy to capture a larger share of online marketing spend on mobile apps. This is evidenced by our acquisition of OptAim, which is focused on providing performance-driven mobile audience solutions, in July 2015. OptAim contributed US$41.1 million to our gross billing and US$11.7 million to our net revenues from July 24, 2015, when we acquired OptAim, to December 31, 2015, and contributed US$105.7 million to our gross billing and US$51.1 million to our net revenues in 2016. All such gross billing and net revenues contribution from OptAim related to our mobile audience solutions. Gross billing from our other solutions decreased from 2015 to 2016 as a result of a decrease in the number of customers for our other solutions from 2015 to 2016 as we optimized our customer base to focus on customers that have larger marketing budgets and better credit and liquidity profile, and conduct online marketing campaigns on a more frequent basis.

Our gross billing per customer increased by US$32,020, or 47.5%, from US$67,413 in 2015 to US$99,433 in 2016, while the total number of our customers decreased by 10.1% from 2,644 in 2015 to 2,376 in 2016. This was due to our efforts in optimizing our customer base to focus on sales to customers who have better credit and liquidity profile and larger marketing budgets, and conduct online marketing campaigns on a more frequent basis.

Our gross billing retention rate, referring to the rate with respect to a given fiscal year of (i) gross billing recognized during such period from customers that contributed to the gross billing recognized in the prior fiscal year divided by (ii) gross billing contributed by such customers in such prior fiscal year, was 107% in 2016, compared to 100% in 2015.

Net Revenues

We derive and report our revenue under two models. Our revenue for cost-plus advertisement campaigns and rebates earned from certain website publishers is reported under the net model. Our revenue from performing specified actions (i.e., a CPM, CPC, CPA, CPS, CPL or ROI basis) is reported under the gross model.

Under the net model, we record service fees, net of media costs and, rebates and discounts, as net revenues. Service fees are generally calculated as a percentage of media cost. Such percentage is negotiated on a customer-by-customer, and campaign-by-campaign basis. We also generate revenue under this model from rebates from publishers for which we distribute content distribution opportunities. The amount of such rebates are determined based on a variety of factors, including yearly market spending at these publishers' platforms.

Under the gross model, we record the aggregate gross dollar amount that our customers spend through our platform, which includes media cost, as net revenues. We charge our customers for specified actions, such as when a user clicks on their marketing messages, or a CPC pricing model, or when their marketing messages are displayed, or a CPM pricing model. Rebates received from publishers are recorded as deduction of cost of revenues under this model.

We grant rebates and discounts to our customers based on certain factors, including their yearly market spending on our platform, to incentivize and encourage them to use our marketing solutions. With respect to the arrangement between a particular publisher and our subsidiary whose sole business is to act as a sales agent for that publisher, rebates and discounts granted to our customers are recorded as cost of revenues as we consider these rebates are identifiable and separable from the rebates revenue generated from that publisher. In all other circumstances, rebates and discounts granted to our customers are recorded as reduction of revenues.

Net revenues as a percentage of gross billing for our mobile audience solutions and other solutions, respectively, represent our share of gross billing under mobile solutions and other solutions, respectively. Net revenues as a percentage of gross billing can be affected by a variety of factors, in particular, the terms of our arrangement with our customers, including whether to conduct their marketing campaigns on a specified-action

(i.e., gross) or cost-plus (i.e., net) basis in a particular period, which in turn depends on customers' needs and goals. Please refer to "— Key Factors Affecting Our Results of Operations — Our Revenue Models" on the impact of our revenue recognition models on our results of operations.

Net revenues as a percentage of gross billing for mobile audience solutions increased from 28.8% in 2015 to 51.4% in 2016 as more marketing campaigns involving mobile audience solutions were conducted on specified-action (i.e., gross) basis in 2016 compared to 2015. US$54.2 million, or 48.2%, of gross billing from mobile audience solutions were recognized as net revenues on a gross basis in 2016, compared to US$7.9 million, or 19.1%, in 2015. This was a result of the implementation of our go-to-market strategy for mobile audience solutions to capture a larger share of customers' marketing spend for these solutions.

Net revenues as a percentage of gross billing for our other solutions decreased from 38.9% in 2015 to 30.4% in 2016 as more marketing campaigns involving other solutions were conducted on cost-plus (i.e., net) basis in 2016 compared to 2015. US$17.9 million, or 14.4%, of gross billing from other solutions were recognized as net revenues on a gross basis in 2016, compared to US$30.8 million or 22.5% in 2015.

Non-GAAP Financial Measures

We use adjusted EBITDA and adjusted net loss, each a non-GAAP financial measure, in evaluating our operating results and for financial and operational decision making purposes.

We believe that adjusted EBITDA and adjusted net loss help identify underlying trends in our business that could otherwise be distorted by the effect of the expenses and gains that we include in net loss. We believe that adjusted EBITDA and adjusted net loss provide useful information about our operating results, enhance the overall understanding of our past performance and future prospects and allow for greater visibility with respect to key metrics used by our management in its financial and operational decision-making.

Adjusted EBITDA and adjusted net loss should not be considered in isolation or construed as an alternative to net loss or any other measure of performance or as an indicator of our operating performance. Investors are encouraged to review the historical non-GAAP financial measures to the most directly comparable GAAP measures. Adjusted EBITDA and adjusted net loss presented here may not be comparable to similarly titled measures presented by other companies. Other companies may calculate similarly titled measures differently, limiting their usefulness as comparative measures to our data. We encourage investors and others to review our financial information in its entirety and not rely on a single financial measure.

Adjusted EBITDA

Adjusted EBITDA represents net loss before (i) depreciation and amortization, (ii) interest expense, (iii) income tax (benefit)/expense, (iv) share-based compensation, (v) fair value loss/(gain) on derivative liabilities, (vi) share of loss from an equity investee, (vii) compensation in relation to the acquisition of OptAim, and (viii) other (gains)/losses, net.

The table below sets forth a reconciliation of our net loss to adjusted EBITDA for the periods indicated:

	Year Ended December 31,	
	2015	2016
	(US$ in thousands)	
Net loss	(39,714)	(27,330)
Add / (less):		
Depreciation and amortization	3,181	5,824
Interest expense	107	713
Income tax (benefit)/expense	(555)	222
EBITDA	(36,981)	(20,571)
Add:		
Share-based compensation	6,494	21,244
Fair value loss/(gain) on derivative liabilities	19,390	(3,995)
Share of loss from an equity investee	38	—
Compensation in relation to the acquisition of OptAim	3,000	—
Other (gains)/losses, net	(791)	1,082
Adjusted EBITDA	(8,850)	(2,240)

Adjusted Net Loss

Adjusted net loss represents net loss before (i) share-based compensation, (ii) fair value loss/(gain) on derivative liabilities, (iii) share of loss from an equity investee, (iv) compensation in relation to the acquisition of OptAim, and (v) other (gains)/losses, net.

The table below sets forth a reconciliation of our net loss to adjusted net loss for the periods indicated:

	Year Ended December 31,	
	2015	2016
	(US$ in thousands)	
Net loss	(39,714)	(27,330)
Add:		
Share-based compensation	6,494	21,244
Fair value loss/(gain) on derivative liabilities	19,390	(3,995)
Share of loss from an equity investee	38	—
Compensation in relation to the acquisition of OptAim	3,000	—
Other (gains)/losses, net	(791)	1,082
Adjusted net loss	(11,583)	(8,999)

Key Factors Affecting Our Results of Operations

We believe the key factors affecting our financial condition and results of operations include the following:

- Our ability to expand mobile app channels;
- Our revenue models;
- Our ability to optimize customer base and increase customer spending;
- Our ability to enlarge audience data set, strengthen data analytics capabilities and innovate technologies; and
- Seasonality.

Our Ability to Expand Mobile App Channels

Our future growth depends on our ability to expand our content distribution channels, in particular mobile app channels, to capture a larger share of the marketing spend in China. We have been prioritizing the execution of our mobile strategy since 2014 to capture a larger share of marketing spend on mobile apps, including through our acquisition of OptAim on July 24, 2015, which have significantly strengthened our mobile capabilities.

While marketing via non-mobile channels has been established for several years, marketing via mobile channels, in particular via mobile apps, which has a more dynamic competitive landscape, is a relatively new phenomena in China driven by recent innovations in mobile technologies and the growing popularity and prevalence of mobile devices and mobile apps. We have experienced and expect to continue to face significant competition for our mobile audience solutions, which have resulted in a downward pricing pressure on our mobile audience solutions. In addition, in light of the rising demand for marketing via mobile apps, mobile app publishers, especially popular mobile app publishers tend to command stronger bargaining power compared to their non-mobile app publisher counterparts, which has increased media costs for our mobile audience solutions. Therefore, gross profit margins for our mobile audience solutions were significantly lower than those for our other solutions for the same periods historically, and we expect the trend to continue. As a result, an increase in the percentage of revenue from our mobile audience solutions may have a positive impact on our gross billing and net revenues but a negative impact on our gross profit margin.

We do not currently own or control any of our content distribution channels. To further expand our content distribution network, we need to develop new and enhance our existing relationships with content distribution channel partners, which depends, in part, on our ability to continually generate sufficient marketing spend from our customers on these channels, especially mobile app channels. We also intend to strengthen our relationships with content distribution channel partners through technology collaboration to faciliate innovative and effective user engagement.

Our Revenue Models

We derive revenue under two models. Our revenue for cost-plus advertisement campaigns and rebates earned from certain website publishers is reported under the net model. Our revenue from performing specified actions (i.e., a CPM, CPC, CPA, CPS, CPL or ROI basis) is reported under the gross model. Please see "— Key Operating and Financial Metrics — Net Revenues" above for more details. The gross profit margin under our net model is higher than the gross model as cost of revenues under the net model does not include media cost. As a result, an increase in the percentage of gross billing recognized as net revenues under our gross model will have a positive impact on our net revenues and a negative impact on gross profit margin. Our mobile audience solutions, on one hand and other solutions, on the other hand, each represents a mixture of revenue recognized on gross basis and on net basis and the proportion of each fluctuates from period to period. Therefore our net revenues, net revenues as a percentage of gross billing, gross margin and the comparability of our financial results in one period to another may be affected by the relative percentage of gross billing recognized as net revenues under the gross model and net model.

Our Ability to Optimize Customer Base and Increase Customer Spending

Our growth and profitability are dependent upon our ability to optimize customer base and increase customer's marketing spend on our platform. To optimize our customer base, we conducted a comprehensive review of our customer base in 2016 to focus on sales to customers who have larger marketing budgets and better credit and liquidity profile, and conduct online marketing campaigns on a more frequent basis. We have also been focused, and expect to continue our focus, on sales to direct marketer customers, which tend to command higher gross profit margin compared to agency customers. Furthermore, our growth and profitability also depend on our ability to attract more customers to our self-service model, and to further diversify our customers base to capture the growth in additional industry verticals and geographic markets.

Our ability to increase customer's marketing spend on our platform depends on whether our solutions can effectively address customers' evolving and diverse needs in a cost-efficient manner. To that end, we plan to develop and offer more tailored, innovative and user-friendly solutions and services and enhance our sales, marketing and account servicing efforts.

As a result of these initiatives, our gross billing retention rate and gross billing per customer both increased from 2015 to 2016, which resulted in the growth of our overall gross billing despite the decrease in our number of customers during the same period as we optimized our customer base.

Our Ability to Enlarge Audience Data Set, Strengthen Data Analytics Capabilities and Innovate Technologies

Our performance is significantly dependent on our ability to enlarge audience data set, strengthen data analytics capabilities and innovate technologies. This helps customers achieve more precise audience targeting and enables us to retain customers and increase their marketing spend. It also helps drive up our gross profit margin under our gross revenue model as we make better decisions about which content distribution opportunities to bid for and at which price, and better predict user interaction with a marketing message to achieve our customers' minimum key performance indicator, or KPI requirements without having to purchase additional content distribution opportunities and incur additional media cost. Such KPIs generally include target audience reach (i.e., the percentage of target audience we successfully engage through our platform), click-through rate (i.e., the ratio of users who click on a specific link to the number of total users who view a marketing message) and landing rate (i.e., the ratio of users who arrive at the customers' websites to the number of total users who view a marketing message). Furthermore, our ability to enlarge audience data set, strengthen data analytics capabilities and innovate technologies enables us to extend our data application across more aspects in online marketing and beyond to capitalize on more growth opportunities.

We plan to continue collaborating with customers and other third parties to increase the dimensions and varieties of our data assets and develop new strategic relationships to exploit new data sources and enlarge audience data set. We also plan to continue investing in our data science technologies and upgrading our technology infrastructure.

Seasonality

We have experienced seasonal fluctuations in revenue. The fourth quarter of each calendar year generally contributes the largest portion of our annual revenue as marketers tend to allocate a significant portion of their online marketing budgets to that quarter, which coincides with Chinese consumers' increased purchases around the holidays and shopping events in that quarter, such as Single's Day on November 11 of each year. The first quarter of each calendar year generally contributes the smallest portion of our annual revenue, primarily due to a lower level of allocation of online marketing budgets by marketers at the beginning of the calendar year in which the Chinese New Year holidays fall, during which time businesses in China are generally closed. We expect our revenue to continue fluctuating based on seasonal factors that affect the online marketing industry as a whole.

Critical Accounting Policies

We prepare our consolidated financial statements in accordance with U.S. GAAP, which requires us to make judgments, estimates and assumptions that affect (i) the reported amounts of assets and liabilities, (ii) disclosure of contingent assets and liabilities at the end of each reporting period and (iii) the reported amounts of revenues and expenses during each reporting period. We continually evaluate these estimates and assumptions based on historical experience, knowledge and assessment of current business and other conditions, expectations regarding the future based on available information and reasonable assumptions, which together form a basis for making judgments about matters not readily apparent from other sources. Since the use of estimates is an integral component of the financial reporting process, actual results could differ from those estimates. Some of our accounting policies require higher degrees of judgment than others in their application. We consider the policies

discussed below to be critical to an understanding of our financial statements as their application places the most significant demands on the judgment of our management.

Consolidation of Variable Interest Entities

Foreign ownership in advertising companies used to be subject to certain restrictions under PRC laws and regulations. To comply with the then-effective PRC laws and regulations, OptAim Beijing entered into a set of contractual arrangements with OptAim Network and its shareholders. The contractual arrangements between OptAim Beijing, OptAim Network and the shareholders of OptAim Network allow us to:

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

Our consolidated financial statements include the financial statements of the Company, its subsidiaries, its VIE and the VIE's subsidiary for which we are the primary beneficiary. All transactions and balances among we, our subsidiaries, our VIE and the VIE's subsidiary have been eliminated upon consolidation.

A subsidiary is an entity in which we, directly or indirectly, control more than one half of the voting powers; or has the power 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; or has the power to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

A VIE is an entity in which we, or our subsidiary, through contractual agreements, bears the risks of, and enjoys the rewards normally associated with ownership of the entity. In determining whether we or our subsidiaries are the primary beneficiary, we considered whether it has the power to direct activities that are significant to the VIE's economic performance, and also our obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. OptAim Beijing, and ultimately we, hold all the variable interests of the VIE and its subsidiary, and has been determined to be the primary beneficiary of the VIE.

In accordance with the contractual agreements among the OptAim Beijing, OptAim Network and the shareholders of OptAim Network, we have power to direct activities of the VIE, and can have assets transferred out of the VIE. Therefore, we consider that there is no asset in the VIE that can be used only to settle obligations of the VIE, except for registered capital and PRC statutory reserves of the VIE and the VIE's subsidiary amounting to US$2.1 million and US$2.1 million, respectively, as of December 31, 2015 and 2016. As the VIE was incorporated as limited liability company under the PRC Company Law, the creditors do not have recourse to the general credit of the Company for all the liabilities of the VIE. Currently there is no contractual arrangement that could require us to provide additional financial support to the VIE.

As we are conducting our PRC online advertising services business through OptAim Network, we will, if needed, provide such support on a discretion basis in the future, which could expose us to a loss.

We believe that the contractual arrangements among OptAim Beijing, OptAim Network and the shareholders of OptAim Network are in compliance with PRC law and are legally enforceable. However, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements and if the shareholders of VIE were to reduce their interest in us, their interests may diverge from ours and that may potentially increase the risk that they would seek to act contrary to the contractual terms.

Our ability to control the VIE also depends on the power of attorney and OptAim Beijing has to vote on all matters requiring shareholder approval in the VIE. As noted above, we believe this power of attorney is legally enforceable but may not be as effective as direct equity ownership.

Fair Value Determination Related to the Accounting for Business Combinations

We completed business combinations during 2015 which require us to perform purchase price allocations. In order to recognize the fair value of assets acquired and liabilities assumed, mainly consisting of intangible assets and goodwill, we use valuation techniques such as discounted cash flow analysis under the income approach. Major factors considered include historical financial results and assumptions including future growth rates, terminal rate and an estimate of weighted average cost of capital. Most of the valuations of our acquired businesses have been performed by independent valuation specialists under our management's supervision. We believe that the estimated fair value assigned to the assets acquired and liabilities assumed are based on reasonable assumptions and estimates that market participants would use. However, such assumptions are inherently uncertain and actual results could differ from those estimates.

Impairment of Goodwill

Impairment of goodwill assessment is performed on at least an annual basis on December 31 or whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable. According to ASC 350-20-35, an entity may assess qualitative factors to determine whether it is more likely than not (that is, a likelihood of more than 50 percent) that the fair value of a reporting unit is less than its carrying amount, including goodwill. We, however, select to proceed directly to perform a two-step goodwill impairment test. The first step compares the fair values of a reporting unit to its carrying amount, including goodwill. If the fair value of a reporting unit exceeds its carrying amount, goodwill is not considered impaired and the second step will not be required. If the carrying amount of a reporting unit exceeds its fair value, the second step compares the implied fair value of the affected reporting unit's goodwill to the carrying value of that goodwill. The implied fair value of goodwill is determined in a manner similar to accounting for a business combination with the allocation of the assessed fair value determined in the first step to the assets and liabilities of the reporting unit. The excess of the fair value of the reporting unit over the amounts assigned to the assets and liabilities is the implied fair value of goodwill. This allocation process is only performed for purposes of evaluating goodwill impairment and does not result in adjusting the value of any assets or liabilities. An impairment loss is recognized for any excess in the carrying value of goodwill over the implied fair value of goodwill. The judgment in estimating the fair value of a reporting unit includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of the fair value of a reporting unit. No goodwill impairment losses were recognized for the years ended December 31, 2015 and 2016.

Revenue Recognition

Our services are the provisions of online marketing services. We utilize a combination of pricing models and revenue is recognized when the related services are delivered based on the specific terms of the contract, which are commonly based on (i) cost-plus, (ii) agreed rebates to be earned from certain website publishers or (iii) specified actions (i.e. CPM, CPC, CPA, CPS, CPL or ROI) and related campaign budgets, depending on the customers' preferences and their campaigns launched.

We recognize revenue when four basic criteria are met: (1) persuasive evidence of an arrangement with the customer exists reflecting the terms and conditions under which the services will be provided; (2) services have been provided or delivery has occurred; (3) the fee is fixed or determinable; and (4) collection is reasonably assured. Collectability is assessed based on a number of factors, including the creditworthiness of a customer, the size and nature of a customer's business and transaction history. Amounts collected in excess of revenue recognized are included as deferred revenue. Revenues are recorded net of value-added taxes and surcharges.

Revenue in relation to rebates to be earned from certain website publishers are based on factors determined by these website publishers, such as yearly spending at these website publishers' various platforms and other factors selected at the discretion of these website publishers. Such rebates earned from website publishers are recorded as revenues when we are acting as an agent in a transaction, and the timing and the amount are based on an evaluation of the terms of each arrangement.

Cost-Plus and Agreed Rebates to be Earned from Certain Website Publishers

For cost-plus advertisement campaigns and rebates to be earned from certain website publishers, sales are valued at the fair value of the amount received. Rebates and discounts granted to clients under cost-plus marketing campaigns, along with free or extended advertising campaigns, are recorded as a deduction from revenue. In the normal course of business, we act as an intermediary in executing transactions with third parties, specifically, we are not the principal in executing these transactions as we are acting on behalf of the website publishers.

The determination of whether revenue should be reported on a gross or net basis is based on an assessment of whether we are acting as the principal or an agent in our transactions. In determining whether we act as the principal or an agent, we follow the accounting guidance for principal-agent considerations. The determination of whether we are acting as a principal or an agent in a transaction involves judgment and is based on an evaluation of the terms of each arrangement. While none of the factors individually are considered presumptive or determinative, because we are facilitating the customers and the publishers to purchase and to sell advertising inventory and the pricing is generally restricted by the costs incurred through purchasing the advertising inventory, we conclude that we are not the principal in these arrangements and therefore report revenue earned and costs incurred related to these transaction on a net basis.

Specified Actions

We also generate revenue from performing specified actions (i.e. a CPM, CPC, CPA, CPS, CPL or ROI basis). Revenue is recognized on a CPM or CPC basis as impressions or clicks are delivered while revenue on a CPA, CPS, CPL or ROI basis is recognized once agreed actions are performed. While none of the factors individually are considered presumptive or determinative, because we are the primary obligor and are responsible for (1) identifying and contracting with third-party customers; (2) identifying website publishers to provide website spaces where the Group views the website publishers as suppliers; (3) establishing the selling prices of each of the CPM, CPC, CPA, CPS, CPL or ROI pricing model; (4) performing all billing and collection activities, including retaining credit risk; and (5) bearing sole responsibility for fulfillment of the advertising, the Group acts as the principal of these arrangements and therefore reports revenue earned and costs incurred related to these transactions on a gross basis.

Valuation of Ordinary Shares, Preferred Shares and Share Options

Fair Value of Preferred Shares

In determining fair value of our preferred shares, we, with the assistance of independent appraisers, adopted a two-step method as follows:

Step 1: to derive the fair value of total equity by adopting the discounted cash flow (“DCF”) Method;
Step 2: based on the total equity value derived in step 1, to derive the fair value of each class of shares by adopting equity allocation method.

Significant Factors, Assumptions, and Methodologies Used in Determining Fair Value of Total Equity

We, with the assistance of an independent appraiser, mainly performed retrospective valuations instead of contemporaneous valuations because, at the time of valuation, our financial resources and limited human resources were principally focused on business development efforts. This approach is consistent with the guidance prescribed by the AICPA Audit and Accounting Practice Aid, Valuation of Privately-Held-Company Equity Securities Issued as Compensation, or the Practice Aid. We, with the assistance of an independent appraiser, evaluated the use of three generally accepted valuation approaches: market, cost and income approaches to estimate our enterprise value. We and our appraisers considered the market and cost approaches as inappropriate for valuing our total equity because no exactly comparable market transaction could be found for the market valuation approach, and the cost approach does not directly incorporate information about the

economic benefits contributed by our business operations. Consequently, we and our appraisers relied solely on the income approach in determining the fair value of our total equity and we adopted market approach in verifying the fair value. This method eliminates the discrepancy in the time value of money by using a discount rate to reflect all business risks including intrinsic and extrinsic uncertainties in relation to our company.

The income approach involves applying discounted cash flow analysis based on our projected cash flows using management's best estimate as of the valuation dates. Estimating future cash flow requires us to analyze projected revenue growth, gross margins, operating expense levels, effective tax rates, capital expenditures, working capital requirements, and discount rates. Our projected revenues were based on expected annual growth rates derived from a combination of our historical experience and the general trend in our industry. The revenue and cost assumptions we used are consistent with our long-term business plan and market conditions in our industry. We also have to make complex and subjective judgments regarding our unique business risks, our limited operating history, and future prospects at the time of valuation.

The table below sets forth the fair value of total equity as of January 1, 2015, August 1, 2015, December 31, 2015 and December 28, 2016, respectively:

	US$ in millions
January 1, 2015	325
August 1, 2015	485
December 31, 2015	478
December 28, 2016	441

The other major assumptions used in calculating the fair value of total equity include:

Weighted average cost of capital, or WACC. Our cash flows were discounted to present value using discount rates that reflect the risks the management perceived as being associated with achieving the forecasts and are based on the estimate of our weighted average cost of capital, or WACC, on the issuance date. The WACCs were determined considering the risk-free rate, industry-average correlated relative volatility coefficient, or beta, equity risk premium, country risk premium, size of our company, scale of our business and our ability in achieving forecast projections. We used WACCs of 15.6%, 16.1%, 16.2% and 18.3% for January 1, 2015, August 1, 2015, December 31, 2015 and December 28, 2016, respectively.

Comparable companies. In deriving the WACCs, which are used as the discount rates under the income approach, four publicly traded companies in the U.S. were selected for reference as our guideline companies.

Discount for lack of marketability, or DLOM. At the time of each issuance, we were a closely-held company and there was no public market for our equity securities. To determine the discount for lack of marketability, we and the independent appraisers used the Black-Scholes put option model. A put option was used because it incorporates certain company-specific factors, including timing of the expected initial public offering and the volatility of the share price of the guideline companies. Based on the analysis, we used DLOM of 12.4%, 9.4%, 20.7% and 19.2% for January 1, 2015, August 1, 2015, December 31, 2015 and December 28, 2016, respectively.

Significant Factors Contributing to the Difference in Fair Value Determined of Total Equity

The determined fair value of total equity increased from US$324.6 million as of January 1, 2015 to US$485.4 million as of August 1, 2015, and decrease to US$478.0 million as of December 31, 2015 and further to US$440.8 million as of December 31, 2016. We believe the change in the fair value of our total equity was primarily attributable to the following factors:

The increase of equity value from January 2015 to August 2015 was mainly attributable to the acquisition of OptAim. Our equity values have remained fairly stable afterward and certain fluctuation is attributable to the changes in discount rate as a result of the change in market data adopted in the CAPM model for derivation of WACC (i.e. increase in risk-free rates and unlevered beta of comparable companies has been observed by end of 2015 and 2016).

Significant Factors, Assumptions, and Methodologies Used in Determining Fair Value of Preferred Shares

Based on the total equity value as determined by step 1, we, with the assistance of independent appraisers, adopted the Equity Allocation Model, which was referenced to the "Practice Aid — Valuation of Privately Held Company Equity Securities Issued as Compensation" issued by the AICPA in 2013, to allocate the equity value of the Company to different class of shares.

We have six classes of shares — ordinary shares, series A preferred shares, series B preferred shares, series C preferred shares, series D preferred shares and series E preferred shares. Under such capital structure, different classes of shareholders have economic or control rights disproportionate to their ownership percentage. As such, the fair value of total equity value is allocated to different classes of shareholders regarding to the economic and control rights associated.

As mentioned in the Amended and Restated Memorandum of Association, total equity value will be allocated to different classes of shareholders under three different scenarios, namely liquidation scenario, redemption scenario and conversion scenario (i.e. the IPO scenario).

Under the liquidation scenario and redemption scenario, we applied the Black-Scholes put option model to allocate the total equity value to these four classes of shares while total equity value is allocated on as-if-fully converted basis under the conversion scenario.

The key assumptions used in the equity allocation model with contingent claim to allocate the total equity value under the liquidation scenario and redemption scenario include:

- *Current equity value.* Current equity value is determined as the total equity value derived by step 1;
- *Life to expiration.* Life to expiration is determined based on the remaining contractual life of each class of preferred shares;
- *Risk free interest rate.* Risk free interest rate is determined based on the yield of U.S. Treasury Strips with a maturity life equal to the expected life to expiration; and
- *Volatility.* volatility is determined based on our comparable companies.

After deriving the values of preferred and ordinary shares under each of the liquidation scenario, redemption scenario and conversion scenario, we then assigned the probabilities of each scenario to arrive at the probability weighted value of each class of shares. The table below sets forth the probability of the three scenarios used in calculating the fair value of the preferred shares as of January 1, 2015, August 1, 2015, December 31, 2015 and December 28, 2016, respectively:

	Liquidation Scenario	Redemption Scenario	Conversion Scenario
January 1, 2015	12.5%	12.5%	75.0%
August 1, 2015	10.0%	10.0%	80.0%
December 31, 2015	10.0%	10.0%	80.0%
December 28, 2016	5.0%	5.0%	90.0%

The table below sets forth the fair value of ordinary shares and preferred shares as of January 1, 2015, August 1, 2015, December 31, 2015 and December 28, 2016, respectively.

	Preferred Shares					Ordinary Shares
	Series - A	Series - B	Series - C	Series - D	Series - E	
	(US$ in millions)					
January 1, 2015	35	39	24	48	—	183
August 1, 2015	48	51	31	58	—	296
December 31, 2015	49	38	32	59	—	305
December 28, 2016	44	34	29	49	21	293

Share-Based Compensation

We grant share options to eligible employees and account for these share-based awards in accordance with ASC 718 Compensation — Stock Compensation.

Share-based awards are measured at the grant date fair value of the awards and recognized as expenses using graded vesting method, net of estimated forfeitures, over the requisite service period, which is the vesting period. Compensation cost is accrued if it is probable that a performance condition will be achieved. We estimate the forfeiture rate based on historical forfeitures of equity awards and adjust the rate to reflect changes in facts and circumstances, if any. We revise our estimated forfeiture rate if actual forfeitures differ from our initial estimates. Grant date fair values of the awards are calculated using the binomial option pricing model with the assistance from an independent appraiser. The binomial option pricing model is used to measure the value of the awards. The determination of the fair value is affected by the share price as well as assumptions regarding a number of complex and subjective variables, including the expected volatility, risk-free interest rates, exercise multiple, expected dividend yield and expected term. The table below sets forth the key assumptions used in the binomial option model:

The binomial option pricing model is used to determine the fair value of the share options granted to employees and non-employees. The fair values of share options granted during the years ended December 31, 2015 and 2016 were estimated using the following assumptions:

Grant Date	Risk-free interest rate(1)	Dividend yield(2)	Volatility rate(3)	Expected term (in years) (4)
January 1, 2015	0.09%	0%	47.34%	NA
January 1, 2015	2.37%	0%	53.47%	NA
February 1, 2015	1.88%	0%	54.55%	NA
June 30, 2015	2.57%	0%	52.87%	NA
July 6, 2015	2.53%	0%	52.60%	NA
July 6, 2015	2.58%	0%	52.64%	NA
August 1, 2015	2.34%	0%	52.78%	NA
December 31, 2015	2.52%	0%	55.54%	NA
April 1, 2016	2.00%	0%	49.37%	NA
July 1, 2016	1.62%	0%	50.52%	NA

(1) The risk-free interest rate of periods within the contractual life of the share option is based on the yield of U.S. Treasury Strips sourced from Bloomberg as of the valuation dates.
(2) The Company has no history or expectation of paying dividends on its ordinary shares.
(3) Expected volatility is estimated based on the average of historical volatilities of the comparable companies in the same industry as at the valuation dates.
(4) The expected term is developed by assuming the share options will be exercised towards the end of maturity dates.

Results of Operations

The following table sets forth a summary of our consolidated results of operations for the periods indicated. This information should be read together with our consolidated financial statements and related notes included elsewhere in this prospectus. Due to our limited operating history, period-to-period comparisons discussed below may not be meaningful and are not indicative of our future trends. See "Risk Factors — Risks Related to Our Business and Industry — We have experienced rapid growth in recent periods, and such growth rates may not be indicative of our future growth."

	Year Ended December 31,			
	2015		2016	
	(US$ in thousands)	(% of net revenues)	(US$ in thousands)	(% of net revenues)
Net revenues	65,242	100.0	95,357	100.0
Cost of revenues	(34,531)	(52.9)	(61,048)	64.0
Gross profit	30,711	47.1	34,309	36.0
Operating expenses				
Research and development expenses	(8,106)	(12.4)	(8,584)	(9.0)
Sales and marketing expenses	(31,385)	(48.1)	(28,266)	(29.6)
General and administrative expenses	(12,745)	(19.5)	(26,767)	(28.1)
Total operating expenses	(52,236)	(80.1)	(63,617)	(66.7)
Operating loss	(21,525)	(33.0)	(29,308)	(30.7)
Interest expense	(107)	(0.2)	(713)	(0.7)
Other gains/(losses), net	791	1.2	(1,082)	(1.1)
Fair value (loss)/gain on derivative liabilities	(19,390)	(29.7)	3,995	4.1
Loss before income tax expense	(40,231)	(61.7)	(27,108)	(28.4)
Income tax benefit/(expense)	555	0.9	(222)	(0.2)
Share of loss from an equity investee	(38)	(0.1)	—	—
Net loss	(39,714)	(60.9)	(27,330)	(28.7)

Key Components of Results of Operations

Net Revenues

We generate revenue primarily from customers of our online marketing solutions, and from certain publishers for our promotion of their content distribution opportunities. Please refer to "— Key Operating and Financial Metrics — Net Revenues" for a description of the components of our net revenues and revenue recognition policies.

The table below shows our net revenues breakdown for our mobile audience solutions and other solutions for the periods presented.

	Year Ended December 31			
	2015		2016	
	(US$ in thousands)	(% of net revenues)	(US$ in thousands)	(% of net revenues)
Net revenues from mobile audience solutions	11,908	18.3	57,761	60.6
Net revenues from other solutions	53,334	81.7	37,596	39.4
Total net revenues	65,242	100	95,357	100

The table below shows our rebates received from publishers and recognized as net revenues for our mobile audience solutions and other solutions for the periods presented.

	Year Ended December 31			
	2015		2016	
	(US$ in thousands)	(% net revenues)	(US$ in thousands)	(% of net revenues)
Rebates received from publishers	31,528	48.3	29,934	31.4
Rebates received from publishers for mobile audience solutions	10,429	16.0	14,665	15.4
Rebates received from publishers for other solutions	21,099	32.3	15,269	16.0

We have a diverse customer base in terms of the geographic location of our customers' or marketers' headquarters as we help them, especially multinational marketers, navigate through the fragmented online marketing landscapes in China to identify and reach their potential audience. In determining whether a customer should be classified under a particular geographic region for revenue purposes, we look at the geographic location of our sales office with which such customer executed the marketing campaign contract. In 2015 and 2016, we derived 53.2% and 25.3% of our net revenues from customers outside China, respectively. Our net revenues from customers in China increased significantly from 2015 to 2016 as we continued to prioritize the execution of our mobile strategy. Our net revenues from customers outside China decreased from 2015 to 2016 as we continued to optimize our customer base. The table below shows our net revenues breakdown by geographic region as measured by the location of our sales offices, for the periods presented.

	Year Ended December 31,			
	2015		2016	
	(US$ in thousands)	(% of net revenues)	(US$ in thousands)	(% of net revenues)
PRC	30,505	46.8	71,214	74.7
Hong Kong	34,442	52.8	22,766	23.9
Others	295	0.4	1,377	1.4
Total net revenues	65,242	100	95,357	100

Cost of Revenues; Gross Profit Margin

Cost of revenues primarily consists of:

- *Media cost in connection with our gross model*. Media cost refers to cost we pay to publishers for acquisition of content distribution opportunities, which is partially offset by rebates we receive from publishers under our gross model. Media cost represented 81.8% and 88.2% of our cost of revenues in 2015 and 2016, respectively.
- *Rebates to customers in connection with our net model*. We pay rebates to our customers in connection with our distribution of advertisements through certain publishers. Rebates to customers represented 9.5% and 4.2% of our cost of revenues in 2015 and 2016, respectively. The significant decrease was mainly due to our increased bargaining power as we solidified our market position as the largest independent online marketing technology platform in China in terms of gross billings.

The table below shows our rebates and discounts granted to customers and recognized as cost of revenues for our mobile audience solutions and other solutions for the periods presented.

	Year Ended December 31			
	2015		2016	
	(US$ in thousands)	(% cost of revenues)	(US$ in thousands)	(% of cost of revenues)
Rebates and discounts granted to customers	3,291	9.5	2,568	4.2
Rebates and discounts granted to customers for mobile audience solutions	—	—	—	—
Rebates and discounts granted to customers for other solutions	3,291	9.5	2,568	4.2

- *Amortization of expenses*. This relates to amortization of computer software acquired in the acquisitions of Buzzinate and OptAim, which represented 5.4% and 6.8% of our cost of revenues in 2015 and 2016, respectively.

The table below shows the cost of revenues, gross profit and gross profit margin for our mobile audience solutions for the periods presented. Gross profit margin for our mobile audience solutions represents gross profit as a percentage of net revenues for mobile audience solutions.

	Year Ended December 31			
	2015		2016	
	(US$ in thousands)	(% net revenues for mobile audience solutions)	(US$ in thousands)	(% of net revenues for mobile audience solutions)
Cost of revenues for mobile audience solutions	8,511	71.5	48,212	83.5
Gross profit for mobile audience solutions	3,396	28.5	9,549	16.5

The table below shows the cost of revenues, gross profit and gross profit margin for our other solutions for the periods presented. Gross profit margin for our other solutions represents gross profit as a percentage of net revenues for other solutions.

	Year Ended December 31			
	2015		2016	
	(US$ in thousands)	(% net revenues for other solutions)	(US$ in thousands)	(% of net revenues for other solutions)
Cost of revenues for other solutions	26,020	48.8	12,836	34.1
Gross profit for other solutions	27,314	51.2	24,760	65.9

Due to competitive landscape and pricing pressure as mobile audience solutions are relatively nascent compared to other solutions, with companies competing for more market share as they enter into this market and as mobile apps publishers tend to have stronger bargaining power compared to other online publishers as a result of the growing popularity of mobile apps, mobile audience solutions tend to command a lower gross profit margin compared to non-mobile marketing solutions. In addition, a larger percentage of gross billing from mobile audience solutions was recognized as net revenues on a gross basis in 2016, which was 48.2%, compared to that for our other solutions in the same period, which was 14.4%. As a result, gross profit margins for our mobile audience solutions in 2015 and 2016, which were 28.5% and 16.5%, respectively, were significantly lower than those for our other solutions, which were 51.2%, and 65.9%, respectively, for the same periods.

Operating Expenses

We classify our operating expenses into three categories: research and development expenses, sales and marketing expenses and general and administrative expenses. The following table sets forth our operating expenses, both in absolute amount and as a percentage of our net revenues, for the periods presented.

	Year Ended December 31,			
	2015		2016	
	(US$ in thousands)	(% of net revenues)	(US$ in thousands)	(% of net revenues)
Operating expenses				
Research and development expenses	(8,106)	(12.4)	(8,584)	(9.0)
Sales and marketing expenses	(31,385)	(48.1)	(28,266)	(29.6)
General and administrative expenses	(12,745)	(19.5)	(26,767)	(28.1)
Total operating expenses	(52,236)	(80.1)	(63,617)	(66.7)

- *Sales and marketing expenses.* Sales and marketing expenses consist primarily of (i) advertising and market promotion expenses, and (ii) salary and welfare for sales and marketing personnel.
- *General and administrative expenses.* General and administrative expenses consist primarily of (i) salary and welfare for general and administrative personnel, (ii) allowance for doubtful receivables, (iii) professional service fees, and (iv) compensation to certain senior management of OptAim in 2015 in connection with our acquisition. Allowance for doubtful receivables, which related to account receivable from certain agency customers was US$1.7 million and US$0.1 million in 2015 and 2016, respectively. Professional service fees primarily related to legal and audit service in connection with our private placements and OptAim acquisition and preparation for this offering. We expect to continue to invest in our corporate infrastructure and incur expenses related to being a public company, including increased accounting and legal fees, investor relations costs and compliance costs. As a result, we anticipate that general and administrative expenses will continue to increase in future periods.
- *Research and development expenses.* Research and development expenses consist primarily of (i) salary and welfare for research and development personnel, (ii) rental expenses and (iii) depreciation of office premise and (iv) servers utilized by research and development personnel.

Taxation

The Cayman Islands

We and our subsidiary incorporated in the Cayman Islands are not subject to income, corporation or capital gains tax, estate duty, inheritance tax or gift tax. In addition, payment of dividends to our shareholders or the shareholder of our subsidiary in the Cayman Islands are not subject to withholding tax in the Cayman Islands.

The British Virgin Islands

Our subsidiaries incorporated in the British Virgin Islands are not subject to income or capital gains taxes, estate duty, inheritance tax or gift tax. In addition, payment of dividends to the shareholders of our subsidiaries in British Virgin Islands are not subject to withholding tax in the British Virgin Islands.

Hong Kong

Our subsidiaries incorporated in Hong Kong are subject to 16.5% Hong Kong profit tax on their taxable income generated from operations in Hong Kong under the current Hong Kong Inland Revenue Ordinance. Under the Hong Kong tax laws, we are exempted from the Hong Kong income tax on our foreign-derived income. In addition, payments of dividends from our Hong Kong subsidiary to us are not subject to any Hong Kong withholding tax.

PRC

Generally, our PRC subsidiaries, our consolidated VIE and its subsidiary, which are considered PRC resident enterprises under PRC tax law, are subject to enterprise income tax on their worldwide taxable income as determined under PRC tax laws and accounting standards at a rate of 25%.

We are subject to value added tax, or VAT, at a rate of 6% on the services we provide, less any deductible VAT we have already paid or borne. We are also subject to surcharges on VAT payments in accordance with PRC law. VAT has been phased in since August 2013 to replace the business tax that was previously applicable to the services we provide. During the periods presented, we were not subject to business tax on the services we provide.

Dividends paid by our wholly foreign-owned subsidiary in China to our intermediary holding company in Hong Kong will be subject to a withholding tax rate of 10%, unless the relevant Hong Kong entity satisfies all the requirements under the Arrangement between the PRC and the Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion with respect to Taxes on Income and receives approval from the relevant tax authority. If our Hong Kong subsidiary satisfies all the requirements under the tax arrangement and receives approval from the relevant tax authority, then the dividends paid to the Hong Kong subsidiary would be subject to withholding tax at the standard rate of 5%. See “Risk Factors — Risks Related to Doing Business in China — We 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 adverse effect on our ability to conduct our business.”

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

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

Net Revenues

Our net revenues increased by US$30.1 million, or 46.2%, from US$65.2 million in 2015 to US$95.4 million in 2016, primarily as a result of an increase in our net revenues from our mobile audience solutions and partially offset by a decrease in our net revenues from our other solutions.

Net revenues from our mobile audience solutions increased by US$45.9 million, or 385.1% from US$11.9 million in 2015 to US$57.8 million in 2016 as a result of an increase in gross billing from mobile audience solutions and a larger percentage of our gross billing from mobile audience solutions being recognized as net revenues on a gross basis in 2016 compared to 2015. US$54.2 million, or 48.2%, of gross billing from mobile audience solutions was recognized as net revenues on a gross basis in 2016, compared to US$7.9 million, or 19.1%, in 2015. Rebates received from publishers and recognized as net revenues increased by US$4.2 million or 40.6% from US$10.4 million in 2015 to US$14.6 million in 2016 for our mobile audience solutions. OptAim contributed US$51.1 million to our net revenues in 2016, compared to US$11.7 million from July 24, 2015, when we acquired OptAim, to December 31, 2015. All such net revenues contribution from OptAim related to our mobile audience solutions.

Net revenues from our other solutions decreased by US$15.7 million or 29.5% from US$53.3 million in 2015 to US$37.6 million in 2016 primarily as a result of a decrease in gross billing from other solutions and smaller percentage of our gross billing from other solutions being recognized as net revenues on a gross basis in 2016 compared to 2015. US$17.9 million, or 14.4%, of gross billing from other solutions was recognized as net

revenues on a gross basis in 2016, compared to US$30.8 million or 22.5% in 2015. Rebates received from publishers and recognized as net revenues decreased by US$5.8 million or 27.6% from US21.1 million in 2015 to US$15.3 million in 2016 for our other solutions.

Cost of Revenues, Gross Profit and Gross Profit Margin

	Year Ended December 31	
	2015	2016
	(US$ in thousands, except %)	
Cost of revenues	(34,531)	(61,048)
Gross profit	30,711	34,309
Gross profit margin	47.1%	36.0%

Our cost of revenues increased by US$26.5 million, or 76.8%, from US$34.5 million in 2015 to US$61.0 million in 2016, primarily as a result of an increase in media cost, which increased by US$25.8 million, or 88.2%, from US$28.1 million in 2015 to US$53.9 million in 2016, consistent with the growth of our gross billing as we scaled up our business and as a result of a larger percentage of gross billing being recognized as net revenues on a gross basis. 30.4% of our gross billing in 2016 were recognized as net revenues on a gross basis, compared to 21.7% in 2015. Cost of revenues for our mobile audience solutions increased by US$39.7 million, or 466.4%, from US$8.5 million to US$48.2 million, while cost of revenues for our other solutions decreased by US$13.2 million, or 50.7%, from US$26.1 million to US$12.8 million.

The increase in cost of revenues for our mobile audience solutions was in line with the growth of gross billing from mobile audience solutions and also due to an increased percentage of gross billing from mobile audience solutions being recognized as net revenues on a gross basis. US$54.2 million, or 48.2%, of gross billing from mobile audience solutions was recognized as net revenues on a gross basis in 2016, compared to US$7.9 million, or 19.1%, in 2015. OptAim contributed US$47.0 million to our cost of revenues in 2016, compared to US$8.5 million from July 24, 2015, when we acquired OptAim, to December 31, 2015. All such cost of revenues contribution from OptAim related to our mobile audience solutions. No rebate or discount granted to customers was recognized as cost of revenues for our mobile audience solutions in 2015 or 2016.

The decrease in cost of revenues from our other solutions was in line with the decrease of gross billing from other solutions and also due to a decreased percentage of gross billing from other solutions being recognized as net revenues on a gross basis. US$17.9 million, or 14.4%, of gross billing from other solutions was recognized as net revenues on a gross basis in 2016, compared to US$30.8 million or 22.5% in 2015. Rebates and discounts granted to customers and recognized as cost of revenues decreased by US$0.7 million or 22.0% from US$3.3 million in 2015 to US$2.6 million in 2016 for other solutions.

As a result of the above, our gross profit increased slightly from US$30.7 million in 2015 to US$34.3 million in 2016. Specifically, gross profit for our mobile audience solutions increased significantly by US$6.1 million, or 179.4%, from US$3.4 million in 2015 to US$9.5 million in 2016, and gross profit for our other solutions decreased by US$2.5 million, or 9.2% from US$27.3 million in 2015 to US$24.8 million in 2016. Our gross profit margin decreased from 47.1% in 2015 to 36.0% in 2016 primarily due to the expansion in our mobile audience solutions. In addition, a larger percentage of our gross billing in 2016 was recognized as net revenues on a gross basis compared to 2015, which also contributed to an overall lower gross profit margin in 2016 compared to 2015. Gross profit margin for our mobile audience solutions decreased from 28.5% 2015 to 16.5% 2016 as a result of competitive pressure and a larger percentage of gross billing for our mobile audience solutions being recognized as net revenues on a gross basis in 2016 compared to 2015. Gross margin for our other solutions increased from 51.2% 2015 to 65.9% in 2016 as a result of a smaller percentage of gross billing for our other solutions being recognized as net revenues on a gross basis in 2016 compared to 2015.

Due to competitive landscape and pricing pressure as mobile audience solutions are relatively nascent compared to other solutions, with companies competing for more market share as they enter into this market and

as mobile apps publishers tend to have stronger bargaining power compared to other online publishers as a result of the growing popularity of mobile apps, mobile audience solutions tend to command a lower gross profit margin compared to non-mobile marketing solutions. In addition, a larger percentage of gross billing from our mobile audience solution was recognized as net revenues on a gross basis in 2016, which was 48.2%, compared to that for our other solutions in the same period, which was 14.4%. As a result, gross profit margins for our mobile audience solutions in 2015 and 2016 were significantly lower than those for our other solutions for the same periods.

Operating Expenses

Our operating expenses increased by US$11.4 million, or 21.8%, during 2016 compared to 2015, primarily due to increases in general and administrative expenses and research and development expenses, partially offset by a decrease in sales and marketing expenses. Our operating expenses as a percentage of net revenue decreased from 80.1% in 2015 to 66.7% in 2016.

- *Sales and marketing expenses.* Our sales and marketing expenses decreased by US$3.1 million, or 9.9%, from US$31.4 million in 2015 to US$28.3 million in 2016. Sales and marketing expenses as a percentage of net revenues also decreased significantly from 48.1% in 2015 to 29.6% in 2016, as a result of synergies from the integration of complementary sales and marketing capabilities of OptAim and economies of scale, and as we optimized our sales and marketing efforts to focus on sales to customers who have larger marketing budgets and better credit and liquidity profiles.
- *General and administrative expenses.* Our general and administrative expenses increased by US$14.0 million, or 110.0%, from US$12.7 million in 2015 to US$26.8 million in 2016, primarily due to an increase in personnel costs related to share base compensation to one of our founders in 2016, and an increase in headcount for our general and administrative personnel as a result of OptAim acquisition, partially offset by a decrease in legal and professional fees, which primarily related to our acquisition of OptAim in 2015, and the absence of a compensation payment to certain existing shareholders of OptAim in connection with our acquisition of OptAim in 2015. As a result, general and administrative expenses as a percentage of net revenues increased from 19.5% in 2015 to 28.1% in 2016.
- *Research and development expenses*. Our research and development expenses increased by US$0.5 million, or 5.9%, from US$8.1 million in 2015 to US$8.6 million in 2016. Research and development expenses as a percentage of our net revenues decreased from 12.4% in 2015 to 9.0% in 2016, primarily as a result of synergies from the integration of the complementary technologies and technology infrastructure of OptAim and economy of scale.

Interest Expense

Our interest expense increased by 566.4%, or US$0.6 million, from US$0.1 million in 2015 to US$0.7 million in 2016. This increase was primarily due to an increase in the average balance of our outstanding bank borrowings in 2016 compared to 2015.

Other Gains/(Losses), Net

Our other gains, net was US$0.8 million in 2015, compared to an other losses, net of US$1.1 million in 2016. The change was primarily due to an increase by 24.3%, or US$0.2 million, from US$0.9 million in 2015 to US$1.1 million in 2016 in net exchange loss due to the depreciation of Renminbi against the US dollars. In addition, we recorded 1) fair value gain on re-measurement of previously held equity interest in associate of US$1.2 million and 2) management fee income of US$0.4 million in 2015 in relation to our provision of office and human resource service to a third-party to help its expansion in China. We did not incur similar fair value gain and management fee in 2016.

Fair Value (Loss)/Gain on Derivative Liabilities

Our fair value loss on derivative liabilities was US$19.4 million in 2015, compared to a fair value gain on derivative liabilities of US$4.0 million in 2016. The fair value loss or gain on derivative liabilities related to our preferred shares, the conversion and redemption features of which are required to be bifurcated and accounted for as derivative liabilities. The fair value gain on derivative liabilities of US$4.0 million in 2016 was primarily related to our series A, B, D and E preferred shares. The fair value loss on derivative liabilities of US$19.4 million in 2015 was primarily related to our series A, B and D preferred shares, subsequent to which we grew our business substantially as we acquired OptAim.

Share of Losses from an Equity Investee

We incurred US$38 thousand share of losses from an equity investee, Buzzinate, in 2015. We acquired the remaining equity interest in Buzzinate in February 2015 and as a result Buzzinate has become our wholly owned subsidiary and been consolidated in our financial statements since February 2015. We did not have share of losses from an equity investee in 2016.

Income Tax Benefit / (Expenses)

We recorded an income tax benefit of US$0.6 million in 2015 and an income tax expense of US$0.2 million in 2016.

Net Loss

As a result of the foregoing, our net loss decreased by 31.2% from US$39.7 million in 2015 to US$27.3 million in 2016.

Liquidity and Capital Resources

Cash Flows and Working Capital

To date, we have financed our operations primarily through the issuance of shares in private placements and bank financing. As of December 31, 2016, we had US$27.3 million in cash and cash equivalents, and borrowing capacity of US$4.4 million under our revolving credit facilities and term loan facilities of a total principal amount of US$17.3 million. As of December 31, 2016, our cash and cash equivalents primarily consisted of cash on hand, cash held at bank, and time deposits placed with banks or other financial institutions, which have original maturities of three months or less. As of December 31, 2016, we had violated certain financial covenants with respect to our bank borrowings extended by a bank, however, we had obtained the necessary waiver letters such that the bank would not demand immediate repayment. We believe that our current cash and cash equivalents, together with the borrowing capacity under our revolving credit facilities and the term loan facility and anticipated proceeds from this offering 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 capital in the future to fund our continued operations. If we determine that our cash requirements exceed our available financial resources, we may seek to issue equity or debt securities or obtain credit facilities. The issuance and sale of additional equity would result in further dilution to our shareholders. The incurrence of indebtedness would result in increased fixed obligations and could result in operating and financial covenants that might restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

In addition, although we consolidate the results of our consolidated VIE and its subsidiary, we only have access to the assets or earnings of our consolidated VIE and its subsidiary through our contractual arrangements with our consolidated VIE and its shareholders. See “Corporate History and Structure.” For restrictions and limitations on liquidity and capital resources as a result of our corporate structure, see “— Holding Company

Structure." A substantial amount of our future revenues are likely to be denominated in Renminbi. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from the SAFE as long as certain routine procedural requirements are fulfilled. However, approval from or registration with competent government authorities is required where Renminbi is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. The PRC government may at its discretion restrict access to foreign currencies for current account transactions or change the foreign exchange control policy in the future. In addition, current PRC regulations permit our PRC subsidiary to pay dividends to us only out of its accumulated profits, if any, determined in accordance with Chinese accounting standards and regulations. Our PRC subsidiary is required to set aside at least 10% of its after-tax profits after making up previous years' accumulated losses each year, if any, to fund certain reserve funds until the total amount set aside reaches 50% of its registered capital. These reserves are not distributable as cash dividends. Furthermore, capital account transactions, which include foreign direct investment and loans, must be approved by and/or registered with the SAFE and its local branches. See "Risk Factors — Risks Relating to Doing Business in China — Governmental control of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment."

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

	Year Ended December 31,	
	2015	2016
	(US$ in thousands)	
Selected Consolidated Cash Flow Data:		
Net cash used in operating activities	(9,797)	(3,907)
Net cash used in investing activities	(18,095)	(3,710)
Net cash (used in)/provided by financing activities	(2,612)	24,564
Effect on exchange rate changes on cash and cash equivalents	(232)	(62)
Net (decrease)/increase in cash and cash equivalents	(30,504)	16,947
Cash and cash equivalents at the beginning of year	41,131	10,395
Cash and cash equivalents at the end of year	10,395	27,280

Operating Activities

Net cash used in operating activities amounted to US$3.9 million in 2016, which was mainly attributable to a net loss of $27.3 million, partially offset by a net increase in working capital of US$1.3 million and non-cash items of US$22.2 million. The net increase in working capital of US$1.3 million was primarily attributable to a increase in deferred revenue of US$10.8 million, and increase in income tax payable of US$1.9 million and a decrease in rebates receivables of US$1.4 million, partially offset by an increase in prepaid media cost of US$9.6 million and an increase in accounts receivable of US$2.3 million. The increase in deferred revenue of US$10.8 million was primarily driven by an increase in receipt in advance from customers. The increase in prepaid media cost of US$9.6 million was primarily driven by an increase in prepayment to certain publishers to secure rebates.

The non-cash items of US$22.2 million were primarily attributable to share-based compensation of US$21.2 million in relation to our share based payment to one of our founders and certain members of OptAim management team of US$17.6 million and employees of US$3.6 million in 2016, and amortization of intangible assets of US$4.3 million relating to intangible assets, partially offset by fair value gain on derivative financial instruments of US$4.0 million.

Net cash used in operating activities was US$9.8 million in 2015, which was mainly attributable to a net loss of $39.7 million, partially offset by a net increase in working capital of US$1.6 million and non-cash items of US$28.4 million. The net increase in working capital of US$1.6 million was primarily attributable to an

increase in accrued liabilities and other current liabilities of US$9.3 million and a decrease in prepaid media costs of US$8.1 million, partially offset primarily by an increase in accounts receivable of US$13.7 million. The increase in accrued liabilities and other current liabilities of US$9.3 million was primarily driven by an increase in rebate provision to customers and accrued expenses.

The increase in accounts receivable of US$13.7 million was commensurate with the growth of our gross billing. The non-cash items of US$28.4 million were mainly attributable to fair value loss on derivative financial instruments of US$19.4 million, share-based compensation of US$6.5 million and amortization of intangible assets of US$2.0 million.

Investing Activities

Net cash used in investing activities in 2016 was US$3.7 million, due to an increase in restricted cash of US$4.2 million as we incurred more bank borrowings in 2016, and purchase of property and equipment of US$1.0 million, partially offset by a decrease in short-term investments of US$1.6 million.

Net cash used in investing activities in 2015 was US$18.1 million. This primarily consisted of US$14.5 million acquisition cost of subsidiaries, net of cash received related to the payment of cash consideration for our acquisition of OptAim and purchase of property and equipment of US$2.6 million.

Financing Activities

Net cash provided by financing activities in 2016 was US$24.6 million, which was primarily attributable to US$20.0 million of proceeds from issuance of Series E convertible redeemable preferred shares and US$8.2 million of proceeds from bank borrowings, partially offset by repayment of bank borrowings of US$3.8 million and decrease in amounts due to related parties in an amount of US$0.05 million relating to the repayment of a loan provided by our director during the year ended December 31, 2016.

Net cash used in financing activities in 2015 was US$2.6 million. This was primarily attributable to US$15.0 million of remaining proceeds from issuance of Series D convertible redeemable preferred shares, US$7.6 million of proceeds from bank borrowings and US$0.3 million of proceeds from exercise of share options. These were partially offset by the repurchase of ordinary shares in an amount of US$11.6 million, the repurchase of Series B convertible redeemable preferred shares in an amount of US$11.6 million, repayment of bank borrowings in an amount of US$1.6 million and repayment of a loan provided by our director in an amount of US$0.6 million.

Capital Expenditures

We made capital expenditures of US$2.7 million and US$0.9 million in 2015 and 2016, respectively. In these periods, our capital expenditures were mainly used for the purchase of property and equipment and purchase of software. Our capital expenditures for 2017 are expected to be approximately US$3.0 million, consisting primarily of expenditures related to the purchase of property and equipment and purchase of software. We will continue to make capital expenditures to meet the expected growth of our business.

Contractual Obligations and Commercial Commitments

The following table sets forth our contractual obligations and commercial commitments as of December 31, 2015 and 2016:

	Payment Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(US$ in thousands)				
Operating lease obligations	3,500	2,065	1,435	—	—
Debt obligation, including interest	13,555	13,471	84	—	—
Total	17,055	15,536	1,519	—	—

Our operating lease obligations relate to our leases of office premises. We lease our office premises under a non-cancelable operating lease arrangement. Rental expenses under operating leases for 2015 and 2016 were US$2.6 million and US$3.0 million, respectively.

Credit Facilities

In December 2015, we entered into a facility agreement for working capital loans with SPD Silicon Valley Bank, which was most recently amended in March 2017. Pursuant to the agreement as amended, we were granted a one-year revolving line of credit up to the lesser of (a) RMB50 million (US$7.2 million) and (b) a borrowing base equal to 70% of eligible accounts receivable (as defined in the agreement). The agreement as amended provides for customary representations, warranties, affirmative and negative covenants and events of default. The agreement as amended also includes a financial covenant that requires that we meet certain minimum monthly adjusted quick ratio, minimum quarterly EBITDA, minimum month-end unrestricted cash balance and new equity round. We provided corporate guarantee and a maximum amount of RMB60 million (US$8.6 million) account receivables as pledge to secure our obligation to SPD Silicon Valley Bank. The interest rate of this facility is the benchmark interest rate determined by the People's Bank of China for loans over one year granted by financial institutions plus 1.65% per annum. We are required to make monthly interest payments through December 2018, when the loan matures and the principal is due and payable. We are allowed to voluntarily prepay the loan without prepayment charges. As of December 31, 2016, the total outstanding amount of the revolving loan was RMB30 million (US$4.3 million) and RMB20 million (US$2.9 million) was available to be drawn under this facility.

In December 2015, we entered into a facility agreement for working capital loans with SPD Silicon Valley Bank, which was most recently amended in March 2017. Pursuant to the agreement as amended, we were provided with a US$2 million term loan and a revolving line of credit up to the lesser of (a) US$3 million and (b) a borrowing base equal to 80% of eligible accounts receivable (as defined in the agreement). The agreement as amended provides for customary representations, warranties, affirmative and negative covenants and events of default. The agreement as amended also includes a financial covenant that requires that we meet certain minimum monthly adjusted quick ratio, minimum quarterly EBITDA and minimum month-end unrestricted cash balance. We provided corporate guarantee and debentures constituting a floating charge over all assets of certain of our subsidiaries to secure our obligation to SPD Silicon Valley Bank. The interest rate for the term loan facility is the benchmark interest rate determined by three-month LIBOR plus 7.00% per annum, and we are required to make equal monthly payments of principal plus accrued interest through January 2018. We will be charged a prepayment fee if we prepay the term loan before the maturity date. As of December 31, 2016, the total outstanding amount of the term loan was approximately US$1.1 million and no further amounts were available to be drawn under this facility. The interest rate of the revolving loan is the benchmark interest rate determined by three-month LIBOR plus 5.75% per annum, and we are required to make monthly interest payments through December 2017, when the loan matures and the principal is due and payable. We are allowed to voluntarily prepay the revolving loan without prepayment charges. As of December 31, 2016, the total outstanding amount under the revolving loan was US$2,950,000 and US$50,000 was available to be drawn under this facility. This loan also contains certain repayable on demand clause.

In May 2016, we entered into a facility agreement for working capital loans with Bangkok Bank, which was most recently amended in October 2016. Pursuant to the agreement as amended, we were provided with a RMB20 million (US$2.9 million) revolving line of credit. The agreement as amended provides for customary representations, warranties, affirmative and negative covenants and events of default. The agreement as amended does not include a financial covenant. Our obligations to Bangkok Bank are secured by a pledged deposit in US dollar equals to 105% of our total outstanding amount under this facility. The interest rate of this facility was the benchmark interest rate determined by the People's Bank of China for loans over six months granted by financial institutions plus 20.0% per annum. We are required to make monthly interest payments through May 2017, when the loan matures and the principal is due and payable. We will be charged a prepayment fee if we prepay the loan before the maturity date. As of December 31, 2016, the total outstanding amount of the revolving loan was RMB10 million (US$1.4 million) which was repaid in January 2017.

In July 2016, we entered into a facility agreement for working capital loans with SPD Silicon Valley Bank, which provides for a RMB12 million (US$1.6 million) one-year non-revolving loan. The agreement contains customary representations, warranties, affirmative and negative covenants and events of default. The agreement also includes a financial covenant that requires that we meet certain foreign debt quota coverage. Our obligations to Silicon Valley Bank are secured by a pledged deposit with an amount of US$2 million. The interest rate of this facility is the benchmark interest rate determined by the People's Bank of China for loans over one year granted by financial institutions plus 0.435% per annum, and we are required to make monthly interest payments through July, 2017, when the loan matures and the principal is due and payable. We are allowed to voluntarily prepay the loan without prepayment charges. As of December 31, 2016, the total outstanding amount of the non-revolving loan was RMB12 million (US$1.7 million) and no further amounts were available to be drawn under that facility.

In November 2016, we entered into a facility agreement for working capital loans with SPD Silicon Valley Bank, which provides for a RMB10 million (US$1.4 million) three-month non-revolving loan. The agreement includes a financial covenant that requires that we meet certain foreign debt quota coverage. Our obligations to Silicon Valley Bank are secured by a pledged deposit with an amount of US$1,666,000. The interest rate of this loan facility is the benchmark interest rate determined by the People's Bank of China for loans over three months granted by financial institutions plus 0.435% per annum, and we are required to make monthly payment of accrued interest through February 2017, when the loan matures and principal is due and payable. We are allowed to voluntarily prepay the loan without prepayment charges. As of December 31, 2016, the total outstanding amount of the non-revolving loan was RMB10 million (US$1.4 million) and no further amounts were available to be drawn under that facility. The facility was fully repaid in February 2017.

Other than those shown above, we did not have any significant capital and other commitments, long-term obligations, or guarantees as of December 31, 2016.

Off-balance Sheet Commitments and Arrangements

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of third parties. We have not entered into any derivative contracts that are indexed to our shares and classified as shareholder's 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 that engages in leasing, hedging or product development services with us.

Internal Control over Financial Reporting

Prior to this offering, we have been a private company with limited accounting personnel and other resources with which to address our internal control and procedures over financial reporting. In the course of auditing our consolidated financial statements for the years ended December 31, 2015 and 2016, we and our independent registered public accounting firm identified two material weaknesses in our internal control over financial reporting, as well as other control deficiencies. As defined in the standards established by the PCAOB, a "material weakness" is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our company's annual or interim financial statements will not be prevented or detected on a timely basis.

These two material weaknesses identified relate to (1) the lack of sufficient accounting personnel with appropriate understanding of U.S. GAAP and SEC reporting requirements, and (2) the lack of a comprehensive accounting policies and procedures manual to facilitate preparation of U.S. GAAP financial statements, which inhibits our subsidiaries' ability to prepare consolidation from local books based on PRC GAAP and Hong Kong Financial Reporting Standards to their U.S. GAAP basis information for group financial reporting and imposes a risk that adjustments to U.S. GAPP are not identified in a timely manner. Neither we nor our independent

registered public accounting firm undertook a comprehensive assessment of our internal control under the Sarbanes-Oxley Act for purposes of identifying and reporting any weakness in our internal control over financial reporting. We and they are required to do so only after we become a public company. Had we performed a formal assessment of our internal control over financial reporting or had our independent registered public accounting firm performed an audit of our internal control over financial reporting, additional control deficiencies may have been identified.

To remedy our identified material weaknesses, we have adopted a few measures to improve our internal control over financial reporting, including. In particular, we are in the process of hiring additional accounting staff with an appropriate understanding of U.S. GAAP and SEC reporting requirements. We also plan to establish a comprehensive accounting policies and procedures manual and provide internal training to accounting and operation staff in relation to these policies and procedures.

We cannot assure you that we will remediate our material weaknesses 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, we may be unable to accurately report our results of operations, meet our reporting obligations or prevent fraud.”

As a company with less than US$1.07 billion in revenue for our last fiscal year, we qualify as an emerging growth company pursuant to the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 of the Sarbanes-Oxley Act of 2002, in the assessment of the emerging growth company’s internal control over financial reporting. The JOBS Act also provides that an emerging growth company does not need to comply with any new or revised financial accounting standards until such date that a private company is otherwise required to comply with such new or revised accounting standards. However, we have elected to “opt out” of this provision and, as a result, we will comply with new or revised accounting standards as required when they are adopted for public companies. This decision to opt out of the extended transition period under the JOBS Act is irrevocable.

Holding Company Structure

iClick Interactive Asia Group Limited is a Cayman Islands exempted limited liability company, used as a holding company with no material operations of its own. We conduct our operations primarily through our wholly owned subsidiaries, our consolidated VIE and its subsidiary in China. As a result, our ability to pay dividends depends upon dividends paid by our PRC subsidiaries. If our PRC 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 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 and consolidated affiliated entities is required to set aside at least 10% of its after-tax profits each year, if any, to fund a statutory reserve until such reserve reaches 50% of its 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. Remittance of dividends by a wholly foreign-owned company out of China is subject to examination by the banks designated by the SAFE. We currently plan to reinvest all earnings from our PRC subsidiaries to their business developments and do not plan to request dividend distributions from them.

Inflation

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

Quantitative and Qualitative Disclosures about Market Risk

Foreign Exchange Risk

Foreign currency risk arises from future commercial transactions and recognized assets and liabilities. A significant portion of our revenue-generating transactions and expense-related transactions are denominated in Renminbi, which is the functional currency of our subsidiaries, VIE and its subsidiaries in China. Our commercial transactions outside China are primarily denominated in U.S. dollars and Hong Kong dollars, which are pegged to U.S. dollars. We do not hedge against currency risk.

The value of Renminbi against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in political and economic conditions and the foreign exchange policy adopted by the PRC government. On July 21, 2005, the PRC government changed its policy of pegging the value of the Renminbi to the U.S. dollar. Following the removal of the U.S. dollar peg, the Renminbi appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the Renminbi and the U.S. dollar remained within a narrow band. Since June 2010, the PRC government has allowed the Renminbi to appreciate slowly against the U.S. dollar again, and it has appreciated more than 10% since June 2010. On August 11, 2015, the PBOC announced plans to improve the central parity rate of the RMB against the U.S. dollar by authorizing market-makers to provide parity to the China Foreign Exchange Trading Center operated by the PBOC with reference to the interbank foreign exchange market closing rate of the previous day, the supply and demand for foreign currencies as well as changes in exchange rates of major international currencies. Effective from October 1, 2016, the International Monetary Fund added Renminbi to its Special Drawing Rights currency basket. Such change and additional future changes may increase the volatility in the trading value of the Renminbi against foreign currencies. The PRC government may adopt further reforms of its exchange rate system, including making the Renminbi freely convertible in the future. Accordingly, it is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between Renminbi and the U.S. dollar in the future.

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

As of December 31, 2016, we had Renminbi-denominated cash and cash equivalents, accounts receivable, prepaid cost and deferred revenue of RMB67.7 million, RMB159.0 million, RMB238.4 million and RMB167.9 million, respectively. We estimate that a 10% depreciation of Renminbi against the U.S. dollar based on the foreign exchange rate on December 31, 2016 would result in our holding U.S. dollar equivalents of US$(0.9) million, US$(2.1) million, US$(3.1) million and US$2.2 million for cash and cash equivalents, accounts receivable, prepaid cost and deferred revenue, respectively. In addition, we estimate that a 10% depreciation of Renminbi against the U.S. dollar based on the foreign exchange rate on December 31, 2015 would result in a decrease of US$3.1 million and US$1.9 million in our net revenues and cost of revenues in 2015, respectively, and a 10% depreciation of Renminbi against the U.S. dollar based on the foreign exchange rate on December 31, 2016 would result in a decrease of US$6.7 million and US$5.3 million change in our net revenues and cost of revenues in 2016, respectively.

Certain of our operating activities are transacted in HK dollars. We consider the foreign exchange risk in relation to transactions denominated in HK dollars with respect to U.S. dollars is not significant as HK dollar is pegged to U.S. dollar.

Interest Rate Risk

Our main interest rate exposure relates to bank borrowings. We also have interest-bearing assets, including cash and cash equivalents, short-term investments and restricted cash. We manage our interest rate exposure with

a focus on reducing our overall cost of debt and exposure to changes in interest rates. All of the aggregate principal outstanding amount of our bank borrowings as of December 31, 2016 was at floating rates.

As of December 31, 2016, if interest rates increased/decreased by 1%, with all other variables having remained constant, and assuming the amount of bank borrowings outstanding at the end of the year was outstanding for the entire year, our net loss would have been US$129,818 higher/lower, respectively, mainly as a result of higher/lower interest expense for our bank borrowings at floating rates.

Impact of Recently Issued Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)" ("ASU 2014-09"). ASU 2014 -09 will eliminate transaction-specific and industry-specific revenue recognition guidance under current U.S. GAAP and replace it with a principle-based approach for determining revenue recognition. ASU 2014-09 will require that companies recognize revenues based on the value of transferred goods or services as they occur in the contract. The ASU also will require additional disclosure about the nature, amount, timing and uncertainty of revenues and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. In August 2015, the FASB issued ASU 2015-14, which defers by one year ASU 2014-09's effective date. The amendment will be effective for annual reporting periods beginning after December 15, 2017 including interim periods within that reporting period. Early adoption is permitted only for annual and interim periods beginning after December 15, 2016.

In March 2016, the FASB issued ASU 2016-08, which amends the principal-versus-agent implementation guidance and illustrations in the Board's new revenue standard (ASC 606). The amendments in this update clarify the implementation guidance on principal versus agent considerations. When another party, along with the reporting entity, is involved in providing goods or services to a customer, an entity is required to determine whether the nature of its promise is to provide that good or service to the customer (as a principal) or to arrange for the good or service to be provided to the customer by the other party (as an agent). The guidance is effective for interim and annual periods beginning after December 15, 2017.

We will apply the new revenue standard beginning January 1, 2018 and will not early adopt. We will set up an implementation team to analyze each revenue stream in accordance with the new revenue standard to determine the impact on our consolidated financial statements. We plan to continue the evaluation, analysis and documentation of its adoption of ASU 2014-9 (including those subsequently issued updates that clarify its provisions) throughout 2017 as we work towards the implementation and finalizes our determination of the impact that the adoption will have on our consolidated financial statements.

In February 2015, the FASB issued ASU No. 2015-02, "Consolidation (Topic 810): Amendments to the Consolidation Analysis" ("ASU 2015-02"). ASU 2015-02 focuses on the consolidation evaluation for reporting organizations that are required to evaluate whether they should consolidate certain legal entities. The ASU simplifies consolidation accounting by reducing the number of consolidation models from four to two. In addition, the new standard simplifies the FASB Accounting Standards Codification and improves current guidance by: (i) placing more emphasis on risk of loss when determining a controlling financial interest; (ii) reducing the frequency of the application of related-party guidance when determining a controlling financial interest in a VIE; and (iii) changing consolidation conclusions for public and private companies in several industries that typically make use of limited partnerships or VIEs.

The ASU will be effective for periods beginning after December 15, 2016, for public companies. For public business entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. We are in the process of evaluating the impact of the standard on our consolidated financial statements.

In November 2015, the FASB issued ASU No. 2015-17, “Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes”. The new guidance requires entities to present all deferred tax assets and liabilities, along with any related valuation allowance, as non-current on the balance sheet. The guidance is effective for publicly-traded companies for interim and annual periods beginning after December 15, 2016 (early adoption is permitted). We do not expect this standard to have a material impact on our consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02: Leases (Topic 842). The core principle of Topic 842 is that a lessee should recognize the assets and liabilities that arise from leases. All leases create an asset and a liability for the lessee in accordance with FASB Concepts Statement No. 6, Elements of Financial Statements, and, therefore, recognition of those lease assets and lease liabilities represents an improvement over previous U.S. GAAP, which did not require lease assets and lease liabilities to be recognized for most leases.

For public business entities, the amendments in this update are effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. We are in the process of evaluating the impact of the standard on our consolidated financial statements.

On August 6, 2016, the FASB issued ASU 2016-15, “Statement of Cash Flows — Classification of Certain Cash Receipts and Payments.” The ASU provides guidance on the classification of certain cash receipts and payments including debt prepayment or debt issuance costs and cash payments for contingent considerations. The ASU also provides clarification on the application of the predominance principle outlined in ASC 230. The effective date for public entities will be annual periods beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is permitted. We are currently evaluating the impact of this standard will have on our consolidated financial statements.

In October 2016, the FASB issued ASU 2016-16, Income Taxes: Intra-Entity Transfers of Assets Other Than Inventory (Topic 740). This standard will require entities to recognize the income tax consequences of intra-entity transfers of assets other than inventory at the time of transfer. This standard requires a modified retrospective approach to adoption. ASU 2016-16 is effective for fiscal years and interim periods within those years beginning after December 31, 2018. We do not expect ASU 2016-16 to have a material impact to our consolidated financial statements.

In January 2017, the FASB issued ASU 2017-01, Business Combinations (Topic 805): Clarifying the Definition of a Business, which revises the definition of a business. To be considered a business, an acquisition would have to include an input and a substantive process that together significantly contribute to the ability to create outputs. To be a business without outputs, there will now need to be an organized workforce. ASU 2017-01 is effective for fiscal years and interim periods within those years beginning after December 15, 2018. We currently do not expect ASU 2017-01 to have a material impact to our consolidated financial statements, but will apply the guidance upon adoption to business acquisitions, disposals and segment changes, if any.

In March, 2016, the FASB issued ASU 2016-09, “Compensation — Stock Compensation (Topic 718): 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; (d) accounting for forfeitures of share-based payments. The ASU will be effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. We do not expect this standard to have a material impact on our consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, “Statement of Cash Flows (Topic 230): Restricted Cash”, which requires entities to include restricted cash and restricted cash equivalents in the cash and cash equivalent balances in the statement of cash flows. The ASU is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years, with early adoption permitted. We are currently evaluating the impact of the adoption on our consolidated financial statements.

In January 2017, the FASB issued ASU 2017-04, “Intangibles — Goodwill and Other (Topic 350): simplifying the test for goodwill impairment”, the guidance removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. Goodwill impairment will now be the amount by which a reporting unit’s carrying value exceeds its fair value, not the difference between the fair value and carrying amount of goodwill which was the step 2 test before. The ASU should be adopted on a prospective basis for the annual or any interim goodwill impairment tests beginning after December 15, 2019. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. We are currently evaluating the impact of adopting this standard on our consolidated financial statements.

INDUSTRY

All the information and data presented in this section have been derived from Frost & Sullivan's industry report dated June, 2017 entitled "China Online Marketing Market Independent Market Research", unless otherwise noted. Frost & Sullivan has advised us that the statistical and graphical information contained herein is drawn from its database and other sources. The following discussion includes projections for future growth, which may not occur at the rates that are projected or at all.

China's Online Marketing Market

Benefiting from its rapid economic growth and increasing domestic consumption in the past decades, China has the world's second largest marketing industry with a market size of RMB924.3 billion in 2016, as measured by total marketing spend, growing from RMB697.2 billion in 2012 with a CAGR of 7.3%. It is expected to reach RMB1,371.4 billion in 2021, representing a CAGR of 8.2% from 2016 to 2021.

Driven by continuous innovations in internet and mobile technologies and the increasing amount of time consumers spend on digital devices as well as the data-driven potential of online marketing, marketers are increasingly shifting their marketing spend from offline channels, such as television advertising, print advertising and radio advertising, to online channels in order to achieve wider but more targeted audience reach and provide more tailored marketing messages in a cost effective manner. Online marketing in China, as measured by total marketing spend, grew from RMB152.6 billion in 2012 to RMB343.4 billion in 2016, representing a CAGR of 22.5%, which outpaced the growth of the overall marketing market. Online marketing spend in China is expected to reach RMB767.1 billion in 2021, representing a CAGR of 17.4% from 2016 to 2021. In 2016, online marketing spend accounted for approximately 37.2% of total marketing spend in China, surging from 21.9% in 2012. This percentage is expected to continue to increase in the coming years, reaching approximately 52.3% in 2020, when online marketing surpasses offline marketing as the primary segment in China's marketing industry.

Mobile marketing is gaining increasing popularity in China, which is a major driver of growth of the online marketing market.

- The mobile online marketing market size surged from RMB58.6 billion in 2012 to RMB216.9 billion in 2016, representing a CAGR of 38.7%. The mobile online marketing market replaced the dominant role of PC online marketing in 2015 and it is expected to maintain its upswing and reach RMB689.3 billion by 2021, representing a CAGR of 26.0% from 2016 to 2021.
- The number of mobile internet users in China is expected to grow from 695 million in 2016 to 876 million in 2021, and the penetration of mobile internet users as a percentage of total internet users in China is expected to grow from 95.1% in 2016 to 97.0% in 2021. Driven by high-speed networks and the growing variety of smartphones, tablets and mobile applications, the average weekly time spent on the internet through mobile devices per capita in China has increased significantly at a CAGR of 21.0% from 2012 to 2016, and is expected to grow from 19.1 hours in 2016 to 37.9 hours in 2021, representing a CAGR of 14.7%.

The diagram below illustrates the historical and projected breakdown of the online marketing market in China by online and offline segments for each of the periods presented.

Online Marketing Market Size Breakdown by Device (China), 2012-2021E

	2012	2013	2014	2015	2016	2017E	2018E	2019E	2020E	2021E
Mobile	58.56	83.64	116.96	160.56	216.89	281.56	359.02	451.23	560.56	689.31
PC	94.04	110.63	124.60	129.34	126.55	124.70	119.98	111.99	100.11	77.81
% of Mobile	38.4%	43.1%	48.4%	55.4%	63.2%	69.3%	75.0%	80.1%	84.8%	89.9%

Online marketing is divided into the following four segments:

- *Create*: the creation, personalization curation and management of marketing content to be delivered to targeted audience;
- *Connect*: the delivery of marketing content to targeted audience through marketing channels and forms;
- *Manage*: the planning and management strategies to accomplish marketing objectives utilizing available resources; and
- *Measure*: the gathering of valuable audience insights through monitoring and analyzing campaign performance and other data traffic.

The key trends shaping China's online marketing market include:

- *Integration of media resources*. Marketers tend to promote their products and services through the most efficient channels. Companies that provide one-stop platforms to help marketers deliver marketing content and monitor its effectiveness across a wider spectrum of marketing channels in an cost-efficient manner are expected to benefit from this trend.
- *Enrichment, diversification and personalization of marketing content.* Content marketing is a strategic marketing approach focusing on creating and distributing valuable, relevant and consistent content to attract and retain targeted audience and ultimately drive consumption. The ability to enrich, diversify and personalize marketing content will be one of the most critical factors for online marketing companies to succeed.
- *Rise of mobile marketing.* Mobile marketing market has demonstrated tremendous growth potential with significant advantages in terms of accessibility and portability. In light of the growing mobile audience base and continuous innovation in mobile technology, companies that can help marketers better create, connect, manage and measure their marketing through mobile channels are poised to capture greater market share.
- *Development of advanced online marketing technologies.* Advanced technologies have proven to boost the efficiency and capability of market content delivery, and to increase the reach of audience group. It also enables marketers to collect, monitor and analyze information and explore valuable insights, which in turn help them develop and implement targeted market strategies. As a result, companies that focus on technology innovations to online marketing to efficiently execute marketing campaigns are expected to capitalize on this trend.

- *Rising significance of audience data management.* Audience data management can help marketers gather valuable insights to evaluate the performance of their marketing campaigns and plan future marketing strategies. Companies that are able to apply technologies such as big data and cloud computing to extract most value out of audience data to increase effectiveness and efficiency of marketing objectives for marketers are expected to benefit from this trend.

China's Online Marketing Technology Market

Technologies have been increasingly utilized in online marketing in China in recent years. They help marketers optimize marketing resources and create and deliver tailored marketing content to a wide range of audience effectively and efficiently. They also provide instrumental data insights and feedback on audience engagement. The total size of China's online marketing technology market, as measured by gross billing, was RMB129.1 billion in 2016, growing from RMB53.7 billion 2012, representing a CAGR of 24.5%, and is expected to further increase to RMB302.3 billion in 2021, representing a CAGR of 18.5% from 2016 to 2021.

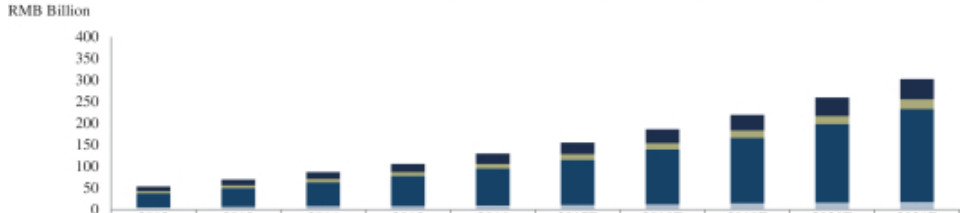
China's online marketing technology market experienced rapid growth in the past years. In the United States, marketers are accustomed to having larger marketing departments well versed in online marketing, including using marketing technologies through self-service model. In China, marketers expect a higher level of customer service support when using marketing technologies or more simplified marketing technology solutions that would enable them to execute marketing campaigns on their own.

Online marketing technology market can be divided into the same four segments as the online marketing industry, as each segment of the online marketing industry is served by marketing technologies of different functionalities:

- *Create:* technologies that assist marketers in designing marketing content, and include content creation tools, graphic creation tools, webinar and event creation tools.
- *Connect:* technologies that assist marketers in the delivery of marketing content to targeted audience, and include mobile apps design tools, search engine tools, email tools, video and display processing, analyzing and compressing technologies.
- *Manage*: technologies that assist marketers in accomplishing marketing objectives, and include customer relationship management system, or CRM system, marketing automation, account-based marketing, or ABM, project and product management tools.
- *Measure:* technologies that assist marketers in monitoring and analyzing data to derive valuable insights, and include mobile and web analytic tools, cloud computing and data integration tools.

The diagram below illustrates the historical and projected breakdown of China's online marketing technology market.

Overall Online Marketing Technology Market Breakdown by Major Segments (China), 2012-2021E



	2012	2013	2014	2015	2016	2017E	2018E	2019E	2020E	2021E
Create	4.9	6.0	7.3	8.5	9.8	11.1	12.6	14.1	15.7	17.3
Connect	32.6	42.9	55.3	68.8	85.2	104.4	126.7	151.8	181.8	215.7
Manage	5.5	6.7	8.1	9.5	11.1	12.9	14.9	17.2	19.6	22.0
Measure	10.8	13.4	16.4	19.4	23.1	27.2	31.7	36.6	42.0	47.3

Each of these four segments has experienced rapid growth in the past five years. From 2012 to 2016, the size of "create", "connect", "manage" and "measure" online marketing technology segments, as measured by gross billing, increased from RMB4.9 billion to RMB9.8 billion, from RMB32.6 billion to RMB85.2 billion, from RMB5.5 billion to RMB11.1 billion, and from RMB10.8 billion to RMB23.1 billion, representing CAGRs of 18.8%, 27.2%, 19.3% and 20.9%, respectively. It is expected that each of these segments will continue to grow rapidly, reaching RMB17.3 billion, RMB215.7 billion, RMB22.0 billion and RMB47.3 billion, respectively, in 2021.

In addition to the trends that drive the growth of China's online marketing market in general, the following trends have driven, and are expected to continue to drive, the growth of online marketing technology market in China:

- *Big data era.* The emergence and use of big data have transformed the planning and execution of marketing campaigns. Marketers are increasingly taking advantage of big data to refine marketing strategies on a real time basis for more cost-effective marketing. Online marketing technology companies with advanced big data analytics capacities that harness large amount of unstructured data to derive valuable insights on consumer behaviors and marketing performance can help marketers achieve this goal.
- *Rising demand from small and medium-sized enterprises*. With the help of online marketing technologies, small and medium-sized enterprises have more options to promote their products and services and reach their targeted customers through various online marketing channels at relatively low costs. Online marketing technology companies with solutions and solution delivery models tailored to the need of small and medium-sized enterprises are expected to benefit from this trend.
- *Rising Demand from Multinational Companies.* With rapid economic growth and increasing consumer spending power in China, multinational companies with global brands have a rising demand in bringing more of their products in China and need to better understand Chinese audience in order to develop more targeted marketing strategies to promote brand awareness and access a wider audience through multiple online marketing channels. Online marketing technology companies that offer one-stop access to a wide variety of cross-channel content distribution opportunities to Chinese audience and with resources to bridge multinational companies to the China market are expected to benefit from this trend.
- *Rising demand from and outsourcing of certain services by publishers*. Publishers are increasingly looking to online marketing technologies to better monetize their media resources and channels, including innovations on audience engagement formats. In addition, publishers are increasingly outsourcing certain aspects of their services, such as audience data monitoring and analysis and marketing performance evaluation to online marketing technology platforms. Online marketing technology companies with advanced data analytics capabilities and close working relationships with publishers, including through collaborations on research and development initiatives, are expected to benefit from these trends.
- *Market consolidation.* The trend of horizontal integration among small and medium-sized enterprises in the online marketing technology market is expected to continue as these enterprises look to diversify their product portfolios and enhance technology capabilities.

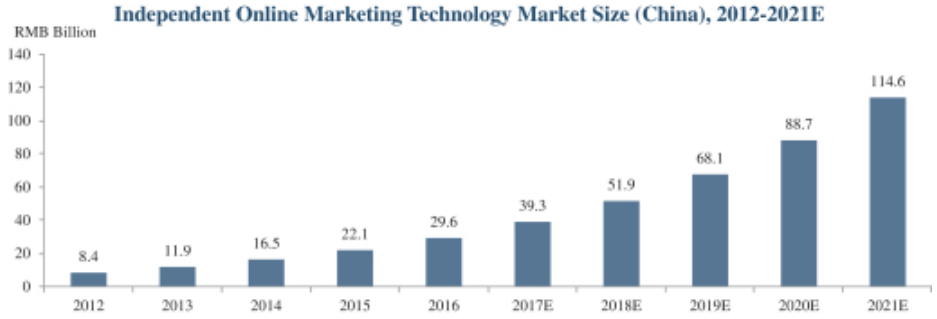
China's Independent Online Marketing Technology Market

Independent online marketing technology companies are online marketing technology companies which do not own, or are not part of any group which owns, any online publishing resources. Compared to non-independent online marketing technology companies, which own, or are part of any group who owns, any online publishing resources, independent online marketing technology companies are perceived to have the following advantages:

- *Access to more diverse sources of data and wider range of content distribution opportunities.* Non-independent online marketing technology companies may be limited in their access to audience data and content distribution opportunities from their competing publishers.
- *Neutrality.* Independent online marketing technology companies are perceived to provide more neutral and unbiased value proposition to marketers as its selection of channels to deliver marketing content is solely driven by the evaluation as to which channels would achieve maximum results with minimal costs for marketers.

The total size of China's independent online marketing technology market, as measured by gross billing, was RMB29.6 billion in 2016, growing from RMB8.4 billion in 2012, representing a CAGR of 37.2%, and is expected to reach RMB114.6 billion in 2021, representing a CAGR of 31.1% from 2016 to 2021. This market is highly competitive and fragmented. We were the largest independent online marketing technology company in China in terms of gross billing in 2016, with a market share of 5.2%. The five largest independent online marketing technology companies in China accounted for a total market share of 13.1% in terms of gross billing in 2016.

The diagram below illustrates the historical and projected growth of China's independent online marketing technology market.



BUSINESS

Overview

We were the largest independent online marketing technology platform in China in terms of gross billing in 2016 according to Frost & Sullivan. We had the largest Chinese consumer data set in terms of number of active profiled users in 2016 among independent online marketing technology companies in China; during 2016, we bridged the largest number of multinational companies to the China market among all independent online marketing technology platforms in China according to Frost & Sullivan.

We serve as an integrated cross-channel gateway that provides marketers with innovative and cost-effective ways to optimize their online marketing efforts throughout their marketing cycle and achieve their branding and performance-based marketing goals. Our integrated data-driven solutions help marketers identify, engage and activate potential customers, monitor and measure the results of marketing campaigns, and create content catering to potential customers across different content distribution channels through both PC and mobile devices.

Our solutions are enabled and supported by our extensive data set, sophisticated data analytics capabilities and cutting-edge technologies. We collect data from a wide variety of channels, including through our proprietary tracking tools, from our marketers, publishers and ad exchanges when managing marketing campaigns, and to a lesser extent, from third-party strategic partners. From our large volume of unstructured data, we construct context-rich user profiles, utilizing our proprietary audience profiling and segmentation technologies. These user profiles, which are updated and refined on a continuous basis, typically include information on a user's attributes, such as his or her demographics, geographic location, device preference, spending history, personal interest and other online or offline behavioral pattern. In the 30 days leading up to April 15, 2017, we analyzed approximately 651.6 million active profiled users with 23 attributes on average for each such profile. Leveraging our sophisticated automation and deep learning technologies, we continually refine our big data analytics and update our user profiles to address the evolving needs of our customers, optimize the effectiveness of our solutions, and increase our operational efficiency while ensuring the stability of our data and platform as we scale up operations.

Our platform appeals to marketers by offering omni-channel reach to the Chinese audience. We provide our customers one-stop access to a wide variety of cross-channel content distribution opportunities, including those from the leading online publishers in China. We offer both mobile audience solutions and other solutions based on channels desired by our customers. In the 30 days leading up to April 15, 2017, we covered approximately 72,000 mobile apps and 2.3 million websites. We work closely with our content distribution partners to facilitate innovative and effective audience engagement. In 2016, our gross billing from mobile audience solutions and other solutions amounted to US$112.4 million and US$123.9 million, respectively.

We take a flexible approach to the delivery model of our solutions in order to cater to the preferences and levels of internal resources and expertise of customers. Customers may choose to access our solutions through (i) a self-service model, under which they have the flexibility to utilize our solutions "a la carte" to complement their existing marketing resources, and (ii) a managed service model, where our account management team provides in-depth services that suit customers' specified marketing objectives and budgets utilizing our solutions.

The success of our solutions is evidenced by our strong, diverse and loyal customer base from a broad range of industry verticals, including banking and finance, entertainment and media, and E-commerce. Our customers include direct marketer customers and marketing agencies, and feature companies of different sizes, including more than 150 multinationals companies in 2016, as well as small and medium-sized enterprises, and from different geographic regions in and outside China. We derived over 70% of our gross billing from direct marketer customers in 2015 and 2016.

We generate revenue primarily from customers' marketing spend through our platform as they utilize our solutions, and to a less extent from rebates from certain publishers. We have achieved rapid growth in recent

years. Our gross billing grew by 32.5% from US$178.2 million in 2015 to US$236.3 million in 2016 and our net revenues grew by 46.2% from US$65.2 million in 2015 to US$95.4 million in 2016. Our net loss was US$39.7 million and US$27.3 million in 2015 and 2016, respectively.

Our Competitive Strengths

We believe that the following competitive strengths have contributed to our success, differentiated us from our competitors and will continue to support our growth:

Leading independent online marketing technology platform in China with a highly scalable and flexible business model

We were the largest independent online marketing technology platform in China in terms of gross billing in 2016, according to Frost & Sullivan. As one of the first independent online marketing technology platforms in China to apply a data-driven approach to address marketers' needs, according to Frost & Sullivan, our business has grown rapidly. In 2016, our gross billing reached US$236.3 million, up by 32.5% from 2015, leading to net revenue of US$95.4 million, up by 46.2% from 2015.

To address marketers' needs and deliver highly integrated customer experience throughout their marketing cycle, we have developed a suite of end-to-end solutions spanning from identification, engagement and activation of their potential customers, to monitoring and measurement of the results of online marketing campaigns, to creating content catering to their potential customers across different channels. We offer both mobile audience solutions and other solutions based on channels desired by our customers. Our solutions are delivered under our self-service model or managed service model, which we believe are well suited to the current development stage of online marketing in China. Our self-service model enables sophisticated marketers to run their campaigns on an "a-la-carte", cost-effective basis. Our managed service model, under which our account management team provides in-depth services utilizing our solutions, enables marketers to navigate through complicated and fragmented online marketing landscapes and manage their marketing activities based on specified objectives and budgets. This model is attractive to a wide spectrum of marketers because of the ease of use and helps us foster long-term strategic relationships with marketers to gain valuable insights into their audience data and refine our data algorithms.

We have been prioritizing our mobile strategy since 2014, including through our acquisition of OptAim on July 24, 2015. We have also launched an increasing number of mobile audience solutions, such as MoSocial in March 2015, and MoTV and MoFeeds in November 2015, to capture a larger share of online marketing spend on mobile apps, which we believe to have significant growth potential. According to Frost & Sullivan, in 2016, 95.1% of Internet users were mobile Internet users, and from 2016 to 2021, per capita mobile weekly time spent on the Internet is expected to grow at a CAGR of 14.7%. In addition, we are continually simplifying and streamlining the features and functions of our solutions so that small and medium-sized enterprises in China may also run their campaigns on a self-serve basis on our platform. For example, our iExpress solution is designed to be used by small and medium-sized enterprises to access audience on various mobile and online channels. Our operation is also highly scalable as our solutions are designed for easy plug-and-play and compatibility with marketers' own systems and databases requiring minimal additional tailoring.

Leveraging our market-leading position, we are well-positioned to attract and retain marketers and gain access to premium audience engagement opportunities, creating a virtuous cycle which we expect to continue to fuel our growth. As we attract more marketing spend, we are able to gain access to more extensive data, reinforce our content distribution network and enhance our access to audience engagement opportunities to reach more audience, which in turn draws more marketers to our platform.

Largest independent Chinese consumer data set with omni-channel, targeted audience reach

We had the largest Chinese consumer data set in terms of number of active profiled users in 2016 among independent online marketing technology companies in China, according to Frost & Sullivan. In the 30 days

leading up to April 15, 2017, we analyzed data of approximately 651.6 million active profiled users. The average daily volume of the data we collected reached 1.2 terabytes in the 30 days leading up to April 15, 2017.

Our data is robust in terms of comprehensiveness and variety. It comes from a variety of sources, including from our own tracking through proprietary toolbars and software development kits installed on apps and websites, from marketers, publishers and ad exchanges, and from third-party data partners, including major internet companies in China. Our data includes users' intent, interest, online transaction, offline purchase behavioral data, social data and demographic data, which helps us construct a context-rich user profile. Our proprietary user profiles typically include information on a user's attributes, such as his or her demographics, geographic location, device preference, spending history, personal interest and other online or offline behavioral pattern, which can be targeted for marketing campaigns by specific industry verticals. These user profiles are continuously fed into our content distribution opportunity matching process, allowing marketers to identify and access or activate the right audience omni-channel. In particular, as internet users spend more time engaging with contents on the mobile channel, a larger proportion of our content distribution takes place on the mobile channel and in the native content format in particular to capitalize on the evolving behavior of internet users. Our data also includes campaign performance data that helps marketers refine campaign strategies and guide future campaign planning.

As we continue to deliver increasingly targeted and personalized audience engagement opportunities to marketers, more marketers are attracted to, or increase their marketing spend on, our platform. As our engagement with marketers expands and deepens, our data assets and analytics capabilities grow, and such growth in turn enables us to deliver more effective solutions.

Highly sophisticated and automated platform powered by proprietary, cutting-edge technologies

We have focused on leveraging cutting-edge and proprietary technologies to propel a highly sophisticated and automated online marketing platform since our inception. Backed by our sophisticated data science technologies and scalable and reliable technology infrastructure, we continually refine our big data analytics to capture the latest behavior of the audience set and address the evolving needs of marketers across different verticals. Our refined big data analytics enable us to offer more effective marketing solutions, and increase our operational efficiency while ensuring the stability of our data and platform as we scale up our operations.

We apply data science technologies extensively throughout their marketing cycle. For example, our digital fingerprinting technology enhances our ability to track user behavior across multiple channels, especially in mobile operating systems where cookies are difficult to collect with traditional tracking technologies. Our data mining and user behavior analytics technologies allow us to build and segment context-rich user profiles and update them in real time. Our state-of-the-art multi-dimensional automation technologies allow us to make cost-efficient decisions on, and continuously optimize our bids for, real-time audience engagement opportunities based on a wide range of parameters and predictions. We can process and match audience engagement opportunities within 30 milliseconds and handle up to 60,000 queries per second on the marketer side.

Our marketing platform is built on highly scalable and reliable cloud-based infrastructure. This allows us to harness large quantities of real-time data and ensures high speed performance at a larger scale to accommodate more customers and increased complexity of their online marketing campaigns.

Strong, diverse and loyal customer base

Our effective and flexible solutions, sophisticated data analytics capabilities, and market leadership position have earned us a strong and diverse customer base from a broad range of industry verticals, including banking and finance, entertainment and media, and E-commerce. Our customers include over 150 multinational companies in 2016 , making us the No.1 independent online marketing technology platform bridging the largest number of multinational companies to the Chinese market, according to Frost & Sullivan.

In addition to multinational companies, our diverse customer base also includes small and medium-sized enterprises. We provide tailored and user-friendly solutions to cater to customers and marketers of different levels of sophistication and from different industry verticals. This allows us to serve a wide spectrum of customers to capture the growth potentials in the market segments or industry verticals that they represent.

Through our close working relationship with direct marketer customers, we are able to better understand and anticipate market trends, customize our solutions, foster closer customer relationships and increase customer loyalty and retention. We derived over 70% of our gross billing from direct marketer customers in 2015 and 2016. Our gross billing retention rate was to 107% in 2016, compared to 100% in 2015. Our gross billing per customer increased by 47.5% from US$67,413 in 2015 to US$99,433 in 2016. All of these demonstrate the stickiness of our platform and the strength of our solutions in addressing direct marketer customers' needs through differentiated and tailored service offerings.

Deep knowledge and familiarity with China's online marketing industry

Leveraging our deep knowledge in Chinese consumer behavior patterns, we provide marketers with one-stop access to a wide variety of cross-channel audience engagement opportunities in China. According to Frost & Sullivan, with an estimated growth of per capita disposable income of urban households at a CAGR of 7.6% between 2016 and 2021, China represents one of the most important geographies for many marketers, and online marketing has become one of the most attractive options to those marketers in light of increasing mobile and internet penetration in China. According to Frost & Sullivan, in 2016, multinational companies spent RMB338.3 billion (US$48.7 billion) on marketing targeted at the Chinese market, 52.1% of which was spent on online marketing campaigns.

The independent online marketing technology industry in China is highly fragmented and competitive. According to Frost & Sullivan, we are one of the first independent online marketing technology platforms in China to apply a data-driven approach to address marketers' needs in China. We have fostered in-depth knowledge of, and cooperation with leading online channels. For example, we were also awarded "Platinum Service Partner" of Tencent in 2016 in recognition of our online marketing capabilities on social media. We covered approximately 72,000 mobile apps and 2.3 million websites in the 30 days leading up to April 15, 2017, to help marketers, especially multinational marketers, navigate the fragmented landscape to identify and reach their potential customers. In 2016, we derived approximately 30% of our gross billing from customers outside of China as measured by the location of our sales offices. We are also well-versed with the challenges and opportunities in online marketing in China and have developed solutions that analyze and transform massive amount of unstructured and scattered data into valuable insights on Chinese consumer behavior to help marketers capitalize on the growth opportunities in the China market.

Visionary leadership with proven track record of organic growth and acquisition execution

Our success is attributable to the deep industry experience and proven execution track record of our senior management team, with global perspectives and insightful knowledge in both technology and the online marketing industry. We are spearheaded by Sammy Hsieh, our chief executive officer and co-founder, Jian Tang, our chief operating officer, chief technology officer and co-founder, and Yan Lee, our chief product officer, together having an average of 15 years of experience in the online marketing industry in China. Our senior management team includes online marketing veterans and technology and E-commerce marketing experts from leading internet companies including Tencent, Yahoo! and Efficient Frontier (a part of Adobe Systems). Our management team's experience in multinational companies and roots in China empower us with local know-how to develop and expand our network and reach in the fragmented and complex Chinese online marketing market as well as international perspectives to understand the needs of multinational companies.

Our management team has navigated us through the development of the online marketing industry in recent years, ensuring that our products and services continue to be attractive to and in demand by customers in the rapidly changing business environment. For example, according to Frost & Sullivan, we were one of the first companies to work with new apps and new media formats and stayed abreast of marketing campaign delivery formats with the shift from PC to mobile channel, which enabled us to maintain and enhance our market-leading position in China. We also have proven track record in successfully executing acquisitions and integrations. For example, we acquired Buzzinate in 2014 and OptAim in 2015 and their two founders have become our chief product officer, and chief operating officer and chief technology officer, respectively. The core technology teams of these two acquired companies have also become an integral part of our team and we have integrated their solution offerings and technologies to enhance the depth and breadth of our existing solutions and improve our technology platform.

We believe that the extensive industry experience, strategic vision and proven execution capabilities of our senior management team, along with our entrepreneurial corporate culture, have paved the way for our rapid growth since our inception, led to our present success, and laid a solid foundation for us to achieve a higher level of success in China's online marketing industry.

Our Strategies

We intend to enhance our competitive strengths and pursue the following strategies to expand our business:

Optimize and diversify our customer base

We plan to continue to optimize and diversify our customer base, including attracting customers to our self-service model, and customers from additional industry verticals and geographic markets, through developing and offering more tailored and user-friendly solutions and services, and enhancing our sales and marketing efforts.

We believe the online marketing needs for small and medium-sized enterprise market segment in China are underserved and there are considerable demands for, and growth opportunities in, simplified marketing technology solutions that would enable small and medium-sized enterprises to execute marketing campaigns on their own. We plan to partner with marketing agencies in 2nd tier and 3rd tier cities in China and invest in their training to strengthen their ability in attracting and retaining high-quality small and medium-sized enterprises locally and educate them to use our solutions on a self-serve basis. We also strive to diversify our customer base and penetrate into new industry verticals and geographical markets to capture more growth opportunities. We plan to launch solutions with industry-specific features, such as more user data packages with industry focus, and interfaces to attract customers in additional industry verticals. In addition, we intend to continue to open overseas offices, increase our international presence and attract more overseas customers with timely and localized support. We plan to add new features to our existing solutions that are particularly relevant to overseas customers, such as multi-language, currency and time zone settings. Furthermore, we plan to roll out our self-service model in the overseas market to cater to more multinational companies. We believe this will empower a growing number of multinational customers to transact in an automated fashion with minimal additional sales and marketing inputs from us, enabling us to scale up operations efficiently.

Increase customer marketing spend on our platform

We strive to increase customer marketing spend on our platform by staying at the forefront of the online marketing industry and address marketers' evolving needs with innovative solutions.

We intend to offer new features and enhanced functionalities on our platform to provide more effective and comprehensive solutions, especially mobile audience solutions. For example, we are in the process of beta testing our content creation solution, iExperience, which is designed to enable marketers to syndicate and manage their marketing messages, including to dynamically create and tailor marketing messages to specific audience interest.

We expect to officially launch iExperience in the fourth quarter of 2017. In addition, we are working on new partnership initiatives, which would make third-party applications available to our customers through our platform directly, further enhancing customer experience and hence increasing the stickiness of our platform. For example, we intend to make available on our platform certain social listening and enhanced data visualization modules by third-party service providers to help our customers better monitor and optimize their campaigns.

We also intend to explore innovative audience engagement formats across multiple channels, in particular on mobile apps. For example, we are closely collaborating with over-the-top, or OTT, content partners to capture the growth in OTT marketing spend.

Continue to enlarge audience data set, strengthen data analytics capabilities and innovate technologies

We place a high value on data expansion and technological innovation and intend to continue devoting substantial resources to that end. We will continue to collaborate with customers and other third parties to increase the dimensions and varieties of our data assets. We plan to work on further integration of data management platforms of our customers, publishers and other third-party partners with ours, and develop strategic relationships to exploit new data sources and enlarge audience data set. For example, we expect to form new partnership with selected consumer goods retailers to access their consumer transactional records, which will allow us to gain valuable insight into their spending patterns.

In addition, we plan to continue investing in our data science technologies, including refreshing and upgrading data modeling and segmentation technologies to meet customer demands in different market segments and industry verticals. We also plan to upgrade our technical infrastructure to support our growing data set and data analytics capabilities as we continue to expand. For example, we have multiple ongoing initiatives to optimize both our hardware and software infrastructure and systems, such as faster reporting and analysis generation and more efficient server management.

Extend data application across more aspects in online marketing and beyond

We intend to broaden our solution offerings across more aspects in online marketing, including content creation and customer relationship management. For example, we plan to expand our data application to content optimization to help marketers decide how best to upgrade their marketing content.

In addition, we plan to explore the application of our data in areas beyond online marketing. For example, we are in preliminary discussions with insurance companies to collaborate on the development of data models to be used in credit scoring algorithms and risk pricing rules.

Explore strategic alliance and acquisition opportunities

We plan to take advantage of the fragmented nature and rapid growth of the online marketing technology market in China to continue to explore investment, acquisition and business collaboration opportunities and will consider opportunities that complement or enhance our existing operations and are strategically beneficial to our long-term goals. Our management plans to judiciously evaluate any such opportunity that may arise from time to time. We believe that our past acquisition experience, our relationship with many industry participants and our knowledge of, and experience in, the online marketing technology market in China will assist us in making sound acquisition decisions. We do not, however, currently have any specific acquisition plans or targets.

Our Solutions

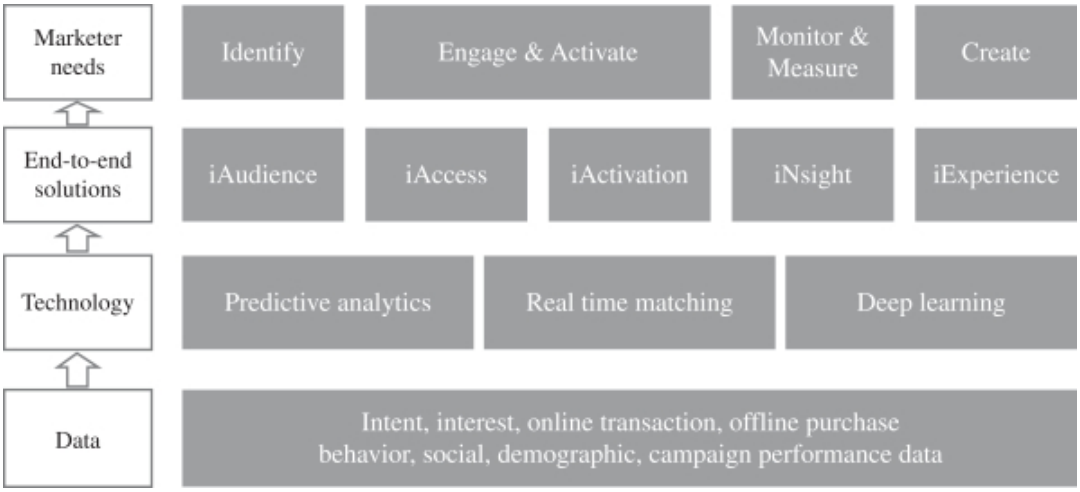
Through our suite of end-to-end solutions, enabled and supported by our extensive data set, sophisticated data analytics capabilities and cutting-edge technologies, we deliver highly integrated customer experience and address marketers' needs throughout their marketing cycle and across different online channels to:

- identify their potential customers;

- engage and activate potential customers;
- monitor and measure the results of online marketing campaigns; and
- create content catering to their potential customers.

All our solutions, including the solutions from OptAim are integrated in a single user-friendly platform, accessible through both PC and mobile devices.

The following diagram illustrates the architecture of our platform:



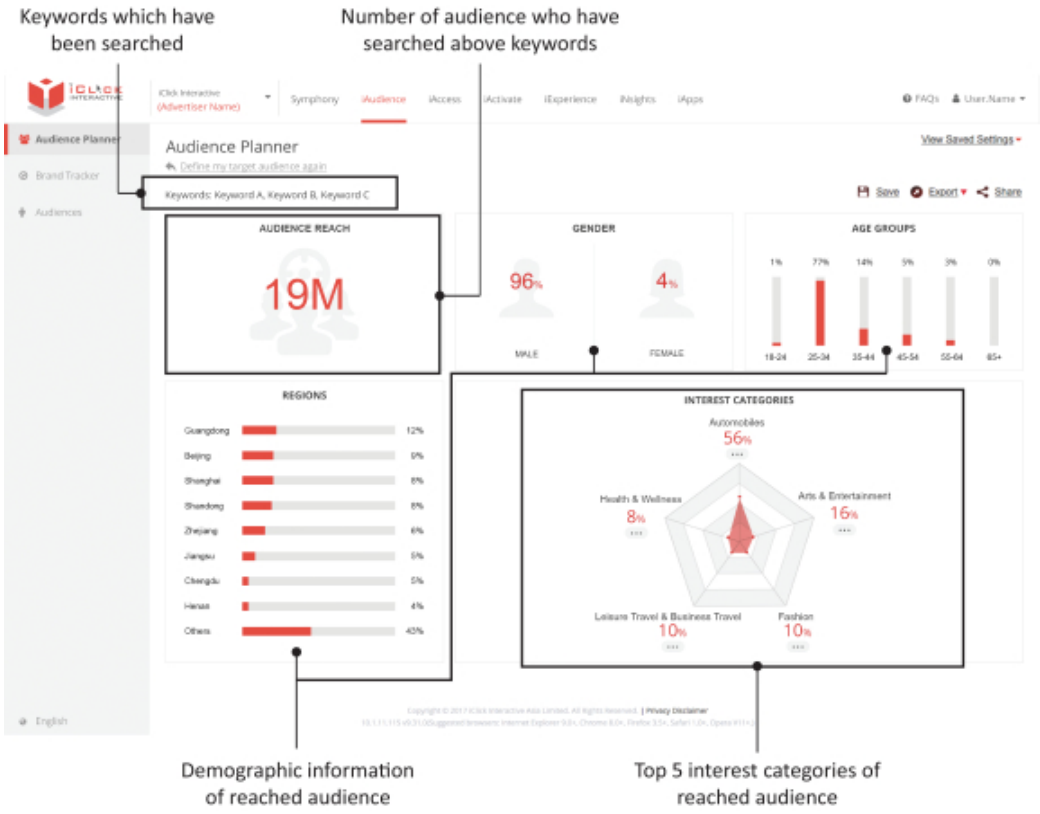
Our Suite of Solutions

Audience Identification Solution: iAudience

iAudience is our audience identification solution that allows marketers to search, identify and customize their targeted audience to generate or boost brand awareness. Marketers can simply type in a list of keywords, such as brand names or products of interest, and iAudience will automatically suggest other keywords usually associated with, or used in, the relevant contexts, and then search our database of user profiles to identify the most relevant user profiles to target. Marketers have the flexibility to refine these audience search results, for example, by user attribute, for more focused targeting. In addition, we have built “pre-packaged” audience groups for a wide variety of industries, including travel, education, finance, automobile and real estate to streamline the audience identification process for marketers in these industries, who can identify their desired user profiles in just one click.

iAudience also helps marketers map out the competitive landscape by showing the overlaps of their consumers and their competitors. This enables marketers to filter out brand loyalists from brand switchers for more effective, bespoke communications.

Below is a sample interface for our iAudience solution.



Audience Engagement and Activation Solutions: iAccess and iActivation

iAccess and iActivation are our cross-channel audience engagement and activation solutions, respectively tailored for brand awareness-driven campaigns and performance-driven campaigns. iAccess and iActivation provide marketers with a comprehensive suite of targeting or re-targeting options to reach out to, or re-connect with, potential audience identified by iAudience. Marketers can choose to target these audience based on their gender, age, income levels, geographic locations, interest, device, and device operating system. Marketers are also afforded the flexibility to select their preferred content format, budgeting requirement, display frequency and time to reach these audience.

Below is a sample interface for our iAccess solution.

Audience Engagement Solution Designed for Small and Medium-Sized Enterprises – iExpress

iExpress is the "lite" version of our iAccess solution. While iAccess is designed for and primarily used by multinational customers, iExpress is designed for small and medium-sized enterprises in China, who value simplicity and flexibility in their marketing activities. iExpress contains the basic functions of iAccess with a more simplified and intuitive user interface.

Campaign Results Monitoring and Measurement Solution: iNsights

iNsights is our online campaign results monitoring and measurement solution. It helps marketers analyze their campaign performance to refine campaign strategies and guide future campaign planning. Through a user-friendly interface, marketers can view their campaign performance information, including marketing costs incurred, number of clicks, click-through rates, number of conversions and other useful information for each online channel individually and for different online channels in the aggregate. In addition to basic campaign performance information, iNsights provides marketers with in-depth analyses, including:

- *Conversion path analyses* – Holistic analyses of when, where and how a user interacts with various devices by the multiple touch points he or she has come in contact with, including the "last mile" through which the user is converted, i.e., making a purchase or otherwise taking an action that the marketer desires; and
- *Cross-channel effectiveness analyses* – Analyses of the effectiveness of the various marketing channels in achieving different marketing objectives and their respective cost effectiveness. Combining these with conversion path analyses, marketers can identify the portfolio of channels that work in tandem with each other to generate the greatest marketing impact and effectiveness.

Content Creation Solution: iExperience

We recently launched, on trial basis, iExperience, our content creation solution that helps marketers syndicate and manage all their marketing content and assets. iExperience enables marketers to syndicate their marketing messages across all their marketing channels, and provides them with the option to dynamically create and tailor marketing messages to specific audience interest by modifying their content and presentation (including, for example, style of the marketing message, colors displayed, text used and formatting) as well as by selecting specific products and services to include in the marketing messages. iExperience also assists marketers to optimize their websites to convert more visitors into consumers. We expect to officially launch iExperience in the fourth quarter of 2017.

Our solutions support other technical layers that provide marketers with value-adding features. For example, we screen websites to ensure that a marketing message will not be displayed in adult, political, criminal or other illegal or inappropriate contexts. In addition, we identify and sift out fraudulent clicks that lead to inflated traffic flow, which distorts campaign performance or leads to inflated media acquisition costs. We also support third-party tracking of audience engagement or other campaign performance data where a marketer requests.

We also leverage on our solutions such as iAudience, iAccess, and iActivation to design tailored solutions catering to customers' specific marketing needs. For example, we have launched a number of mobile audience solutions, such as MoTV, our native in-app mobile video ad solution, MoSocial, our premium mobile social ad solution and MoFeeds, our native mobile in-feed ad solution.

Our Solution Delivery Model

We offer both mobile audience solutions and other solutions based on channels desired by our customers. Our mobile audience solutions are non-search engine marketing solutions designed to identify, engage and activate audience exclusively on mobile apps, and monitor and measure the results of online marketing activities on such channels. Our other solutions are primarily focused on identifying, engaging and activating audience on non-mobile app content distribution channels, such as PC banner display, PC video advertisements and search engine marketing.

We take a flexible approach to delivering our solutions. Depending on the preferences and levels of internal resources and sophistication of customers, our solutions are delivered through:

- a self-service model, under which customers have the flexibility to run their advertising campaigns on an "a la carte", cost-effective basis; and
- a managed service model, where our account management team manages marketing campaigns for our customers, including deciding on cross-channel marketing budget allocation and the timing, frequency, number and format of audience engagement based on their specified marketing objectives and budgets.

We generate revenues primarily from customers' marketing spend through our platform as they utilize our solutions, and depending on our revenue recognition model, either including or excluding media cost. To a lesser extent, we generate revenues from rebates from certain publishers. Please refer to "Management Discussion and Analysis of Financial Condition and Results of Operations — Key Operating and Financial Metrics — Net Revenue", and "Management Discussion and Analysis of Financial Condition — Critical Accounting Policies — Revenue recognition" for a description of our revenue recognition policies.

Our Data and Data Analytics Capabilities and Technologies

Our Data Assets

Our data assets are the backbone of our solutions and data analytics capabilities. We had the largest Chinese consumer data set in terms of number of active profiled users in 2016 among independent online marketing

technology companies in China, according to Frost & Sullivan. From approximately 72,000 mobile apps and 2.3 million websites that we covered, we analyzed approximately 651.6 million active profiled users in China in the 30 days leading up to April 15, 2017. According to the China Internet Network Information Center, or CNNIC, there were 731 million internet users and 695 million mobile internet users in China as of December 31, 2016. The average daily volume of the data we collected reached 1.2 terabytes in the 30 days leading up to April 15, 2017.

We collect data from a variety of channels, including through our proprietary tracking tools, from our marketers, publishers and ad exchanges when managing marketing campaigns, and to a lesser extent, from third-party strategic partners. We track data with our proprietary toolbars and software development kits installed on apps and websites. The data that we have tracked are complemented by, and blended with, marketing campaign performance data from marketers, publishers and ad exchanges. To a lesser extent, we collect data from selected third-party data partners, including major internet companies in China and financial institutions, through our data collaboration arrangement with them. Our data assets primarily include users' intent, interest, online transactional, offline purchase behavioral data, social data and demographic data, as well as campaign performance data.

- *Intent data* – Intent data refers to data that indicates the various intent of a user. Intent data directly identifies the interests and immediate needs of a specific user. An example of intent data would be search terms entered into search engines by a particular user looking for business class air tickets from Hong Kong to Shanghai. We obtain intent data primarily from the websites and apps on which we have installed our proprietary sharing toolbars and software development kits as well as through API connection with major search engines where marketers' search marketing is executed.
- *Interest data* – Interest data refers to the category and semantic meaning of the content of websites and apps that a user visits, including visit frequency and sequence, from which we are able to infer the various interests of a user. Interest data shows the awareness of the relevant information by a specific user. An example of interest data would be data concerning how frequently a particular user interested in fine dining browses webpages of luxury Japanese cuisine restaurants. We collect interest data from websites and apps on which we have installed our proprietary sharing toolbars and software development kits as well as through API connection with certain ad exchanges.
- *Online transactional data* – Online transactional data refers to a user's behavior on online commerce platforms, including the items he or she is browsing or has added to his or her shopping cart. Online transactional data directly identifies the purchasing intent and immediate needs of a specific user. An example of online transactional data would be a particular user browsing for high-end skin care products and adding a specific brand of eye serum into the shopping cart in preparation of a purchase. We obtain online transactional data from partnerships with branded E-commerce platforms and the re-marketing campaigns for our E-commerce customers.
- *Offline purchase behavioral data* – Offline purchase behavioral data refers to a user's behavior in non-digitally connected environments, such as offline purchase behavior when the user buys an item physically from an offline retailer by swiping his or her credit card. Offline purchase behavioral data directly identifies the purchasing behavior and immediate needs of a specific user outside of the realms of traditional digital user tracking. An example of offline purchase behavioral data would be a particular user buying a luxury handbag in a specific luxury retailer with his or her credit card. We obtain offline purchase behavioral data from partnerships with financial institutions and credit card issuers. Our offline purchase behavioral data is pseudonymized and does not include users' personal details.
- *Social data* – Social data refers a user's behavior on social networks, such as Sina Weibo and Tencent QZone, including the content the user shares from websites or apps via social sharing toolbars, and the content the user posts, shares on the social networks, his or her "social graph", such as his or her "friends" and "followers" and other behavior data the user publicly shares on social networks. Social

data demonstrates that a specific user is engaged in certain particular topics or content online on social media. An example of social data would be the name of a restaurant being recommended by a particular user via his or her social network account. We obtain social data by installing our proprietary sharing toolbars and software development kits on websites and apps, as well as through API connections with major social networks.

- *Demographic data* – Demographic data refers to a user's age, gender, income level and geographic location. In addition to inferred demographic information through our data tracking and profiling analytic capabilities and technologies, we obtain actual demographic data from social media accounts through our strategic relationship with selected third-party data partners, including major internet companies in China.
- *Campaign performance data* – Campaign performance data refers to a user's interaction with, and response to, a given marketing message, starting with such user's click on the content and including the user's interaction with the destination site to which the link leads, and all other actions taken by the user, including E-commerce transaction, clicks, registration or sign-ups, video viewing, and "follow" or "likes" on social media platforms. We obtain campaign performance data from websites and apps on which we have installed our proprietary sharing toolbars and software development kits, in managing customer campaigns, and through our data collaboration arrangements with selected third-party data partners.

We distill structured variables from large volume of unstructured data to construct context-rich user profiles. In the 30 days leading up to April 15, 2017, we analyzed approximately 651.6 million active profiled users, whose profiles include on average 23 attributes, including user demographics, geographic location, device preference, spending history, personal interest and other online or offline behavioral pattern. We "pre-package" our user profiles into audience groups that can be utilized by specific industry verticals for precise targeting. Data involving our user profiles and audience groups are continuously fed into our content distribution opportunity matching process, enabling marketers to make cost-efficient decisions on real-time audience engagement opportunities and continuously optimize these decisions to access and activate their target audience through different channels.

Our Data Analytics Capabilities and Technologies

We apply data science technologies extensively throughout the online marketing cycle to support audience tracking, profiling and segmentation and to execute cost-efficient decisions on real-time audience engagement. Our proprietary data analytics capabilities and technologies include:

Deep Learning and Artificial Intelligence

- *Audience tracking engine* - Our audience tracking engine monitors our audience across various devices and channels to identify which user has been interacting with what content, through which devices and the environment the user is in. It also uses cookies and other digital fingerprinting technologies, which take into account social network IDs, browsing behavior, network usage, IP addresses, surfing patterns, and device features, to recognize, identify, and re-identify a user across multiple channels, devices, and geographic locations , including de-duplication of multiple devices to a user.
- *Contextual analysis engine* - Our contextual analysis engine parses all data properties to understand the context and content which audiences are interacting in and with, including news articles, social networks, search engines, mobile apps, etc. These help understand what a user is interested in, including product categories, brand names, product names, keywords, and the depth of their interest.
- *Natural language processing algorithms* - Our natural language processing algorithms, or NLP, are important elements of our contextual analysis engine. We use these algorithms to extract structure from unstructured data, so that it can be processed and analyzed effectively. Our NLP algorithms are

designed to understand and analyze Chinese and English languages and their usage in various contexts. They enable the extraction of information about entities, correlations, sentiments and emotions from vast amounts of text converted from audio and video streams and other digital content. In addition, we combine deep learning techniques with our natural language processing capabilities to further enhance the accuracy of attributes of our user profiles.

Predictive Analytics

- *User profiling engine* - Combining the data collected through, and processed by, our contextual analysis engine and audience tracking engine, our user profiling engine infers the user's interest, demographic, intent and other features through multi-dimensional data drill down and dynamic correlation analysis. In addition, we employ various models and algorithms on user profiles to expand and provide more breadth and depth on each user profile. As of April 15, 2017, we had designed an aggregate of 187 data labels for our user profiles.
- *Profile Segmentation Algorithms* - We use various algorithms to organize user profiles, which are generated and updated dynamically in real time, responding to real time changes in user interests and needs. This allows for accurate and detailed segmentation of user interests through multiple dimensions, e.g. by user interest keywords and user interest categories.

Real-Time Matching Technologies

- *Real-time user engagement algorithms* – Our real time user engagement algorithms execute marketing decisions based on a wide range of parameters, including predictions on click-through rate and conversion rate, inventory price, inventory safety and inventory segment, and consider audience compatibility, demographics, and frequency capping or other budgeting restrictions among other parameters, to compute the most cost-efficient decisions on real-time audience engagement opportunities.
- *Online continuous real-time bid optimization algorithms* – Our online continuous real-time bid optimization algorithms consider a wide range of parameters, including purchasing efficiency, predicted conversion rate, return on media value, budget allocation efficiency, inventory safety, and what marketers are willing to pay to dynamically optimize our bidding and pricing strategies. Our real-time bid optimization algorithms continuously sieve through a large volume of user engagement opportunities per day to decide which are the best possible opportunities to engage with.

Data Privacy and Security

We collect data solely to analyze audience and campaign performance. In order to identify each user profile, we associate a random number with each new profile. We then use that number as the anonymous identification for the profile and associate it with all related data. In general we do not collect personally identifiable information unless a user consents to it or a marketer gives consent on behalf of the user. If such information is inadvertently obtained by us, we require its immediate deletion.

We treat all information we collect as confidential. We do not disclose any information we gather from a marketer or any third party data partner unless such disclosure is approved by it, which in turn has obtained end user consent.

We have put in place appropriate physical, electronic and managerial procedures to safeguard and secure our data assets, including to prevent unauthorized access, to preserve their integrity and to ensure their appropriate use. On the software level, we maintain the same database login information across all our computer systems to control access, and individuals with different levels or job duties are assigned different levels of access permissions. For example, only high-level technology personnel, including head of system operations,

head of data science and certain other technical developments leaders have root access to our operation system; and only database managers have access to the relevant database. We have central controls to govern user roles and permissions. On the hardware levels, our servers are located at IDCs, and only system operation personnel have access to our servers. In addition, we have established hardware firewall where all traffic is inspected and filtered according to a comprehensive set of rules. We conduct comprehensive security reviews of our data assets on an annual basis and ad hoc security reviews from time to time as special needs arise.

Our Technology Infrastructure

Our platform is built on a highly scalable and reliable cloud-based technology architecture. This allows us to harness large quantities of real-time data and ensures high speed performance at a large scale to accommodate more customers and increased complexity of their online marketing campaigns.

- *Real-time analytics* - Our cloud-based technology architecture is built to be fully distributed while having a single unified access layer. Large amounts of data are ingested through multiple highly-optimized points and analyzed using both offline batch processing and online real-time processing through streaming technologies. This architecture allows us to combine multiple data dimensions and apply various machine learning algorithms in real-time to our data, providing the most up-to-date and accurate representations of a user's traits and online behavior.
- *Scalability* - With modular architecture that is built to be horizontally scalable, our platform can be easily expanded as data storage requirements and customer base increase. Our data repositories are clustered and our data processing architecture is distributed in several cities in China and Hong Kong, which supports efficient expansion. When need arises, we can easily add servers and integrate them into our existing server clusters as either data nodes or processing nodes. In addition, load balancing technology helps us improve distribution of workloads across multiple computing components, optimizing resource utilization and minimizing response time.
- *Reliability* - Our technology layers have built in software and hardware redundancy and will automatically switch if errors are detected. We built our platform on a distributed computing architecture with no single point of failure. In addition, our architecture supports multiple live copies of each data set along with snapshot capabilities for faster, point-in-time data recovery instead of traditional backup and restore methodologies. Furthermore, our data processing architecture is located within the same cities where servers of major ad exchanges in China are located, facilitating low latency access and reliability as we bid for content distribution opportunities in real time.

Our Content Distribution Channels

We provide marketers with one-stop access to a wide variety of cross-channel content distribution opportunities in China through our deep relationship with content distribution channel partners. For example, we purchase or promote content distribution opportunities on content distribution channels, including premium channels such as Tencent, Baidu, Google and Alibaba. We believe we have preferential access to the content distribution opportunities on some of our channels that allow us to purchase the content distribution opportunities ahead of other purchasers offering the same terms. Media cost for content distribution opportunities on Tencent, Baidu, Google and Alibaba channels in aggregate accounted for 84.0% and 81.6% of our media costs in 2015 and 2016, respectively. See "Risk Factors — Risks Related to Our Business and Industry — Loss of any content distribution channel may materially and adversely affect our business and results of operations." and "— The independent online marketing technology market is highly fragmented and intensely competitive. In addition, independent online marketing technology platforms face competitive pressure from well-established internet companies, marketing agencies and traditional media." for more details on the significance of these channel partners to our business and potential competition with them.

Our content distribution opportunities span the mobile and PC channels, and include various formats such as video and traditional banner ad. Our content distribution channel partners primarily include mobile and online

publishers, major search engines and ad exchanges. In the 30 days leading up to April 15, 2017, we covered approximately 72,000 mobile apps and 2.3 million websites. In 2016, our gross billing from mobile audience solutions and other solutions amounted to US$112.4 million and US$123.9 million, accounting for 47.6% and 52.4% of our gross billing, respectively. In 2016, our net revenues from mobile audience solutions and other solutions amounted to US$57.8 million and US$37.6 million, accounting for 60.6% and 39.4% of our net revenue, respectively.

We generally enter into annual framework agreements with content distribution channel partners, which set out each party's rights and responsibilities with respect to the relevant content distribution opportunities. For example, we are generally required to examine advertising content to ensure its compliance with applicable laws and content distribution channel partners' policies. We are also generally required to prepay media cost, which is based on pricing models determined by content distribution partners and calculated based on content distribution partners' tracking. In addition, these agreements generally provide for certain rebates, generally calculated as a percentage of marketing spend, that we are entitled to should the marketing spend during the terms exceed specified thresholds. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Key Operating and Financial Metrics — Net Revenue," "—Critical Accounting Policies — Revenue recognition — Cost-Plus and Agreed Rebates to be Earned from Certain Website Publishers" and "—Key Components of Results of Operations — Cost of Revenues; Gross Profit Margin" for a description of the accounting treatment of rebates that we receive from content distribution channels. Some of these agreements also provide for minimum amount of content distribution opportunities that needs to be purchased during the terms of the agreements, failing which the content distribution channel partners may terminate the agreements.

We collaborate with many of our content distribution channel partners. Our product, technology and data engineering division work closely with the respective technology teams in our channel partners to ensure the compatibility of our tracking tools and access to content distribution opportunities. In addition to basic cooperation on access to content distribution opportunities, we collaborate closely with our content distribution partners on product research and development to stay at the forefront of marketing technology innovation and facilitate optimal audience engagement. For example, in 2015, we launched MoTV mobile SDK through cooperation with certain leading apps in China, which is an in-app video app that provides blue-ray quality ad viewing experience.

Our Customers

We sell our solutions by entering into marketing campaign contracts with marketers or marketing agencies. We treat entities which we derive revenue from under our marketing campaign contracts with them as our customers. Therefore, we count specific sub-brands or divisions within the same brand or holding company as distinct customers so long as we have signed campaign contracts with different entities. On the other hand, even though multiple campaign contracts may be involved, we only record one single customer if those contracts with us are signed by the same entity. Our customers include both marketers who have direct contractual relationships with us, or direct marketer customers, and marketing agency customers. Our "marketers" include both direct marketer customers, and marketers that are represented by our marketing agency customers and have no direct contractual relationship with us, or end marketers. During 2016, we had over 2,000 customers including over 1,800 direct marketer customers and over 500 marketing agency customers, which represented over 1,100 end marketers.

Our marketers span a diverse array of industry segments, with banking and finance, entertainment and media, E-commerce, personal care and beauty, and travel and hospitality being among the top five in terms of gross billing contribution in 2016. They also feature companies of different sizes, including more than 150 multinational companies in 2016, as well as small and medium-sized enterprises. Our marketers come from a variety of regions, with headquarters in Europe, North America, South America, or Southeast Asia. In determining whether a customer should be classified under a particular geographic region for revenue purposes,

we look at the geographic location of our sales office with which such customer executed the marketing campaign contract. Therefore, while the headquarters of a material amount of our marketers or marketing agencies are based outside of the PRC, Hong Kong and Singapore, since the signing entities of these marketers or marketing agencies with which we executed marketing campaign contracts are primarily based in the PRC, Hong Kong or Singapore, where we have local subsidiaries and physical presence, we derived substantially all our net revenues from PRC, Hong Kong or Singapore. Please refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations — Key Components of Results of Operations — Net Revenues" for our net revenues breakdown by geographic region as measured by the location of our sales offices. We provide marketers with on-the-ground support through our local offices as well as centralized support out of our headquarters in Hong Kong.

We derived over 70% of our gross billing from direct marketer customers in 2015 and 2016. We have been strategically optimizing our customer base to focus on sales to customers who have larger marketing budgets and better credit and liquidity profile, and conduct online marketing campaigns on a more frequent basis. As a result of these efforts and our enhanced focus on mobile, including our acquisition of OptAim, our gross billing per customer increased by US$32,020, or 47.5%, from US$67,413 in 2015 to US$99,433 in 2016 and our gross billing retention rate was 107% in 2016, compared to 100% in 2015, both of which contributed to the growth of our overall gross billing and demonstrated the stickiness of our platform. The total number of our customers decreased by 10.1% from 2,644 in 2015 to 2,376 in 2016 notwithstanding our full year consolidation of OptAim's results of operations in 2016 compared to our consolidation of OptAim's results of operations only for the period from July 24 to December 31 in 2015.

In 2016, we derived 18% of our net revenues from a marketer in the entertainment industry and 11% of our net revenues from a marketer in the e-commerce industry. Both of them utilized our mobile audience solutions under specified-action arrangement and therefore, revenue from these two marketers were recognized on a gross basis. Their marketing campaign contracts were for a term of one year and contained terms similar to that under the marketing campaign contracts we generally enter into with other marketers utilizing similar solutions. Please refer to "Risk Factors — Risk Related to Our Business and Industry — Failure to retain existing customers or attract new ones could adversely impact our business and results of operations."

Sales, Business Development and Account Management

Our sales and business development workforce is focused on optimizing our customer base to enhance sales to customers who have larger marketing budgets and better credit and liquidity profile, and to attract more customers to use our solutions through our self-service model. Leveraging our existing positions and reputations in industry sectors where we already have a strong presence, we are able to attract more direct marketer customers in those sectors. In addition, we are focused on diversifying our customer base. We have partnered with local marketing agencies at selected first and second-tier cities in China to expand our marketer base in industry segments where we have relatively less presence, as well as to attract and retain high quality small and medium-sized enterprises to use our solutions on a self-serve basis. Furthermore, our sales and business development team works closely with overseas marketing agencies and channel partners in the home countries of overseas marketers, who help promote our solutions to overseas marketers.

Our sales and business development team is organized by geographic region, and is further divided into groups that focus on sales to marketers or to marketing agencies in each geographic region. As of December 31, 2016, we had 161 employees for sales and business development.

Supporting our sales and business development team are our account managers under our operational support team, who help maintain and grow the accounts of our customers. While our intuitive user interfaces are designed to enable customers to easily deploy and utilize our solutions themselves with minimal customer support, we make online and telephonic helpdesk facilities available and provide onsite engineering support to customers and also assign account managers for our direct marketer customers and some of our marketing

agency customers. Our account mangers provide consultative services on the use of our solutions, and in addition, for our managed service customers, more in-depth servicing on campaign planning, execution and result measurement and analysis.

We use a variety of traditional and web-based channels to drive our brand awareness and generate customer demand, including through direct marketing, print advertising in trade journals, offline sales efforts and customer referrals. We regularly attend trade shows and industry conferences, including the industry-renowned DMEXCO, RISE conference, iAB TechFront and GMIC, and speak to the press about the latest trends in China's digital market industry and developments in our solution offerings. In addition, we periodically post case studies and observations and analysis on industry trends on our website and social media, including our WeChat public account.

Research and Development

We are committed to continually enhancing and innovating our solutions, technologies and technical infrastructure. Our current R&D initiatives include development of an integrated one-stop system where our marketers can collaborate with their agencies, vendors or third-party collaborators in a consolidated manner to implement marketing initiatives or plan, execute and manage marketing campaigns across PC, mobile and TV channels.

Our R&D process is demand and innovation driven and involves collaborative efforts, including from our other functional teams, including sales and marketing, and product and operation support. Our R&D process advocates adaptive planning, iterative and incremental development cycles, and encourages rapid and flexible response to change. We typically release new solution features or improvements every week.

Intellectual Property

We have developed all of the key technologies supporting our platform and solutions in-house. Our intellectual property rights are a key component of our success. We rely on a combination of trademark and trade secret laws, and contractual restrictions, including through confidentiality, non-disclosure invention assignment agreements with our key employees, consultants and third parties with whom we do business, to establish, maintain and protect our proprietary information and other intellectual property.

Notwithstanding these efforts, we cannot be sure that any intellectual property we own will not be challenged, invalidated, or circumvented or that such intellectual property will be commercially useful in protecting our brand, products, services and technology. For more information regarding the risks related to our intellectual property, please see "Risk Factors — Risks Related to Our Business and Industry — Our business may suffer if it is alleged or determined that our technologies or any other aspects of our business infringe on the intellectual property rights of others," "— If we are unable to protect our proprietary information or other intellectual property, our business could be adversely affected."

As of April 30, 2017, we had two patents in application in China, and 13 registered trademarks and trademark application in China and Hong Kong.

Competition

China's independent online marketing technology market is highly competitive, fragmented and rapidly changing. According to Frost & Sullivan, we were the largest independent online marketing technology company in China in terms of gross billing in 2016, with a market share of 5.2%. According to Frost & Sullivan, the five largest independent online marketing technology companies accounted for a total market share of 13.1% in terms of gross billing among all independent online marketing technology companies in China in 2016. We mainly compete with independent online marketing technology companies in China that offer online marketing solutions

through demand side platform and use advanced technologies to optimize marketing campaigns for marketers. Frost & Sullivan expects that the independent online marketing technology market will undergo further consolidation and continuous innovation, which could result in higher concentration levels and leading players achieving higher market shares.

We compete for online marketing revenue based on many factors, including our ability to deliver return on marketing expenditure at scale, customer trust, geographic reach, breadth and depth of relationships with publishers, ad exchanges, ad networks and other participants in the online marketing ecosystem, comprehensiveness of solutions and service offerings, pricing structure and competitiveness, cross-channel capabilities, accessibility and user-friendliness of solutions and brand awareness. We compete for content distribution opportunities based on our ability to maximize the value of content distribution opportunities for content distribution channels partners, provide them with a wide array of solutions covering various types of content distribution opportunities and our ability to increase fill rates. While our industry is evolving rapidly and is becoming increasingly competitive, we believe that our highly scalable and flexible business model, large Chinese consumer data set, and omni-channel, targeted audience reach, proprietary, cutting-edge technologies, strong, diverse and loyal customer base, deep knowledge and familiarity with China's online marketing industry, and visionary leadership enable us to remain competitive.

In addition, independent online marketing technology platforms face competitive pressure from large and well-established internet companies, such as Alibaba, Baidu, Tencent and Google, which have established stronger and broader presence across the online marketing ecosystem and have significantly more financial, marketing and other resources, more extensive customer base and broader supplier relationship, and longer operating histories and greater brand recognition than we do. While we believe that we do not directly compete with these large and well-established internet companies for marketing spend as we promote their content distribution opportunities or purchase their content distribution opportunities in the ordinary course of our business in connection with our execution of marketing campaigns, and these companies generally do not provide integrated online marketing solutions the way we do, they are major players in the online marketing technology industry as they provide online marketing technology and offer services and offer solutions that help marketers achieve one or more aspects of their marketing goals in one or more phases of their online marketing cycle. In addition, these large and well-established companies control content distribution channels and would directly compete with us should we vertically expand our business to own or operate content distribution channels in the future. Online marketing technology platforms also face competition from marketing agencies, who may have their own relationships with content distribution channels and can directly connect marketers with such channels. Furthermore, online marketing technology platforms continue to face competition from traditional media including direct marketing, television, radio, cable and print advertising companies.

Please refer to "Risk Factors – Risk Related to Our Business and Industry - The market for online marketing solutions is highly fragmented and intensely competitive, and we may not be able to compete successfully with existing or new competitors" and "Risk Factors – Risk Related to Our Business and Industry - If online marketing solutions do not achieve widespread market acceptance, our business, growth prospects and results of operations would be materially and adversely affected."

Employees

As of December 31, 2015 and 2016, we had a total of 596 and 554 employees, respectively. The table below provides a breakdown of our employees by function as of December 31, 2016:

	Number of employees	% of Total
Product, technology and data engineering	128	23.1
Operation support	184	33.2
Sales and business development	161	29.1
General and administrative	81	14.6
Total	554	100

We enter into standard labor contracts and confidentiality agreements with our management and employees. Our success depends on our ability to attract, retain and motivate qualified personnel. We believe we offer our employees competitive compensation packages and an environment that encourages initiative and self-development. We provide specific training to new employees at orientation to familiarize them with our working environment and operational procedures. We also design and implement in-house training programs tailored to each job function and set of responsibilities to enhance performance. As a result, we have generally been able to attract and retain qualified personnel and maintain a stable core management team.

In addition to salaries and benefits, we provide commission-based compensation for our sales force and performance-based bonuses for other employees. We also allow many of our employees to participate in share-based incentive plans to align their interests more closely with those of our shareholders. As required by regulations in China, we participate in various employee social security plans that are administered by municipal and provincial governments, including housing, pension, medical insurance and unemployment insurance plans. 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 governments from time to time.

We believe that our working environment and the support and benefits provided to our employees have contributed to maintaining good working relationships with our employees. None of our employees are represented by labor unions.

Facilities

Our headquarters and principal executive office are located in Hong Kong, in an approximately 1,500 square-meter facility, under certain lease agreements expiring on December 31, 2018. We currently lease approximately 2,900 square-meter office space in China located in Beijing, Shanghai, Shenzhen and Guangzhou, which primarily carry out the functions of technology and data engineering, sales and business development and operation support.

We lease all of our facilities and do not own any real property. Our leases will expire from 2017 to 2019. We believe that our current facilities are suitable and adequate to meet our current needs. If we require additional space, we expect to be able to obtain additional facilities on commercially reasonable terms.

Legal and Administrative Proceedings

From time to time we may become involved in legal or administrative proceedings or be subject to claims arising in the ordinary course of our business. We are not presently a party to any legal or administrative proceedings or claims that, if determined adversely to us, would individually or taken together have a material adverse effect on our business, results of operations, financial condition or cash flows. Regardless of the outcome, litigation or any other legal or administrative proceedings or claims can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

REGULATION

We operate in an increasingly complex legal and regulatory environment. We are subject to a variety of PRC and foreign laws, rules and regulations across numerous aspects of our business. This section sets forth a summary of the principal PRC laws, rules and regulations relevant to our business and operations in the PRC.

Regulations on Advertising Business

The Advertising Law of the People's Republic of China, promulgated by the Standing Committee of the National People's Congress on April 24, 2015 and became effective on September 1, 2015, is the principal law regulating our business. This law regulates contents of advertisements, codes of conduct for advertising, and the supervision and administration of advertising industry. It also stipulates that advertisers, advertising operators, and advertisement publishers shall abide by the Advertising Law and other laws and regulations, be honest and trustworthy, and compete in a fair manner in advertising business. According to the Advertising Law, advertising operators and advertisement publishers shall examine the relevant certification documents and verify the contents of advertisements in accordance with laws and regulations. According the Advertising Law, if advertising operators know or should have known the content of the advertisements is false or deceptive but still provide advertising design, production and agency services in connection with the advertisements, they might be subject to penalties, including confiscation of revenue and fines, and the competent PRC authority may suspend or revoke their business licenses. In addition, the Regulations on the Administration of Advertisement, promulgated by the State Council on October 26, 1987 requires the advertising operators to submit applications to the industry and commerce authorities for approval and registration. During the course of business, advertising operators are required to check papers or certificates and examine the contents of advertisements. According to this regulation, advertising operators may not publish, broadcast, install or post any advertisements which violate the provisions of the relevant regulations.

On July 4, 2016, the State Administration for Industry and Commerce (SAIC) promulgated the Interim Measures for the Administration of Internet Advertising, or Interim Measures on Internet Advertising to regulate advertising activities conducted via the internet. According to the Interim Measures on Internet Advertising, advertisements published or distributed via the internet shall not interfere with users' normal use of the internet. For example, advertisements published on web page pop-up windows or in others forms shall be clearly marked with a "close" sign to give the users an opportunity to close them out. No entity or individual may induce users to click on the contents of an advertisement through deception. An internet advertisement publisher or advertising operator, shall establish and maintain an acceptable registration, examination and file management system for its advertisers; examine, verify and record the identity information of each advertiser. The Interim Measures on Internet Advertising also require internet advertisement publishers and advertising operators to verify related supporting documents, check the contents of the advertisement and prohibits them from designing, producing, providing services or publishing any advertisement if the content and the supporting documents do not match each other or the documentary evidence thereof are insufficient.

The Advertising Law defines an "advertising operator" as any natural person, legal person or other organization that agrees to provide advertising design, production and agency services for advertisers. Therefore, we are an "advertising operator" as provided in the Advertising Law and thus subject to the content review and conduct requirements of the Advertising Law and the Interim Measures on Internet Advertising, or the Interim Measures. To facilitate compliance with Advertising Law, we are developing certain advertising business management rules containing these mandatory content review and conduct requirements, and are establishing internal mechanisms to implement these rules, which we expect to complete before this offering.

Prior to June 29, 2015, we were regulated by the Regulations for the Administration of Foreign-Invested Advertising Enterprises, promulgated by the State Administration for Industry and Commerce and the MOFCOM, which prescribed certain conditions on foreign investors that invest in companies in advertising business in China. Among other things, such foreign investors shall have at least three years' track record primarily engaging in advertising business and shall have obtained an Opinion on the Approval of Foreign-

invested Advertising Enterprise Project, which is issued by the State Administrative of Industry and Commerce or its local counterparts. The Regulations for the Administration of Foreign-Invested Advertising Enterprises were abolished on June 29, 2015 by the State Administration for Industry and Commerce after consultation with the MOFCOM.

Regulations on Internet Information Service

There are several principal regulations on internet information service business, including (i) the Telecommunications Regulations of the People's Republic of China, promulgated by the State Council on September 25, 2000 and most recently amended on February 6, 2016, (ii) the Administrative Measures on Internet Information Services, promulgated by the State Council on September 25, 2000, or the Internet Measures, and (iii) the Catalogue of Telecommunication Services, issued by the State Council on September 25, 2000, and most recently amended by the Ministry of Industry and Information Technology, or MIIT, on December 28, 2015. According to the Internet Measures, "internet information services" include provision of information services through the internet to internet users. Since we have websites that provides information, including description of our business and solutions, to online users, we are deemed to be providing "internet information service", and are therefore subject to these regulations on internet information services. Pursuant to the Internet Measures, there are two categories of internet information services, namely, services of an operative nature and services of a non-operative nature. The Internet Measures require providers of operative internet information services to obtain an operating permit and imposes certain restrictions on the percentage of foreign ownership in such providers. Our business does not involve the provision of operative internet information services, and therefore, we are not required to obtain any operating permits or subject to foreign ownership restrictions under these regulations. In accordance with the Internet Measures, we shall complete a filing process for our website, which has been done.

Regulations on Privacy Protection

According to the Internet Measures, "internet information services" means the activity of providing information services through the internet to internet users. Since we have websites that provide information to internet users, we are considered an internet information service provider under the Internet Measures and are therefore, subject to regulations relating to the protection of privacy, including prohibitions on producing, copying, publishing or distributing information that is humiliating or defamatory to others or that infringes on the lawful rights and interests of others. Internet information service providers that violate the prohibition could face criminal charges or administrative sanctions by the PRC security authorities. In addition, relevant authorities may suspend their services, revoke their licenses or temporarily suspend or close down their websites.

Under the Several Provisions on Regulating the Market Order of Internet Information Services, issued by MIIT, in December 2011, internet information service providers are prohibited from collecting any user-related information that can reveal the identity of the user whether by itself or when used in combination with other information, or providing any such information to third parties without the consent of that user. Internet information service providers must expressly inform the users of the method, content and purpose to collect and process such user personal information, and may only collect such information necessary for their services. Internet information service providers are also required to properly maintain the user personal information and, in case of any leakage or likely leakage of such information, must take remedial measures immediately and report any material leakage to the telecommunications regulatory authority.

In December 2012, the Decision on Strengthening Network Information Protection promulgated by the Standing Committee of the National People's Congress emphasizes the need to protect electronic information that contains personal identification information and other private data. The decision requires internet information service providers to establish and publish policies regarding the collection and use of personal electronic information, to take necessary measures to ensure the security of the information and to prevent leakage, damage or loss.

Furthermore, the MIIT's Rules on Protection of Personal Information of Telecommunications and Internet Users issued in July 2013 contain detailed requirements upon the activities collecting or using personal information of users in the provision of telecommunication service and internet information service, which mainly include: (i) the telecommunication business operators or internet information service providers shall expressly advise users about the purpose, method and scope of the collection or use of information, and the ways to inquire or correct information, and the consequences of refusal to provide information, etc.; (ii) the telecommunication business operators or internet information service providers shall not go beyond the necessary and the purpose for their service, nor by means of deceiving, misleading or force or in violation of the laws, regulations or the agreements between the parties; (iii) any collected information shall be kept in strict confidence with adequate measures; (iv) shall establish user complaint handling mechanism to accept complaints from the users, and etc. Internet information service providers, including us, may subject to penalties, including fines, warnings, orders to correct and even criminal charges if failed to fulfill the aforesaid requirements.

Regulations on Foreign-related Surveys Measures

According to the Foreign-related Surveys Measures, foreign-related surveys include: (i) market and social surveys conducted under the entrustment or financial aid of any overseas organization, individual, or the agency of any overseas organization in China; (ii) market and social surveys conducted in cooperation with any overseas organization, individual, or the agency of any overseas organization in China; (iii) market surveys lawfully conducted by the agency of any overseas organization in China; and (iv) market and social surveys of which the materials and results are to be provided to any overseas organization, individual, or the agency of any overseas organization in China. Any foreign-related market survey must be conducted by a foreign-related survey institution and no individual or organization may conduct any foreign-related survey without a license for foreign-related surveys. According to the Foreign-related Surveys Measure and the Catalogue of Industries for Guiding Foreign Investment (2015 version), only a domestic enterprise or a sino-foreign enterprise which meet the several requirements stipulated in the Foreign-related Surveys Measures can apply for license for the foreign- related survey.

We collect data of multiple kinds and from multiple sources through our consolidated subsidiaries in the PRC and Hong Kong. These data include users' search, browse, E-commerce and offline behavioral data, social data, demographic data, campaign performance data, and certain technical data, from our proprietary tracking tools, our marketers, publishers and ad exchanges in connection with marketing campaigns, and from collaboration with selected third-party data partners. Except for the general definitions of market surveys and social surveys defined in the Foreign-related Surveys Measures, there is no further clarification or specific guidance on the characteristics and scope of "foreign-related surveys". In light of these uncertainties and out of prudence, we through OptAim Network, our VIE entity, applied for and were granted the foreign-related survey license on June 6, 2017 by the Chinese National Bureau of Statistics.

Regulations on Intellectual Property Rights

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

Computer Software Copyright

On March 1, 2013, the Regulations for the Protection of Computer Software promulgated by the State Council came into effect. These regulations are formulated for protecting the rights and interests of computer software copyright owners, encouraging the development and application of computer software and promoting the development of software business.

Patent

Patents in the PRC are principally protected under the Patent Law of the People's Republic of China, which was amended by the Standing Committee of the National People's Congress in 2008 and became effective on October 1, 2009. This law is formulated for protecting the rights and interests of patentees, encouraging invention, promoting the application of inventions, enhancing innovation capacity, and facilitating the advancement of science and technology, and the economic and social development. Under this law, the duration of a patent right is either 10 years or 20 years from the date of application, depending on the type of patent right.

Trademark

The PRC Trademark Law, promulgated in 1983 and most recently amended in 2013, which such amendments became effective on May 1, 2014, protects the proprietary rights with respect to registered trademarks. The Trademark Office under the State Administration for Industry and Commerce handles trademark registrations and may grant a term of 10 years for registered trademarks, which may be extended for another 10 years upon request. Trademark license agreements shall be filed with the Trademark Office for record. In addition, if a registered trademark is recognized as a well-known trademark, the protection of the proprietary right of the trademark holder may reach beyond the specific class of the relevant products or services.

Domain Name

On December 20, 2004, the Measures for the Administration of Internet Domain Names of the PRC, promulgated by the Ministry of Information, came into effect. These measures are formulated with reference to the norms on administration of internet domain names worldwide, for the purposes of promoting the healthy development of China's internet sector and guaranteeing the safe and reliable operation of the internet domain name system in the PRC.

Regulations on Employment

There are several principal rules and regulations in the PRC with respect to rights and obligations of employers and labors, including (i) the Labor Law of the People's Republic of China, promulgated by the Standing Committee of the National People's Congress effective on January 1, 1995, or the Labor Law, (ii) the Labor Contract Law of the People's Republic of China, promulgated by the Standing Committee of the National People's Congress effective on July 1, 2013, or the Labor Contract Law, (iii) the Social Insurance Law of the People's Republic of China, promulgated by the Standing Committee of the National People's Congress effective on July 1, 2011, or the Social Insurance Law, and (iv) the Regulations on the Management of Housing Provident Fund, promulgated by the State Council on March 24, 2002.

According to the Labor Law and the Labor Contract Law, employers must execute written labor contracts with full-time employees. All employers must compensate their employees with wages equal to at least the local minimum wage standard. All employers are required, among other things, to establish a system for labor safety and workplace sanitation, and to provide employees with workplace safety training. Violations of the Labor Law and the Labor Contract Law may result in the imposition of fines and other administrative penalties. For serious violations, criminal liability may arise. In addition, pursuant to the Social Insurance Law, employers in the PRC are required to provide employees with welfare schemes covering pension insurance, unemployment insurance, maternity insurance, work-related injury insurance, medical insurance and housing funds.

Regulations on Taxation

PRC Enterprise Income Tax

PRC enterprise income tax is calculated based on taxable income, which is determined under (i) the PRC Enterprise Income Tax Law, promulgated by the National People's Congress of China and implemented on

January 1, 2008, or the EIT Law, and (ii) the implementation rules to the EIT Law promulgated by the State Council and implemented on January 1, 2008. The EIT Law imposes a uniform enterprise income tax rate of 25% on all resident enterprises in the PRC, including foreign-invested enterprises and domestic enterprises, unless they qualify for certain exceptions. According to the EIT Law and its implementation rules, the income tax rate of an enterprise that has been determined to be a high and new technology enterprise may be reduced to 15% with the approval of relevant tax authorities.

In addition, according to the EIT Law, enterprises that are incorporated outside the PRC but have their "de facto management body" located in China may be considered as PRC resident enterprises and may therefore be subject to PRC enterprise income tax at the rate of 25% on their worldwide income. The implementation rules of the EIT Law define "de facto management body" as "establishment that carries out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. of an enterprise." And the Notice Regarding the Determination of Chinese-Controlled Overseas Incorporated Enterprises as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies, or Circular 82, further provides certain specific criteria to determine whether the "de facto management body" of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular applies only 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 State Administration of Taxation'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, a Chinese-controlled offshore-incorporated enterprise 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 and the place where the enterprise performs its duties are in the PRC; (ii) decisions relating to the enterprise's financial and human resource matters are made or are subject to approval of 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) 50% or more of voting board members or senior executives habitually reside in the PRC. In the event that we are considered a PRC resident enterprise, we would be subject to the PRC enterprise income tax at the rate of 25% on our worldwide income.

We are organized under the laws of the Cayman Islands and not controlled by a PRC enterprise or PRC enterprise group, we therefore do not believe that we meet all of the conditions above. But if we are considered a PRC resident enterprise by the competent tax authority, we would be subject to the PRC enterprise income tax at the rate of 25% on our worldwide income.

Income Tax for Share Transfers

According to the Notice on Strengthening Administration of Enterprise Income Tax for Share Transfers by Non-Resident Enterprises, or Circular 698, promulgated by the SAT on December 10, 2009, and the Announcement of the State Administration of Taxation on Several Issues Concerning the Enterprise Income Tax on Indirect Property Transfer by Non-Resident Enterprises, or Circular 7, promulgated by the SAT on February 3, 2015, if a non-resident enterprise transfers the equity interests of a PRC resident enterprise indirectly by transfer of the equity interests of an offshore holding company (issued by a PRC resident enterprise) without a reasonable commercial purpose, the PRC tax authorities have the power to reassess the nature of the transaction and the indirect equity transfer may be treated as a direct transfer. As a result, the gain derived from such transfer, which means the equity transfer price less the cost of equity, may be subject to PRC withholding tax at a rate of up to 10%. Under the terms of Circular 7, a transfer that meets all of the following circumstances will be deemed to have no reasonable commercial purposes: (i) over 75% of the value of the equity interests of the offshore holding company are directly or indirectly derived from PRC taxable properties; (ii) at any time during the year before the indirect transfer, over 90% of the total properties of the offshore holding company are

investments within PRC territory, or in the year before the indirect transfer, over 90% of the offshore holding company's revenue is directly or indirectly derived from PRC territory; (iii) the function performed and risks assumed by the offshore holding company are insufficient to substantiate its corporate existence; or (iv) the foreign income tax imposed on the indirect transfer is lower than the PRC tax imposed on the direct transfer of the PRC taxable properties.

There is uncertainty as to the application of Circular 698 and Circular 7. Circular 698 and Circular 7 may be determined by the PRC tax authorities to be applicable to our prior private equity financing transactions that involved non-resident investors, if any of such transactions were determined by the tax authorities to lack reasonable commercial purpose. As a result, we and our non-resident investors in such transactions may be taxed under Circular 698 and Circular 7, and we may be required to expend valuable resources to comply with Circular 698 and Circular 7 or to establish that we should not be taxed under the general anti-avoidance rule of the EIT Law, which may have a material adverse effect on our financial condition and results of operations.

Value Added Tax

On January 1, 2012, the State Council launched a pilot value-added tax, or VAT, reform program, or the Pilot Program, applicable to businesses in selected industries, such as industries involving the leasing of tangible movable property, transportation services, research and development and technical services, information technology services, cultural and creativity services, logistics ancillary services and attestation and consulting services. Businesses subject to the Pilot Program are subject to VAT instead of business tax. On May 24, 2013, the Ministry of Finance and the SAT issued the Circular on Tax Policies in the Nationwide Pilot Collection of Value Added Tax in Lieu of Business Tax in the Transportation Industry and Certain Modern Services Industries. On August 1, 2013, the Pilot Program was implemented throughout China. On March 23, 2016, SAT and Ministry of Finance promulgated Circular on Comprehensively Promoting the Pilot Program of the Collection of Value-added Tax in Lieu of Business Tax, which became effective on May 1, 2016. According to the 2016 Circular, general taxpayers who are engaged in technical services, information technology services, cultural creativity services, logistics supporting services, leasing services, attestation consulting services and/or other modern service industries are subject to a VAT at the rate of 6%.

Dividends Withholding Tax

We are a Cayman Islands exempted limited liability company, used as a holding company and a substantial part of our income may come from dividends we receive from our PRC subsidiary by distributions to our Hong Kong subsidiaries. Pursuant to the EIT Law and its implementation rules, and Special Double Taxation Avoidance Agreement, dividends generated after January 1, 2008 and distributed to our Hong Kong subsidiaries by our PRC subsidiary are subject to withholding tax at a rate of 5%.

The PRC and the Hong Kong Special Administrative Region entered into the Arrangement for the Avoidance of Double Taxation and Prevention of Fiscal Evasion with respect to Taxes on Income, or Special Double Taxation Avoidance Agreement, on August 21, 2006. This arrangement reduces the withholding tax rate in respect of the payment of dividends by a PRC enterprise to a Hong Kong enterprise, such as from our PRC subsidiaries to our Hong Kong subsidiaries, from the statutory rate of 10% to 5% if the Hong Kong enterprise directly holds at least 25% of 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 benefit from the reduced withholding tax rate: (i) it must be is a company; (ii) it must directly own the required percentage of equity interests 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 Non-Resident Taxpayers to Enjoy Treatments under Tax Treaties, or Non-Resident Tax Treatments Measures, which became effective in November 2015, require that non-resident taxpayers report and submit the relevant statements and materials specified in this measure and be administrated

and supervised subsequently by the relevant tax authority in order for the reduced withholding tax rate to apply. There are also other conditions for the reduced withholding tax rate including that Hong Kong recipient must be the beneficial owner of the income.

As uncertainties remain regarding the interpretation and implementation of the EIT Law and its implementation rules, we cannot assure you that, if we are deemed a PRC resident enterprise, any dividends to be distributed by us to our non-PRC shareholders and ADS holders would not be subject to any PRC withholding tax.

Regulations on Foreign Exchange

The Regulations of the People's Republic of China on Foreign Exchange Control, promulgated by the State Council on August 5, 2008, are principal regulations on foreign currency exchange in the PRC. Under these regulations, the Renminbi is freely convertible for current account items after due process, including distribution of dividends, trade-related foreign exchange transactions and service-related foreign exchange transactions, whereas foreign exchange for capital account items, such as direct investments or loans, require prior approval of and registration with the SAFE.

Capital Settlement and Overseas Remittance of Foreign-Invested Enterprises

On May 13, 2013, the SAFE promulgated the Provisions on Foreign Exchange Administration Over Direct Investment Made by Foreign Investors in the PRC in order to promote and facilitate foreign investors to make direct investment in the PRC. Under these provisions, a foreign-invested enterprise may remit funds abroad for purchase and remit foreign exchange with relevant banks from capital reduction, liquidation, advance recovery of investment, profit distribution, etc. after due registration. On June 1, 2015, SAFE Circular 19 came into effect, which introduced a reform of the administration to the settlement of the foreign exchange capital for foreign-invested enterprises national wide based on the pilot experience in certain regions in the early days. On June 9, 2016, SAFE Circular 16 was promulgated, which included more detailed provisions on capital account settlement and overseas remittance for foreign-invested enterprises. This notice allows foreign-invested enterprises to settle their foreign exchange receipt on a discretionary basis and explicitly includes foreign debts and repatriated funds raised through overseas listing as foreign exchange receipts that can be settled discretionally in addition to foreign exchange capital, but continues to prohibit foreign-invested enterprises from using the Renminbi fund converted from their foreign exchange capitals for expenditure beyond their business scopes, investment in security market, offering of entrustment loans or purchase of any investment properties. Although this makes a further relaxation of policies on the control over foreign exchange settlement of capital accounts, in practice, there are still several specific requirements that affect the abilities of the PRC enterprises to access the offshore financing capitals.

According to Interim Administrative Measures for the Record-filing of the Incorporation and Change of Foreign-invested Enterprises promulgated by the Ministry of Commerce, or the MOC, effective on October 8, 2016, foreign investors making capital contributions to their PRC subsidiaries shall make necessary filings in the Foreign Investment Comprehensive Management Information System, or FICMIS. Pursuant to the Interim Measures on the Management of Foreign Debts promulgated jointly by the SAFE, Ministry of Finance, the NDRC, effective on March 1, 2003, PRC foreign-invested companies may not procure loans which exceed the difference between its registered capital and its total investment amount as recorded in FICMIS.

On January 10, 2017, the People's Bank of China promulgated the Circular on Management of Cross-border Financing. According to this circular, an enterprise shall file the cross-border financing contracts for the record with the Capital Project Information System of the SAFE after the execution date of the contracts but no later than three working days before the withdrawal date. In addition, according to the Circular on Promoting the Administrative Reform, promulgated by the NDRC on September 14, 2015, any medium or long term loan to be provided by foreign entities to domestic enterprises must be recorded and registered by the NDRC.

Outbound Investment and Financing and Roundtrip Investment

On July 4, 2014, the Circular on the Relevant Issues Concerning Foreign Exchange Control on Domestic Residents Outbound Investment and Financing and Roundtrip Investment though Special Purpose Vehicles promulgated by the SAFE came into effect. This circular prescribes operational procedures and registration requirements for roundtrip investment through special purpose companies and others. In particular, it states that a domestic resident shall apply to the relevant local branch of the SAFE for foreign exchange registration of overseas investment, prior to making contribution to a special purpose company with legitimate domestic or overseas assets or interests.

Equity Incentive Plans

On February 15, 2012, the Notice of SAFE on Relevant Issues Concerning the Foreign Exchange Administration for Domestic Individuals' Participation in Equity Incentive Plans of Overseas-Listed Companies came into effect. This notice prescribes foreign exchange registration requirements for domestic individuals such as directors, supervisors, officials and other employees in relation to equity incentive plans of companies listed abroad, including employee stock ownership plans, employee stock option plans and other equity incentive programs permitted by applicable laws and regulations. Under the notice, individuals who participate in equity incentive plans of an overseas listed company shall, through the domestic companies they serve, collectively entrust a domestic agency to handle matters such as foreign exchange registration with the SAFE, account opening, and funds transfer and remittance, and also entrust an overseas institution to handle matters such as exercise of options, purchasing and sale of related equity and transfer of funds. An individual may use his/her own foreign currency funds in his/her personal foreign currency deposit account, RMB funds or other legitimate domestic funds to participate in an equity incentive plan.

Regulations on Dividend Distribution

The principal legislation with respect to payment or distribution of dividends by wholly foreign-owned enterprises include (i) the Company Law of the People's Republic of China, most recently amended by the Standing Committee of the National People's Congress as of March 1, 2014, and (ii) Wholly Foreign-Owned Enterprise Law of the People's Republic of China, promulgated on April 12, 1986 and amended on October 31, 2000 by the Standing Committee of the National People's Congress. Under these laws, wholly foreign-owned enterprises in the PRC may pay dividends only out of accumulated profits, after setting aside annually at least 10% of accumulated after-tax profits as reserve fund, if any, until such time as the accumulative amount of such fund reaches 50% of the enterprise's registered capital. A wholly foreign-owned enterprise may allocate a portion of its after-tax profits to its employee welfare and bonus funds at its discretion. These reserve funds may not be distributed as cash dividends.

Regulations on Foreign Investment

According to the Catalogue for the Guidance of Foreign Investment Industries (Revised in 2015), or the 2015 Catalogue, there is no restriction on the foreign-invested advertising company as advertising industry falls within neither the catalogue of prohibitions nor the catalogue of restrictions. Moreover, the Regulations for the Administration of Foreign-Invested Advertising Enterprises, which prescribed certain restrictions on foreign investors were abolished on June 29, 2015.

According to the 2015 Catalogue, market survey falls into the catalogue of restrictions, which means foreign investors can engage in businesses in this industry only through a sino-foreign enterprise, while social survey falls into the catalogue of prohibitions.

In January 2015, the MOFCOM published a consultation draft of PRC Foreign Investment Law for public review and comments. Among other things, the draft Foreign Investment Law expands the definition of foreign

investment and introduces the principle of “actual control” in determining whether a company is considered an FIE. And “actual control” broadly defined in the Draft of PRC Foreign Investment Law including 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.

Therefore, under the Draft Foreign Investment Law, variable interest entities would also be deemed as FIEs, if they are ultimately “controlled” by foreign investors and be subject to restrictions on foreign investments. As a result, their operation in the industry listed on the “catalogue of restrictions” without market entry clearance or on the “catalogue of prohibitions” may be considered as illegal. If this is the case, the variable interest entities would be ordered to terminate the related business and might subject to penalties, including confiscations, fines, and even criminal charges.

In addition, 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 or each investment alteration, 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.

The Draft Foreign Investment Law has not taken a position on what actions will be taken with respect to the existing companies with a “variable interest entity” structure, whether or not these companies are controlled by Chinese parties. And it is also uncertain when the draft would be passed into law and whether the final version would have any substantial changes from this draft.

MANAGEMENT

Directors and Executive Officers

The following table sets forth information regarding our directors and executive officers as of the date of this prospectus. Unless otherwise stated, the business address for our directors and executive officers is that of our principal executive office at: 15/F, Prosperity Millennia Plaza, 663 King's Road, Quarry Bay, Hong Kong S.A.R.

Directors and Executive Officers	Age	Position/Title
Wing Hong Sammy Hsieh	44	Chairman of the Board, Chief Executive Officer, and Co-Founder
Jian Tang	40	Director, Chief Operating Officer, Chief Technology Officer, and Co-Founder
Yau Ping Ricky Ng	36	Director and Co-Founder
Francis Hun Ming Wong	48	Director
Yu Long	44	Director
Antares Au	38	Director
Anmin Pan	37	Director
Jie Jiao	36	Chief Financial Officer
Yan Lee	34	Chief Product Officer

Mr. Wing Hong Sammy Hsieh is our chairman of the board and co-founder and has served as our chief executive officer since 2009. Prior to founding our company, Mr. Hsieh held senior positions in a number of prominent technology companies. Mr. Hsieh was general manager for Asia Pacific at Efficient Frontier (now an Adobe company), a leading digital performance marketing company in 2008. Prior to that, Mr. Hsieh was director of Search Marketing at Yahoo Hong Kong during 2000 to 2008, during which he oversaw the business operations, including sales, marketing, business development and product management. Mr. Hsieh also held various sales and marketing positions at the LVMH Group and British American Tobacco earlier in his career. Mr. Hsieh received his bachelor's degree in economics from the University of California, Los Angeles.

Mr. Jian Tang is our director and co-founder and has served as our chief operating officer since January 2016 and our chief technology officer since November 2016. Mr. Tang has approximately 20 years of experience in digital advertising and is well-known in the area of advertising technologies and big data in China. Prior to joining us, Mr. Tang founded OptAim in 2012, which was later acquired by us in July 2015. Prior to founding OptAim, Mr. Tang was Tencent's engineering director of Advertising Platform Department who helped initiate and develop Tencent's programmatic ad exchange platform. Mr. Tang had also served key research and engineering and management roles at Yahoo's global research and development center, Baidu and Microsoft Research from 2005 to 2011, where he led a number of major technical and research and development projects. Mr. Tang received his doctor's degree in computer engineering from Tsinghua University. Mr. Tang was named by Campaign Asia as one of the leaders in its Digital A-List in 2016.

Mr. Yau Ping Ricky Ng is our director and co-founder. Mr. Ng has also served as director of both Aladdin Fintech (Beijing) Company Limited and Aladdin Fintech Company Limited. Prior to founding our company, Mr. Ng was head of direct sales at Yahoo Hong Kong where he specialized in developing new business and sales partnerships for the company's search marketing and performance display solutions. Mr. Ng received his bachelor's degree in computer science from the Chinese University of Hong Kong. Mr. Ng was named by Campaign Asia as "Digital A-list Digital Entrepreneur" in 2015 and Vmarketing as "Top 100 digital figures in 2011-2012."

Mr. Francis Hun Ming Wong was appointed as our director by Sumitomo Corporation Equity Asia Limited in August 2015 in connection with its subscription of our series B preferred shares. Mr. Wong is currently an executive director and serves on the board of Sumitomo Corporation Equity Asia Limited, the Asia corporate venture investment arm of Sumitomo Corporation, and leads its investment activities in Asia. Mr. Wong also

serves on the board of Wisers Information Holding Company Limited, Algoblu Holding Limited, RETCHAT Inc. and CDP Holdings Limited. Mr. Wong has more than 16 years of venture capital investing experience in Asia, primarily in technology sector. Prior to joining Sumitomo Corporation Equity Asia in 2007, Mr. Wong was an assistant vice president of Walden International, a venture capital firm in Silicon Valley. Prior to entering venture capital industry in 2000, Mr. Wong served various positions on engineering, product and business development in telecom sector respectively with Hongkong Telecom and Hutchison Telecom for almost eight years. Mr. Wong received his bachelor degree in engineering, his master degree in computer science from the University of Manchester, United Kingdom, and an MBA degree from Strathclyde Graduate School of Business, Scotland.

Ms. Yu Long was appointed as our director by Bertelsmann Asia Investments in February 2011 in connection with its subscription of our series B preferred shares. Ms. Long currently also serves as a member of Bertelsmann Group management committee, chief executive officer of Bertelsmann China Corporate Center and managing partner of Bertelsmann Asia Investments. Ms. Long serves on the board of Coach Inc. (NYSE: COH), and China Distance Education (NYSE: DL) and Bitauto Holdings Limited (NYSE: BITA). Prior to that, Ms. Long was a principal at Bertelsmann Digital Media Investments. She joined the international media, services, and education company via the Bertelsmann Entrepreneurs Program in 2005. From 1996 to 2003, Ms. Long was a producer and lead anchor for the Sichuan Broadcasting Group. From 1994 to 1996 she was a producer and host for Chengdu People's Radio Broadcasting. In addition, she is a member of the Stanford Graduate School of Business Advisory Council. Ms. Long is an active member of the World Economic Forum's Young Global Leaders Advisory Council and is also a member of its Global Agenda Council on the Future of Media, Entertainment & Information.

Mr. Antares Au was appointed as our director by SSG Capital in February 2011 in connection with its subscription of our series B preferred shares. Mr. Au is the managing director of SSG Capital Management (Hong Kong) Limited and has headed its investment activities in Greater China since the firm's establishment in 2009. He also serves as director of Jamestrong Investment Holding Limited and various entities affiliated with SSG Capital. Mr. Au previously worked at Lehman Brothers Asia Special Situations Group where he was responsible for the group's investment activities in Greater China from 2007 to 2008**.** Prior to that, he worked at an affiliate of Och Ziff Capital Management from 2006 to 2007 and the private equity team of Fortress Investment Group from 2003 to 2005. He worked in the investment banking division of Goldman Sachs in New York from 2001 to 2002. Mr. Au received his bachelor's degree in computer science and economics from Columbia University.

Mr. Anmin Pan was appointed as our director by BlueFocus International Limited. Mr. Pan has served as our director since June 2017. Mr. Pan has also served as the CEO at BlueFocus Mobile Internet division affiliated to BlueFocus Communication Group, mainly in charge of developing its mobile advertising business of the since 2014, and as director of various subsidiaries of BlueFocus Communication Group. Mr. Pan is a leading pioneer in Chinese mobile advertising industry with rich knowledge and experience in sectors such as marketing, public relations, brand communications and traditional advertising. Mr. Pan received his bachelor degree of clinic care from Affiliated College of Shandong Medical University.

Ms. Jie Jiao has served as our chief financial officer since May 2017 and was our head of finance from 2014 to 2016. Ms. Jiao has also served as an independent non-executive director of China Sunshine Paper Holdings Company Limited (2002.HK), a Hong Kong listed company, since 2014. Prior to joining us, Ms. Jiao served at several U.S. or Hong Kong-listed companies, including ArtGo Holdings Limited (3313.HK) and Fang Holdings Limited (NYSE: SFUN), mainly in charge of their initial public offerings, compliance after the initial public offerings and investor relationship from 2007 to 2014. She was a senior counsel at Jingtian & Gongcheng from 2004 to 2007. Ms. Jiao received her bachelor degree of law and bachelor degree of economics from Peking University, and her master degree of law in Oxford University. Ms. Jiao is a Chartered Financial Analyst and has obtained her PRC Legal Profession Qualification Certificate.

Mr. Yan Lee has served as our chief product officer since 2016. Mr. Lee has approximately ten years of experience in digital marketing and products, with a focus on big data advertising platforms as well as business ecosystem infrastructure. Prior to joining us, Mr. Lee was the founder and chief executive officer of Buzzinate, a leading demand side platform and data service provider in mainland China, which was acquired by us in November 2014. Prior to founding Buzzinate, Mr. Lee held strategic advertising roles at several 4As agencies serving automobile, fast-moving consumer goods and retail clients. Mr. Lee received his dual bachelor's degrees in advertising and corporate management from National Chengchi University in Taiwan, and an MBA degree from China Europe International Business School in Shanghai, China. In 2012, Mr. Lee was named by Forbes China as one of China's "30 Under 30" Entrepreneurs.

Board of Directors

Upon the effectiveness of our registration statement on Form F-1, of which this prospectus is a part, our board of directors will consist of directors, including executive directors and non-executive directors. The powers and duties of our directors include convening general meetings and reporting our board's work at our shareholders' meetings, declaring dividends and distributions, determining our business and investment plans, appointing officers and determining the term of office of the officers, preparing our annual financial budgets and financial reports, formulating proposals for the increase or reduction of our authorized capital as well as exercising other powers, functions and duties as conferred by our articles of association. Our directors may exercise all the powers of our company to borrow money, mortgage its business, property and uncalled capital and issue debentures or other securities whenever money is borrowed or as security for any obligation of our company or of any third party. None of our non-executive directors has a service contract with us that provides for benefits upon termination of service.

A director may vote in respect of any contract or 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 the directors at which any such contract or proposed contract or arrangement is considered. A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with us is required to declare the nature of his interest at a meeting of our directors. A general notice given to the directors by any director to the effect that he is a member, shareholder, director, partner, officer or employee of any specified company or firm and is to be regarded as interested in any contract or transaction with that company or firm shall be deemed a sufficient declaration of interest for the purposes of voting on a resolution in respect to a contract or transaction in which he has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

Committees of the Board of Directors

We are a foreign private issuer (as such term is defined in Rule 3b-4 under the Exchange Act), and our ADSs are listed on the [NASDAQ Global Market/New York Stock Exchange]. Under [Section 5615 of the NASDAQ Stock Market Rules/Section 303A of the Corporate Governance Rules of the New York Stock Exchange], [NASDAQ/NYSE]-listed companies that are foreign private issuers are permitted to follow home country practice in lieu of the corporate governance provisions specified by [NASDAQ]/[NYSE] with limited exceptions. Please refer to "Risk Factors — Risk Related to This Offering and Our American Depositary Shares — As a company incorporated in the Cayman Islands, we will adopt certain home country practices in relation to corporate governance matters that differ significantly from the [NASDAQ corporate governance requirements/NYSE corporate governance listing standards]; these practices may afford less protection to shareholders than they would enjoy if we complied fully with the [NASDAQ corporate governance requirements/NYSE corporate governance listing standards]." Prior to the completion of this offering, we intend to establish an audit committee, a compensation committee, and a nominating and corporate governance committee under the board of directors. We intend to adopt a charter for each of the three committees prior to the completion of this offering. Each committee's members and functions are described below.

Audit Committee Our audit committee consists of , and , and is chaired by . , and each satisfy the "independence" requirements of the [Rule5605(c)(2) of the Listing Rules of the NASDAQ Stock Market/Section 303A of the Corporate Governance Rules of the NYSE] and meet the independence standards under Rule 10A-3 under the Exchange Act. We have determined that qualifies as an "audit committee financial expert." The audit committee oversees our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee is responsible for, among other things:

- selecting the independent registered public accounting firm and pre-screening all auditing and non-auditing services permitted to be performed by the independent registered public accounting firm;
- reviewing with the independent registered public accounting firm any audit problems or difficulties and management's response;
- reviewing and approving all proposed related party transactions, as defined in Item 404 of Regulation S-K under the Securities Act;
- discussing the annual audited financial statements with management and the independent registered public accounting firm;
- reviewing major issues as to the adequacy of our internal controls and any special audit steps adopted in light of material control deficiencies;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- meeting separately and periodically with management and the independent registered public accounting firm; and
- reporting regularly to the board of directors.

Compensation Committee Our compensation committee consists of , and , and will be chaired by . and satisfy the "independence" requirements of [the Listing Rules of the NASDAQ Stock Market/ Corporate Governance Rules of the NYSE]. 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 upon. The compensation committee will be responsible for, among other things: The compensation committee assists the board of directors in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our executive officers may not be present at any committee meeting during which their compensation is deliberated upon. The compensation committee is responsible for, among other things:

- reviewing the total compensation package for our executive officers and making recommendations to the board with respect to it;
- approving and overseeing the total compensation package for our executives other than the three most senior executives;
- reviewing the compensation of our directors and making recommendations to the board with respect to it; and
- periodically reviewing and approving any long-term incentive compensation or equity plans, programs or similar arrangements, annual bonuses, and employee pension and welfare benefit plans.

Nominating and Corporate Governance Committee Our nominating and corporate governance committee will consist of , , and , and will be chaired by . and satisfy the "independence" requirements of [the Listing Rules of the NASDAQ Stock Market/ Corporate Governance Rules of the NYSE]. The nominating and corporate governance committee will assist the board 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:

- recommending nominees to the board for election or re-election to the board, or for appointment to fill any vacancy on the board;
- reviewing annually with the board the current composition of the board with regards to characteristics such as independence, age, skills, experience and availability of service to us;
- selecting and recommending to the board the names of directors to serve as members of the audit committee and the compensation committee, as well as of the nominating committee itself; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

Duties of Directors

Under Cayman Islands law, our directors have a common law duty to act honestly in good faith with a view to our best interests and for a proper purpose. Our directors also have a duty to exercise the skill they actually possess with the care and diligence that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their duty of care to us, our directors must ensure compliance with our memorandum and articles of association. We have 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.

Terms of Directors and Officers

Our officers are elected by and serve at the discretion of the board. Our directors are not subject to a term of office and hold office until such time as they are removed from office by special resolution or the unanimous written resolution of all shareholders. A director will be removed from office automatically if, among other things, the director (1) becomes bankrupt or makes any arrangement or composition with his creditors; or (2) dies or is found by our company to be of unsound mind.

Employment Agreements and Indemnification Agreements with Executive Officers

We have entered into employment agreements with each of our executive officers.

Term and Termination

Pursuant to these agreements, we will be entitled to terminate a senior executive officer's employment for cause at any time without remuneration for certain act of dishonesty, serious misconduct or any other act that justifies immediate dismissal of the officer, or if that officer is precluded by law from performing his duty as an officer. We may also terminate a senior executive officer's employment by giving three months' prior written notice or three months' salary if the senior executive officer is not qualified for his position after we provide relevant training to him. A senior executive officer may terminate his or her employment at any time by giving three months' prior written notice.

Confidentiality; IP

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, including but not limited to, trade secrets, any information concerning the process, system, data, financials,

dealings or other confidential business information. The executive officers have also agreed that all intellectual property rights which they conceive, develop, write or otherwise created in the course of their employment, whether during or outside normal working hours, will be vested solely in us, and the officers will, at our request and expense, execute such assignments and assurances as may be reasonably necessary to perfect our ownership of those rights.

Non-Competition and Non-Solicitation

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 six months following the last date of employment. Specifically, during such term each executive officer has agreed not to (i) directly or indirectly engage or involve in any business which is in competition with us; (ii) directly or indirectly canvass or solicit from our clients any goods or services similar to ours; and (iii) entice, endeavor to entice, persuade or procure away any of our employees.

Indemnification Agreements

We plan to enter into indemnification agreements with each of our directors and executive officers. Under these agreements, we may agree to indemnify our directors and executive officers against certain liabilities and expenses incurred by them in connection with claims made by reason of their being a director or officer of our company.

Compensation of Directors and Executive Officers

For the twelve months ended December 31, 2016, we paid an aggregate of approximately US$1 million in cash to our executive officers, and we did not pay any compensation to our non-executive directors. Subject to the requirements under the applicable laws, 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 entity are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment insurance and other statutory benefits and a housing provident fund. Our Hong Kong subsidiaries are required by the Hong Kong Mandatory Provident Fund Schemes Ordinance to make monthly contributions to the mandatory provident fund scheme in an amount equal to at least 5% of an employee's salary. For incentive share grants to our executive officers, see "— Share Incentive Plans."

Share Incentive Plans

2010 Plan

Our board of directors approved the 2010 Plan in 2010, to provide incentives to our certain employees and consultants and promote the success of our business. Under the 2010 Plan, the maximum number of ordinary shares that may be issued to the beneficiaries is 2,398,137, which have been issued to Arda as trustee to the beneficiaries of the 2010 Plan. As of the date of this prospectus, options to purchase 2,060,599 ordinary shares were granted under the 2010 Plan, 774,273 of which are not vested, 1,017,333 are fully vested but not exercised, and 268,993 have been exercised.

The following paragraphs describe the principal terms of the 2010 Plan.

Type of Awards. The 2010 Plan permits the award of options to purchase our ordinary shares.

Trustee. Mr. Wing Hong Sammy Hsieh through Arda upon trust serves as the trustee to the beneficiaries of the 2010 Plan. Upon a grantee's exercise of any options awarded under the 2010 Plan, the trustee shall hold the

resulting ordinary shares until a public offering of our ordinary shares on a stock exchange or if our board of directors decides to transfer the ordinary shares to the grantee, and until either of such transfer events, the trustee shall pay cash or other dividend payments on these ordinary shares to the grantee. The trustee shall only deal with the trust properties in such manner as our board of directors from time to time directs in writing.

Award Agreement. Any award granted under the 2010 Plan is evidenced by an award agreement that sets forth terms, conditions and limitations on such award, which may include the number of options awarded, the exercise price, the vesting schedule, the provisions applicable in the event of the grantee's employment or service terminates, among others. We may amend or delete the terms of any award from time to time, provided that no such amendment shall impair the rights and benefits of any participant without his or her consent.

Eligibility. We may grant awards to employees of our company or any of our subsidiaries.

Vesting Schedule. Unless otherwise stated in respective grants, subject to forfeiture and arrangement on termination of employment or service, 25% of the share options shall be vested at the one-year anniversary of the grant date and 1/36 of the remaining 75% of the shares options shall be vested per month thereafter. In the event a take-over offer is made to our ordinary shares, we will use our best endeavors to procure that such take-over offer be extended to any ordinary shares that may be allotted pursuant to the exercise of unexercised share options. 120,067 options that were granted to Wing Hong Sammy Hsieh and 29,933 options that were granted to Yau Ping Ricky Ng shall vest immediately upon the earlier of the following: (i) approval of our listing on a stock exchange with an expected market capitalization of no less than US$500 million, or (ii) any merger or acquisition of us at a valuation of US$500 million or above as a result of which our shareholders immediately prior to such merger or acquisition no longer hold a majority of the outstanding shares of the surviving corporation.

Exercise of Options. Vested options will become exercisable during the first five business days of January, April, July and October until the termination date of the 2010 Plan, subject to other terms and conditions provided in the relevant award agreements. Once all the preconditions are met, a participant may exercise options in whole or in part by giving written notice of exercise to us specifying information such as the number of shares to be purchased.

Transfer Restrictions. The participant will not be permitted to transfer, assign, dispose of, or create or purport to create any encumbrances over any option. In principle, all options shall be exercisable only by the participants. Any such transfer, assignment, disposal or encumbrance or purported encumbrance shall result in the automatic cancellation of the option.

Termination and amendment of the 2010 Plan. Our board of directors may amend or discontinue the 2010 Plan, provided that such amendment or termination shall not impair the rights of a participant under any award without such participant's consent.

The following table summarizes, as of the date of this prospectus, the outstanding options granted under the 2010 Plan to our directors, executive officers and other grantees.

Name	Ordinary Shares Underlying Outstanding Options	Exercise Price (US$/Share)	Grant Date	Expiration Date
Wing Hong Sammy Hsieh	*	0.0010	August 27, 2014	The earlier of: (1) within 10 years of the vesting date; (2) immediately prior to listing of the Company on a stock exchange,
Yau Ping Ricky Ng	*	0.0010 – 4.800	June 21, 2013 to Aug 27, 2014	April 1, 2023; The earlier of: (1) within 10 years of the vesting date; (2) immediately prior to listing of the Company on a stock exchange,
Jian Tang	*	0.2687 – 4.0304	August 1, 2015	August 1, 2025
Yan Lee	*	8.1290 – 8.1300	January 1, 2015 to January 1, 2017	January 1, 2025 to January 1, 2027
Jie Jiao	*	8.1290 – 8.1300	August 18, 2014 to January 1, 2017	July 1, 2024 to January 1, 2027
Other grantees	1,371,155	0.0100 – 20.0000	April 1, 2011 to January 1, 2017	April 1, 2020 to January 1, 2027

* Less than 1% of our total outstanding ordinary shares.

2017 and 2018 Performance-Based Incentive Shares

In December 2016, our board of directors and shareholders authorized the issuance of 1,068,114 ordinary shares to Jian Tang and certain other employees in China upon the fulfillment of certain performance conditions in 2017, and the issuance of 801,086 ordinary shares to Jian Tang and certain other employees in China upon the fulfillment of certain performance conditions in 2018.

PRINCIPAL SHAREHOLDERS

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 person or entity that we know beneficially owns or will beneficially own more than 5% of our outstanding ordinary shares;
- each director or executive officer who beneficially owns or will beneficially own more than 1% of our outstanding ordinary shares; and
- all of our directors and executive officers as a group.

The calculations in the table below are based on (1) 23,897,421 ordinary shares on an as-converted basis outstanding as of the date of this prospectus, which include all exercised options, but do not include granted but unexercised options, whether or not they are vested, and (2) ordinary shares to be issued immediately upon completion of this offering, including (i) ordinary shares to be sold by us in this offering in the form of ADSs, assuming the underwriters do not exercise their over-allotment option to purchase additional ADSs, and (ii) 9,525,757 ordinary shares into which all of our outstanding preferred shares will automatically convert upon completion of this offering on a one-for-one basis.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of ordinary shares beneficially owned by a person and the percentage ownership of that person, we have included ordinary 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 ordinary shares, however, are not included in the computation of the percentage ownership of any other person.

	Ordinary Shares Beneficially Owned Prior to This Offering		Ordinary Shares Being Sold in This Offering		Ordinary Shares Beneficially Owned After This Offering	
	Number*	%**	Number	%	Number	%
Directors and Executive Officers:						
Wing Hong Sammy Hsieh(1)(10)	2,769,573	11.6				
Jian Tang(2)(10)	2,337,133	9.8				
Yau Ping Ricky Ng(3)(10)	954,653	4.0				
Francis Hun Ming Wong	—	—				
Yu Long	—	—				
Antares Au	—	—				
Anmin Pan	—	—				
Jie Jiao	*	*				
Yan Lee	*	*				
All directors and Executive Officers as a Group	6,124,618	25.6				
Principal Shareholders:						
Bertelsmann Asia Investments AG and its affiliate(4)	3,281,417	13.7				
Blue Focus International Limited(5)	3,235,338	13.5				
Sumitomo Corporation Equity Asia Limited(6)	2,881,030	12.1				
Wing Hong Sammy Hsieh(1)	2,757,878	11.6				
Czerny Holdings Limited and Cervetto Holdings Limited(7)	2,486,802	10.4				
Igomax Inc.(10)	2,320,028	9.7				
Maestro Investment Holdings Limited(8)	1,749,818	7.3				
O & K Investment Limited(9)	1,532,955	6.4				

* Less than 1% of our total outstanding shares.

** For each person and group included in this column, percentage ownership is calculated by dividing the number of shares beneficially owned by such person or group by the sum of the total number of ordinary shares outstanding, which is 23,897,421 ordinary shares on an as-converted basis as of the date of this prospectus, and the number of ordinary shares such person or group has the right to acquire upon the exercise of options, warrants or other rights within 60 days after the date of this prospectus.

(1) Represents (a) 2,500,580 ordinary shares held by Wing Hong Sammy Hsieh as of the date of this prospectus and (b) 268,993 ordinary shares held by Arda Holdings from the exercise of options under our 2010 Plan. Mr. Wing Hong Sammy Hsieh through Arda upon trust serves as the trustee to the beneficiaries of the 2010 Plan. The trustee shall only deal with the trust properties in such manner as our board from time to time directs in writing. In addition to the 2,769,573 shares beneficially owned by Wing Hong Sammy Hsieh, there are 120,067 options granted to Wing Hong Sammy Hsieh that shall vest immediately upon the earlier of the following: (i) approval of our listing on a stock exchange with an expected market capitalization of no less than US$500 million, or (ii) any merger or acquisition of us at a valuation of US$500 million or above as a result of which our shareholders immediately prior to such merger or acquisition no longer hold a majority of the outstanding shares of the surviving corporation.

(2) Represents (a) 2,320,028 ordinary shares held by Igomax Inc., a British Virgin Islands company wholly owned by Jian Tang, and (b) 17,105 ordinary shares that are issuable upon exercise of options held in trust by Mr. Tang on behalf of certain consultants of OptAim that are exercisable currently or within 60 days of the date of this prospectus.

(3) Represents (a) 880,653 ordinary shares held by Yau Ping Ricky Ng as of the date of this prospectus, and (b) 74,000 ordinary shares that are issuable upon exercise of options held by Mr. Ng that are exercisable currently or within 60 days of the date of this prospectus. In addition to the 954,653 shares beneficially owned by Yau Ping Ricky Ng, there are 29,933 options granted to Yau Ping Ricky Ng that shall vest immediately upon the earlier of the following: (i) approval of our listing on a stock exchange with an expected market capitalization of no less than US$500 million, or (ii) any merger or acquisition of us at a valuation of US$500 million or above as a result of which our shareholders immediately prior to such merger or acquisition no longer hold a majority of the outstanding shares of the surviving corporation.

(4) Represents (a) 1,204,920 ordinary shares and 1,484,409 series B preferred shares held by Bertelsmann Asia Investments AG, and (b) 592,088 ordinary shares held by BAI GmbH. Bertelsmann Asia Investments AG is a Swiss company and BAI GmbH is a Germany company. Both Bertelsmann Asia Investments AG and BAI GmbH are controlled by Bertelsmann SE & Co. KGaA.

(5) Represents (a) 742,320 ordinary shares, and (b) 2,493,018 series D preferred shares held by Blue Focus International Limited, a company incorporated in Hong Kong. Blue Focus International Limited is wholly owned by BlueFocus Communication Group Co. Ltd., a company listed on Shenzhen Stock Exchange.

(6) Represents 2,476,190 series A preferred shares and 404,840 series B preferred shares held by Sumitomo Corporation Equity Asia Limited, a company incorporated in Hong Kong wholly owned by Sumitomo.

(7) Represents (a) 887,616 ordinary shares held by Czerny Holdings Limited and (b) 1,599,186 series C preferred shares held by Cervetto Holdings Limited. Czerny Holdings Limited and Cervetto Holdings Limited are incorporated in the British Virgin Islands. Czerny Holdings Limited is wholly owned by SSG Capital Partners I GPGP, Ltd and Cervetto Holdings Limited is wholly owned by SSG Capital Partners II GPGP, Ltd. Mr. Wong Ching Him, Mr. Shyam Maheshwari and Mr. Andreas Vourloumis together hold all voting power over SSG Capital Holdings Limited , which is the sole shareholder of SSG Capital Partners I GPGP, Ltd and SSG Capital Partners II GPGP, Ltd. The registered office address of Czerny Holdings Limited and Cervetto Holdings Limited is P.O. Box 957, Offshore Incorporations Center, Road Town, Tortola, British Virgin Islands.

(8) Represents 1,749,818 ordinary shares held by Maestro Investment Holdings Limited, a company incorporated in British Virgin Islands. Jiping Liu is the sole shareholder of Maestro Investment Holdings Limited.

(9) Represents 1,532,955 ordinary shares held by O & K Investment Limited, a company incorporated in Hong Kong. Sunee Chiraseivinupraphand is the sole shareholder of O & K Investment Limited. Sunee Chiraseivinupraphand is spouse of Wing Hong Sammy Hsieh.
(10) In December 2016, Wing Hong Sammy Hsieh and Yau Ping Ricky Ng each transferred 247,088 and 176,138 shares to Igomax Inc. for nominal consideration as compensation of Jian Tang's service to us. Please refer to note 19(c) of our consolidated financial statements.

As of the date of this prospectus, none of our ordinary shares issued and outstanding on an as converted basis were held by record holders in the United States. None of our shareholders has informed us that it is affiliated with a registered broker-dealer or is in the business of underwriting securities. None of our existing shareholders will have different voting rights from other shareholders after the completion of this offering. We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

RELATED PARTY TRANSACTIONS

Contractual Arrangements with our Variable Interest Entity and its Shareholders

See “Corporate History and Structure.”

Private Placements

See “Description of Share Capital — History of Securities Issuances.”

Shareholders Agreement

See “Description of Share Capital — History of Securities Issuances.”

Employment Agreements and Indemnification Agreements

See “Management — Employment Agreements and Indemnification Agreements with Executive Officers.”

Share Incentive Plans

See “Management — Share Incentive Plans.”

Other Transactions with Related Parties

On December 31, 2015, we borrowed interest-free short-term loans from Mr. Jian Tang, our director, chief operating officer, chief technology officer, and co-founder in the aggregate principal amount of RMB300,000. We used the proceeds of these loans for capital injection into OptAim Network, our VIE, when we were unable to obtain foreign currency in a timely manner. The entire principal amounts of these loans were repaid on January 19, 2016.

DESCRIPTION OF SHARE CAPITAL

We are a Cayman Islands exempted limited liability 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, and the common law of the Cayman Islands.

As of the date of this prospectus, our company is authorized to issue up to a maximum of 50,000,000 shares, which consist of 37,150,000 ordinary shares with a par value of US$0.001 each, 2,500,000 series A preferred shares with a par value of US$0.001 each, 3,000,000 series B preferred Shares with a par value of US$0.001 each, 1,650,000 series C preferred shares with a par value of US$0.001 each, 4,500,000 series D preferred shares with a par value of US$0.001 each and 1,200,000 series E preferred shares with a par value of US$0.001 each. As of the date of this prospectus, 14,371,664 ordinary shares, including 268,993 ordinary shares held by Arda from the exercise of options under our 2010 Plan, 2,476,190 series A preferred shares, 1,889,249 series B preferred shares, 1,599,186 series C preferred shares, 2,493,018 series D preferred shares and 1,068,114 series E preferred shares are issued and outstanding. All of our issued and outstanding ordinary and preferred shares are fully paid, except for the ordinary shares issued to Arda under the 2010 Plan other than those ordinary shares whose underlying 2010 Options have been exercised. See “Management — Share Incentive Plans — 2010 Plan.”

In December 2016, our board of directors and shareholders authorized the issuance of 1,068,114 ordinary shares to Jian Tang and certain other employees in China upon the fulfillment of certain performance conditions in 2017, and the issuance of 801,086 ordinary shares to Jian Tang and certain other employees in China upon the fulfillment of certain performance conditions in 2018.

Upon completion of this offering, there will be ordinary shares issued and outstanding, including a total of 9,525,757 ordinary shares resulting from the automatic conversion of all of our outstanding preferred shares (assuming the underwriters do not exercise the over-allotment option).

Our Post-Offering Amended and Restated Memorandum and Articles of Association

We expect to adopt, subject to the approval of our shareholders, an eighth amended and restated memorandum and articles of association, which will become effective and replace our current seventh amended and restated memorandum and articles of association in its entirety immediately upon the completion of this offering. The following are summaries of material provisions of the post-offering amended and restated memorandum and articles of association that we expect to adopt and of the Companies Law, insofar as they relate to the material terms of our ordinary shares. This summary is not complete, and you should read the form of our post-offering amended and restated memorandum and articles of association, which have been filed as exhibits to the registration statement of which this prospectus is a part.

Objects of Our Company. Under our post-offering amended and restated memorandum and articles of association, the objects of our company are unrestricted and we have the full power and authority to carry out any object not prohibited by the laws of the Cayman Islands.

Ordinary Shares. Our ordinary shares are issued in registered form and are issued when registered in our register of members. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their shares.

Register of Members. Under Cayman Islands law, we must keep a register of members and there should be entered therein:

(a) 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;

(b) the date on which the name of any person was entered on the register as a member; and

(c) 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.

If the name of any person is incorrectly entered in or omitted from our register of members, or if there is any default or unnecessary delay in entering on the register the fact of any person having ceased to be a member of our company, the person or member aggrieved (or any member of our company or our company itself) may apply to the Cayman Islands Grand Court for an order that the register be rectified, and the Court may either refuse such application or it may, if satisfied of the justice of the case, make an order for the rectification of the register.

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. 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 no less than 10% of the votes attaching to the total ordinary shares present in person or by proxy.

A quorum required for a meeting of shareholders consists of one or more shareholders present and holding no less than one-third of the votes of the outstanding voting shares in our company. Shareholders may be present in person or by proxy or, if the shareholder is a legal entity, by its duly authorized representative. Shareholders' meetings may be convened by our board of directors on its own initiative or upon a request to the directors by shareholders holding no less than one-third of our voting share capital in issue. Advance notice of at least seven clear days is required for the convening of our annual general shareholders' meeting and any other general shareholders' meeting.

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 unanimous written resolutions 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.

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 shares;
- the instrument of transfer is properly stamped, if required;
- in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four; and
- a fee of such maximum sum as the [NYSE/NASDAQ] may determine to be payable or such lesser sum as our directors may from time to time require is paid to us in respect thereof.

If our directors refuse to register a transfer they shall, within three months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal.

The registration of transfers may, after compliance with any notice required of the [NYSE/NASDAQ], be suspended and 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 shares), assets available for distribution among the holders of ordinary shares shall be distributed among the holders of our 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 Shares and Forfeiture of Shares. Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their shares in a notice served to such shareholders at least 14 days prior to the specified time and place of payment. The shares that have been called upon and remain unpaid are subject to forfeiture.

Redemption, Repurchase and Surrender of 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 or by an ordinary resolution of our shareholders. 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 issued and 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. The rights attached to any class or series of shares (unless otherwise provided by the terms of issue of the shares of that class or series) may be varied with the consent in writing of all the holders of the issued shares of that class or series or with the sanction of a resolution passed by a majority

of the votes cast at a separate meeting of the holders of the shares of that class or series. 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.

Issuance of Additional Shares. Our post-offering amended and restated memorandum and articles 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 and articles of association also authorizes our board of directors to establish from time to time one or more series of preferred shares and to determine, with respect to any series of preferred shares, the terms and rights of that series, including:

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

Our board of directors may issue preferred shares without action by our shareholders to the extent authorized but unissued. Issuance of these shares may dilute the voting power of holders of ordinary shares.

Inspection of Books and Records. Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, we will provide our shareholders with annual audited financial statements. See “Where You Can Find Additional Information.”

Anti-Takeover Provisions. Some provisions of our post-offering 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 preferred shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preferred shares without any further vote or action by our shareholders; and
- limit the ability of shareholders to requisition and convene general meetings of shareholders.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our post-offering amended and restated memorandum and articles of association for a proper purpose and for what they believe in good faith to be in the best interests of our company.

General Meetings of Shareholders and Shareholder Proposals. Our shareholders’ general meetings may be held in such place within or outside the Cayman Islands as our board of directors considers appropriate.

As a Cayman Islands exempted limited liability company, we are not obliged by the Companies Law to call shareholders’ annual general meetings. Our post-offering amended and restated 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.

Shareholders’ annual general meetings and any other general meetings of our shareholders may be convened by a majority of our board of directors or our chairman. Our board of directors shall give no less than seven clear days’ written notice of a shareholders’ meeting to those persons whose names appear as members in our register of members on the date the notice is given (or on any other date determined by our directors to be the record date for such meeting) and who are entitled to vote at the meeting.

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 a company's articles of association. Our post-offering amended and restated memorandum and articles of association allow our shareholders holding shares representing in aggregate no less than one-third of our voting share capital in issue, the right to requisition an extraordinary general meeting of our shareholders, in which case our directors are obliged to call such meeting and to put the resolutions so requisitioned to a vote at such meeting; however, our post-offering amended and restated 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.

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 (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).

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 consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company, and (b) such other authorization, if any, as may be specified in such constituent company's

articles of association. The written plan of merger or consolidation must be filed with the Registrar of Companies together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. 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 or 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 Grand Court can be expected to approve the arrangement if it determines that:

- the statutory provisions as to the required majority vote have been met;
- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Law.

When a takeover offer is made and accepted by holders of 90% of the shares 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 to sue for a wrong done to us as a company and a derivative action may ordinarily not be brought by a minority shareholder. However, based on English authority, 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:

(a) an act which is *ultra vires* the company or illegal, which is therefore incapable of ratification by the shareholders,

(b) an act which constitutes a fraud against the minority where the wrongdoers are themselves in control of the company, or

(c) 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 require us to indemnify our 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 will enter 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 in good faith 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 no less than one-third of all voting power of our share capital in issue 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 all the holders of the issued shares of that class or with the sanction of a resolution passed by a majority of the votes cast at a separate 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. Under 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 December 2014, we issued 274,752 ordinary shares to Big Tooth Corporation in recognition of Mr. Robert Tran's consulting services to us.

In December 2014, we issued 255,033 ordinary shares to Arda to reserve for future grant and exercise of options under the 2010 Plan. See "Management — Share Incentive Plans — 2010 Plan."

In December 2014, we issued 742,320 ordinary shares to BlueFocus International Limited for total consideration of US$12.0 million.

In February 2015, we issued 142,151 ordinary shares to the then shareholders of Buzzinate, as part of the consideration for the acquisition of all shares of Buzzinate.

In July 2015, we issued 2,535,091 ordinary shares to the then shareholders of OptAim, as part of the consideration for the acquisition of all shares of OptAim.

In July 2015, we issued 632,581 ordinary shares to Arda to reserve for future grant and exercise of options under the 2010 Plan. See "Management — Share Incentive Plans — 2010 Plan."

In October 2015, we issued 945,663 ordinary shares to Arda to reserve for future grant and exercise of options under the 2010 Plan. See "Management — Share Incentive Plans — 2010 Plan."

Preferred Shares

In December 2014, we issued 2,493,018 series D convertible redeemable preferred shares to BlueFocus International Limited for total subscription price of US$48.0 million.

In December 2016, we issued 1,068,114 series E convertible redeemable preferred shares to Shenwan Hongyuan Goldspring Fund I for a total subscription price of US$20.0 million.

Each holder of our preferred shares has the right, at such holder's sole discretion, to convert all or any portion of their preferred shares into ordinary shares at any time. The initial conversion price is the original purchase price per share, subject to adjustment for share dividends, subdivision, combinations or consolidation of ordinary shares, certain distributions and anti-dilution adjustments. The preferred shares will be automatically converted into ordinary shares at the then applicable conversion price upon the completion of a qualified initial public offering.

Shareholders Agreement

We entered into a fourth amended and restated shareholders agreement on December 28, 2016 with our shareholders, which consist of holders of our ordinary shares, series A preferred shares, series B preferred shares, series C preferred shares, series D preferred shares and series E preferred shares.

The shareholders agreement provides for certain shareholders rights. Except for the registration rights described below, all the shareholders' rights under the shareholders agreement will automatically terminate upon completion of this offering if it meets the definition of a qualified initial public offering as the term is defined in the shareholders agreement.

Set forth below is a description of the registration rights granted under the agreement.

Demand Registration Rights. Holders of at least 25% of the registrable securities, which include our ordinary shares issued or issuable to certain ordinary shareholders, ordinary shares issued or to be issued upon conversion of our preferred shares, ordinary shares issued as a dividend of our preferred shares, or ordinary shares owned or acquired by purchasers of our preferred shares, may, at any time, request registration of their shares and we will use our reasonable best efforts to cause such shares to be registered. We, however, are not obligated to effect a demand registration if we have already effected three demand registrations. We also have the right to defer the filing of a registration statement for up to forty-five days on any one occasion or for up to a total of ninety days during any twelve month period if our board of directors determines in good faith that the registration at such time would be materially detrimental to us and our shareholders, provided that we may not register any securities for our own account or any other person within such period other than pursuant to a registration statement relating to the sale of securities pursuant to our share incentive plan, relating to a corporate reorganization or other transaction under Rule 145 of the Securities Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the registrable securities, or a registration in which the only ordinary shares being registered are ordinary shares issuable upon conversion of debt securities that are also being registered.

Form F-3 Registration Rights. When we are eligible for registration on Form F-3, upon a written request from any holder of the registrable securities then outstanding, we must promptly file a registration statement on

Form F-3 covering the offer and sale of the registrable securities by the requesting shareholders and other holders of registrable securities who choose to participate in the offering upon notice. We, however, are not obligated to effect more than two such Form F-3 registrations that have been declared and ordered effective within any twelve-month period.

Piggyback Registration Rights. If we propose to file a registration statement for a public offering for our own account or for the account of holder of equity securities, other than pursuant to a registration statement relating to the sale of securities pursuant to our share incentive plan, relating to a corporate reorganization or other transaction under Rule 145 of the Securities Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the registrable securities, or a registration in which the only ordinary shares being registered are ordinary shares issuable upon conversion of debt securities that are also being registered, then we must offer holders of our registrable securities an opportunity to include in this registration all or any part of their registrable securities.

Underwritten Offering. The underwriters of any underwritten offering may in good faith request a reduction in the number of shares offered by reducing the number to be satisfactory to the underwriter in the following order: (i) if the offering is our IPO, exclude from the underwritten offering all of the registrable securities (so long as the only securities included in such offering are those sold for our own account) or (ii) otherwise exclude up to twenty-five percent (25%) of the registrable securities requested to be registered but only after first excluding all other equity securities from the registration and underwritten offering and so long as the number of shares to be included in the registration on behalf of the non-excluded holders is allocated among all holders in proportion, as nearly as practicable, to the respective amounts of registrable securities requested by such holders to be included.

Expenses of Registration. We will pay all expenses incurred in complying with the terms of the registration rights provisions, other than the underwriting discounts and commissions applicable to the sale of registrable securities pursuant to the registration rights provisions (which shall be borne by the holders requesting registration on a pro rata basis in proportion to their respective numbers of registrable securities sold in such registration), provided that expenses for a demand or F-3 registration withdrawn at the request of a majority of holders of registrable securities shall be borne by the withdrawing shareholders unless such withdrawal is due to our action or inaction or an event outside of the reasonable control of such holders.

Termination of Obligations. The registration rights set forth above shall terminate on the later of (i) the date that is five years from the date of closing of a qualified initial public offering and (ii) with respect to any holder, the date on which such holder may sell all of their registrable securities under Rule 144 of the Securities Act in any ninety-day period.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

American Depositary Shares

, as depositary will issue the ADSs which you will be entitled to receive in this offering. Each ADS will represent an ownership interest in a designated number of shares 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 certificated ADRs are 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. Under the deposit agreement, as an ADR holder, you agree that any legal suit, action or proceeding against or involving us or the depositary, arising out of or based upon the deposit agreement, the ADSs or the transactions contemplated thereby, may only be instituted in a state or federal court in New York, New York, and you irrevocably waive any objection which you may have to the laying of venue of any such proceeding and irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

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 a part. 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 (if it determines such conversion may be made on a reasonable basis) and, in all cases, making any necessary deductions provided for in the deposit agreement. The depositary may utilize a division, branch or affiliate of , N.A. to direct, manage and/or execute any public and/or private sale of securities under the deposit agreement. Such division, branch and/or affiliate may charge the depositary a fee in connection with such sales, which fee is considered an expense of the depositary. 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 and/or its agents' 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. 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 timely 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 timely furnish such evidence, the depositary may:

(i) sell such rights if practicable and distribute the net proceeds in the same manner as cash to the ADR holders entitled thereto; or

(ii) if it is not practicable to sell such rights by reason of the non-transferability of the rights, limited markets therefor, their short duration or otherwise, do nothing and allow such rights to lapse, in which case ADR holders will receive nothing and the rights may lapse.

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 in its discretion 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 fails to determine that any distribution or action is lawful or reasonably practicable.

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. All purchases and sales of securities will be handled by the Depositary in accordance with its then current policies.

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 and to the order 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. Delivery of deposited securities in certificated form will be made at the custodian’s office. 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 (which, to the extent applicable, shall be as near as practicable to any corresponding record dates set by us) 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 deposited securities,
- 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 matters

all 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. Subject to the next sentence, as soon as practicable after receipt from us of notice of any meeting at which the holders of shares are entitled to vote, or of our solicitation of consents or proxies from holders of shares, the depositary shall fix the ADS record date in accordance with the provisions of the deposit agreement in respect of such meeting or solicitation of consent or proxy. The depositary shall, if we request in writing in a timely manner (the depositary having no obligation to take any further action if our request shall not have been received by the depositary at least 30 days prior to the date of such vote or meeting) and at our expense and provided no legal prohibitions exist, 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, or, subject to the next sentence, will be deemed to 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. To the extent we have provided the depositary with at least 40 days' notice of a proposed meeting, if voting instructions are not timely received by the depositary from any holder, such holder shall be deemed, and in the deposit agreement the depositary is instructed to deem such holder, to have instructed the depositary to give a discretionary proxy to a person designated by us to vote the shares represented by their ADSs as desired, provided that no such instruction shall be deemed given and no discretionary proxy shall be given (a) if we inform the depositary in writing that (i) we do not wish such proxy to be given, (ii) substantial opposition exists with respect to any agenda item for which the proxy would be given or (iii) the agenda item in question, if approved, would materially or adversely affect the rights of holders of shares and (b) unless, with respect to such meeting, we have provided the depositary with an opinion of our counsel, in form and substance satisfactory to the depositary, to the effect that (a) the granting of such discretionary proxy does not subject the depositary to any reporting obligations in the Cayman Islands, (b) the granting of such proxy will not result in a violation of any applicable law, public rule or

regulation in force in the Cayman Islands, (c) the courts of the Cayman Islands will give effect to the voting arrangement and deemed instruction as contemplated in the proxy under Cayman Islands law and (d) there is nothing under Cayman Islands law which would result in the depositary being deemed to have exercised any discretion when voting in accordance with the terms of the proxy.

Holders are strongly encouraged to forward their voting instructions to the depositary as soon as possible. For instructions to be valid, the ADR department of the depositary that is responsible for proxies and voting must receive them in the manner and on or before the time specified, notwithstanding that such instructions may have been physically received by the depositary prior to such time. 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).

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 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 and/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 ADSs or the deposited securities or a distribution of ADSs), whichever is applicable:

- a fee of US$1.50 per ADR or ADRs for transfers of certificated or direct registration ADRs;
- a fee of up to US$0.05 per ADS for any cash distribution made pursuant to the deposit agreement;
- a fee of up to US$0.05 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);
- a fee for the reimbursement of such fees, charges and expenses as are incurred by the depositary and/or any of its 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 sale of securities (including, without limitation, 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 fees and charges 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 US$0.05 per ADS issuance 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) but which securities or the net cash proceeds from the sale thereof are instead distributed by the depositary to those holders entitled thereto;
- 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, ADRs or deposited securities;
- 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;
- in connection with the conversion of foreign currency into U.S. dollars, shall deduct out of such foreign currency the fees, expenses and other charges charged by it and/or its agent (which may be a division, branch or affiliate) so appointed in connection with such conversion; and
- fees of any division, branch or affiliate of the depositary utilized by the depositary to direct, manage and/or execute any public and/or private sale of securities under the deposit agreement.

and/or its agent may act as principal for such conversion of foreign currency.

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 anticipates to reimburse us for certain expenses we incur that are related to establishment and maintenance of the ADR program upon such terms and conditions as we and the depositary may agree from time to time. The depositary may make available to us a set amount or a portion of the depositary fees charged in respect of the ADR program or otherwise upon such terms and conditions as we and the depositary may agree from time to 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.

The fees and charges you may be required to pay may vary over time and may be changed by us and by the depositary. You will receive prior notice of the increase in any such fees and charges.

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 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 Chinese Enterprise Income Tax owing if the Circular Guoshuifa [2009] No. 82 issued by the Chinese State Administration of Taxation (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 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. 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) in such amounts and in such manner as the depositary deems necessary and practicable to pay such taxes and distribute any remaining net proceeds or the balance of any such property after deduction of such taxes 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 officers, 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, reduced rate of withholding at source or other tax benefit obtained.

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, (ii) any distributions of shares or

other property 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, and shall if reasonably requested by us:

(1) amend the form of ADR;

(2) distribute additional or amended ADRs;

(3) distribute cash, securities or other property it has received in connection with such actions;

(4) sell any securities or property received and distribute the proceeds as cash; or

(5) 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, SWIFT, 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 identify to 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 60 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 120th day after our notice of removal was first provided to the depositary. After the date so fixed for termination, (a) all direct registration ADRs shall cease to be eligible for the direct registration system and shall be considered ADRs issued on the ADR register maintained by the depositary and (b) the depositary shall use its reasonable efforts to ensure that the ADSs cease to be DTC eligible so that neither DTC nor any of its nominees shall thereafter be a registered holder of ADRs. At such time as the ADSs cease to be DTC eligible and/or neither DTC nor any of its nominees is a registered holder of ADRs, the depositary shall (a) instruct its custodian to deliver all shares to us along with a general stock power that refers to the names set forth on the ADR register maintained by the depositary and (b) provide us with a copy of the ADR register maintained by the depositary. Upon receipt of such shares and the ADR register maintained by the

depositary, we have agreed to use our best efforts to issue to each registered holder a Share certificate representing the Shares represented by the ADSs reflected on the ADR register maintained by the depositary in such registered holder's name and to deliver such Share certificate to the registered holder at the address set forth on the ADR register maintained by the depositary. After providing such instruction to the custodian and delivering a copy of the ADR register to us, the depositary and its agents will perform no further acts under the deposit agreement or the ADRs and shall cease to have any obligations under the deposit agreement and/or the ADRs.

Limitations on Obligations and Liability to ADR 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 in the case of the production of proofs as described below, 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 withdraw 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, provided, however, that no disclaimer of liability under the Securities Act of 1933 is intended by any of the limitations of liabilities provisions of the deposit agreement. In the deposit agreement it provides that 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 jurisdiction, 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, nationalization, expropriation, currency restrictions, work stoppage, strike, civil unrest, revolutions, rebellions, explosions, computer failure or circumstance beyond our, the depositary's or our respective agents' direct and immediate 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 ADRs including, without limitation, any failure to determine that any distribution or action may be lawful or reasonably practicable;
- it performs its obligations under the deposit agreement and ADRs without gross negligence or willful misconduct;
- 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, presented or given 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, or the insolvency of, any securities depository, clearing agency or settlement system. 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 . Notwithstanding anything to the contrary contained in the deposit agreement or any ADRs, the depositary shall not be responsible for, and shall incur no liability in connection with or arising from, any act or omission to act on the part of the custodian except to the extent that the custodian has (i) committed fraud or willful misconduct in the provision of custodial services to the depositary or (ii) failed to use reasonable care in the provision of custodial services to the depositary as determined in accordance with the standards prevailing in the jurisdiction in which the custodian is located. 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. The depositary shall not have any liability for the price received in connection with any sale of securities, the timing thereof or any delay in action or omission to act nor shall it be responsible for any error or delay in action, omission to act, default or negligence on the part of the party so retained in connection with any such sale or proposed sale.

The depositary has no obligation to inform ADR holders or other holders of an interest in any ADSs about the requirements of Cayman Islands or the People’s Republic of China law, rules or regulations or any changes therein or thereto.

Additionally, none of us, the depositary or the custodian shall be liable for the failure by any ADR holder 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, except for any failure arising directly out of the gross negligence or willful misconduct of the depositary or the custodian or their respective directors, officers, affiliates or agents acting in their capacities as such. Neither we nor the depositary shall incur any liability for any tax consequences that may be incurred by ADR holders or beneficial owners therein 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. The depositary may rely upon instructions from us or our counsel in respect of any approval or license required for any currency conversion, transfer or distribution. The depositary shall not incur any liability for the content of any information submitted to it by us or on our behalf for distribution to ADR holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the deposited securities, for the validity or worth of the deposited securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the deposit agreement or for the failure or timeliness of any notice from us. The depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the depositary or in connection with any matter arising wholly after the removal or resignation of the depositary. Neither the depositary nor any of its agents shall be liable to registered holders or beneficial owners of interests in ADSs for any indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) or lost profits, in each case 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 us 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 and its agents 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 at any time or from time to time, when deemed expedient by the depositary or, in the case of the issuance book portion of the ADR register, when reasonably requested by us solely in order to enable us to comply with applicable law.

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 (a "pre-release"). The depositary may receive ADSs in lieu of shares under (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 (a) 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, (b) agrees to indicate the depositary as owner of such shares or ADSs in its records and to hold such shares in trust for the depositary until such shares are delivered to the depositary or the custodian, (c) unconditionally guarantees to deliver to the depositary or the custodian, as applicable, such shares or ADSs, (d) agrees that the applicant or its customer that owns the shares or ADSs to be delivered by the applicant will cause tax to be withheld on the dividends at the same rate as if such shares or ADSs were held by the depositary and to be paid to the relevant tax authority, and (e) 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 (5) 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 (30%) of the ADSs outstanding (without giving effect to ADSs outstanding as a result of a pre-release), 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 ADR holders (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 and Jurisdiction

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, (i) the depositary may, in its sole discretion, elect to institute any action, controversy, claim or dispute directly or indirectly based on, arising out of or relating to the deposit agreement or the ADRs or the transactions contemplated thereby, including without limitation any question regarding its or their existence, validity, interpretation, performance or termination, against any other party or parties to the deposit agreement (including, without limitation, against ADR holders and owners of interests in ADSs), by having the matter referred to and finally resolved by an arbitration conducted under the terms described below, and (ii) the depositary may in its sole discretion require that any action, controversy, claim, dispute, legal suit or proceeding brought against the depositary by any party or parties to the deposit agreement (including, without limitation, by ADR holders and owners of interests in ADSs) shall be referred to and finally settled by an arbitration conducted under the terms described below; provided however, to the extent there are specific federal securities law violation aspects to any claims against us and/or the depositary brought by any registered holder of ADRs, the federal securities law violation aspects of such claims brought by a registered holder of ADRs against us and/or the depositary may, at

the option of such registered holder of ADRs, remain in state or federal court in New York, New York and all other aspects, claims, disputes, legal suits, actions and/or proceedings brought by such ADR holders against us and/or the depositary, including those brought along with, or in addition to, federal securities law violation claims, would be referred to arbitration in accordance with the provisions of the deposit agreement. Any such arbitration shall be conducted in the English language 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).

By holding an ADS or an interest therein, registered holders of ADRs and owners of ADSs each irrevocably agree that any legal suit, action or proceeding against or involving us or the depositary, arising out of or based upon the deposit agreement, the ADSs or the transactions contemplated thereby, may only be instituted in a state or federal court in New York, New York, and each irrevocably waives any objection which it may have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this offering, we will have ADSs outstanding, representing approximately % of our outstanding ordinary shares. All of the ADSs sold in this offering will be freely transferable by persons other than our "affiliates" without restriction or further registration under the Securities Act. Sales of substantial amounts of our ADSs in the public market could adversely affect prevailing market prices of our ADSs. Prior to this offering, there has been no public market for our ordinary shares or the ADSs, and while application has been made for the ADSs to be listed on the [NYSE][NASDAQ], we cannot assure you that a regular trading market will develop in the ADSs. We do not expect that a trading market will develop for our ordinary shares not represented by the ADSs.

Lock-Up Agreements

We have agreed that we will not offer, sell, contract to sell, pledge, grant any option, right or warrant to purchase, sell any option or contract to purchase, purchase any option or contract to sell, lend, make any short sale or otherwise transfer or dispose of (including entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequence of ownership interests), directly or indirectly, any of our ADSs or ordinary shares or any securities that are convertible into or exchangeable for, or that represent the right to receive, our ADSs or ordinary shares or any substantially similar securities, without the prior written consent of the representatives on behalf of the underwriters for a period ending 180 days after the date of this prospectus, except issuances pursuant to the exercise of employee share options outstanding on the date hereof and certain other exceptions.

Each of our directors, executive officers [and existing shareholders] has agreed, subject to some exceptions, not to sell, transfer or dispose of, directly or indirectly, any of our ordinary shares, in the form of ADSs or otherwise, or any securities convertible into or exchangeable or exercisable for our ordinary shares, in the form of ADSs or otherwise, for a period of 180 days after the date this prospectus becomes effective. After the expiration of the 180-day period, the ordinary shares or ADSs held by our directors, executive officers or our existing shareholders may be sold subject to the restrictions under Rule 144 under the Securities Act or by means of registered public offerings.

[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 in the future. 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 outstanding prior to this offering, other than those issued pursuant to Regulation S are "restricted shares" as that term is defined in Rule 144 under the Securities Act and may be sold publicly in the United States only if they are subject to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirements. Under Rule 144 as currently in effect, a person who has beneficially owned our restricted shares for at least six months is generally entitled to sell the restricted securities without registration under the Securities Act beginning 90 days after the date of this prospectus, subject to certain additional restrictions.

Our affiliates may sell within any three-month period a number of restricted shares that does not exceed the greater of:

- 1% of the then outstanding ordinary shares, in the form of ADSs or otherwise, which will equal approximately ordinary shares immediately after this offering; or
- the average weekly trading volume of our ordinary shares in the form of ADSs or otherwise, on the [NYSE][NASDAQ], during the four calendar weeks preceding the date on which notice of the sale is filed with the SEC.

Affiliates who sell restricted securities under Rule 144 may not solicit orders or arrange for the solicitation of orders, and they are also subject to notice requirements and the availability of current public information about us.

Persons who are not our affiliates are only subject to one of these additional restrictions, the requirement of the availability of current public information about us, and this additional restriction does not apply if they have beneficially owned our restricted shares for more than one year.

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 or option plan or other written agreement relating to compensation is eligible to resell such ordinary shares 90 days after we became a reporting company under the Exchange Act in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144.

Registration Rights

Upon completion of this offering, holders of our registrable securities will be entitled to request that we register their shares under the Securities Act, following the expiration of the lock-up agreements described above. See “Description of Share Capital — Shareholders Agreement.”

TAXATION

The following summary of the material 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 discuss 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 United States.

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 or our shareholders or ADS holders levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within the jurisdiction of the Cayman Islands. 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 "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, productions, personnel, accounts and properties of an enterprise. In April 2009, the State Administration of Taxation issued a circular, known as Circular 82, which provides certain specific criteria for determining whether the "de facto management body" of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular applies only 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 State Administration of Taxation's general position on how the term "de facto management body" 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 iClick Interactive Asia Group Limited is not a PRC resident enterprise for PRC tax purposes. iClick Interactive Asia Group Limited is not controlled by a PRC enterprise or PRC enterprise group and we do not believe that iClick Interactive Asia Group Limited meets all of the conditions above. iClick Interactive Asia Group 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. 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 iClick Interactive Asia Group Limited is a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a tax at the rate of 10% (or other preferential rates in the applicable tax treaty) 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. Furthermore, if we are deemed a PRC resident enterprise, dividends paid to our non-PRC individual shareholders (including our ADS holders) and any gain realized on the transfer of ADSs or ordinary shares by such shareholders may be subject to PRC tax at a rate of 20% (which in the case of dividends would be withheld at source) unless a reduced rate is available under an applicable tax treaty. It is also unclear whether non-PRC shareholders of iClick Interactive Asia Group 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 iClick Interactive Asia Group Limited is treated as a PRC resident enterprise.

In January 2009, the State Administration of Taxation promulgated the Provisional Measures for the Administration of Withholding of Enterprise Income Tax for Non-resident Enterprises, pursuant to which the entities that have the direct obligation to make certain payments to a non-resident enterprise should act as withholding agents for the non-resident enterprise, and such payments include: income from equity investments (including dividends and other return on investment), interest, rents, royalties and income from assignment of property as well as other incomes subject to enterprise income tax received by non-resident enterprises in China. Further, the measures provide 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 must, by itself or engage an agent to, file tax declaration with the PRC tax authority located at place of the PRC company whose equity has been transferred, and the PRC company whose equity has been transferred should assist the tax authorities to collect taxes from the relevant non-resident enterprise.

United States Federal Income Tax Considerations

The following is a summary of material U.S. federal income tax considerations that are likely to be relevant to the purchase, ownership and disposition of our ordinary shares or ADSs by a U.S. Holder (as defined below).

This summary is based on provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations, rulings and judicial interpretations thereof, in force as of the date hereof. Those authorities may be changed at any time, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those summarized below.

This summary is not a comprehensive discussion of all of the tax considerations that may be relevant to a particular investor’s decision to purchase, hold, or dispose of ordinary shares or ADSs. In particular, this summary is directed only to U.S. Holders that hold ordinary shares or ADSs as capital assets and does not address all of the tax consequences to U.S. Holders who may be subject to special tax rules, such as banks, brokers or dealers in securities or currencies, traders in securities electing to mark to market, financial institutions, life insurance companies, tax exempt entities, partnerships (including any entities treated as partnerships for U.S. tax purposes) and the partners therein, holders that own or are treated as owning 10% or more of our voting ordinary shares, persons holding ordinary shares or ADSs as part of a hedging or conversion transaction or a straddle, or persons whose functional currency is not the U.S. dollar. Moreover, this summary does not address state, local or non-U.S. taxes, the U.S. federal estate and gift taxes, or the Medicare contribution tax applicable to net investment income of certain non-corporate U.S. Holders, or alternative minimum tax consequences of acquiring, holding or disposing of ordinary shares or ADSs.

For purposes of this summary, a “U.S. Holder” is a beneficial owner of ordinary shares or ADSs that is a citizen or resident of the United States or a U.S. domestic corporation or that otherwise is subject to U.S. federal income taxation on a net income basis in respect of such ordinary shares or ADSs.

You should consult your own tax advisors about the consequences of the acquisition, ownership and disposition of the ordinary shares or ADSs, including the relevance to your particular situation of the considerations discussed below and any consequences arising under non-U.S., state, local or other tax laws.

ADSs

In general, if you are a U.S. Holder of ADSs, you will be treated, for U.S. federal income tax purposes, as the beneficial owner of the underlying ordinary shares that are represented by those ADSs.

The U.S. Treasury has expressed concerns that parties to whom ADSs are released before the underlying shares are delivered to the depositary ("pre-release"), or intermediaries in the chain of ownership between holders of ADSs and the issuer of the security underlying the ADSs, may be taking actions that are inconsistent with the claiming of foreign tax credits by holders of ADSs. These actions would also be inconsistent with the claiming of the reduced rate of tax, described below, applicable to dividends received by certain non-corporate holders. Accordingly, the creditability of PRC taxes, and the availability of the reduced tax rate for dividends received by certain non-corporate U.S. Holders, each described below, could be affected by actions taken by such parties or intermediaries.

Taxation of Dividends

Subject to the discussion below under "Passive Foreign Investment Company Rules," the gross amount of any distribution of cash or property with respect to our ordinary shares or ADSs that is paid out of our current or accumulated earnings and profits (as determined for United States federal income tax purposes) will generally be includible in your taxable income as ordinary dividend income on the day on which you receive the dividend, in the case of ordinary shares, or the date the depositary receives the dividends, in the case of ADSs, and will not be eligible for the dividends-received deduction allowed to U.S. corporations under the Code.

We do not expect to maintain calculations of our earnings and profits in accordance with U.S. federal income tax principles. U.S. Holders therefore should expect that distributions generally will be treated as dividends for U.S. federal income tax purposes.

Dividends paid in a currency other than U.S. dollars generally will be includible in your income in a U.S. dollar amount calculated by reference to the exchange rate in effect on the day you receive the dividends, in the case of ordinary shares, or the date the depositary receives the dividends, in the case of ordinary shares represented by ADSs. U.S. Holders should consult their own tax advisors regarding the treatment of foreign currency gain or loss, if any, on any foreign currency received that is converted into U.S. dollars after it is received.

Subject to certain exceptions for short-term positions, the U.S. dollar amount of dividends received by an individual with respect to the ordinary shares or ADSs will be subject to taxation at a preferential rate if the dividends are "qualified dividends." Dividends paid on the ordinary shares or ADSs will be treated as qualified dividends if:

- the ordinary shares or ADSs are readily tradable on an established securities market in the United States or we are eligible for the benefits of a comprehensive tax treaty with the United States that the U.S. Treasury determines is satisfactory for purposes of this provision and that includes an exchange of information program; and
- we were not, in the year prior to the year in which the dividend was paid, and are not, in the year in which the dividend is paid, a PFIC.

The ADSs will be listed on the [NASDAQ Select Market /New York Stock Exchange], and will qualify as readily tradable on an established securities market in the United States so long as they are so listed.] [Based on our audited financial statements, we believe that we were not treated as a PFIC for U.S. federal income tax purposes with respect to our 2016 taxable year. In addition, based on our audited financial statements and our current expectations regarding the value and nature of our assets, the sources and nature of our income, and our anticipated market capitalization following this offering, we do not anticipate becoming a PFIC for our current

taxable year or in the foreseeable future, as discussed under “Passive Foreign Investment Company Rules”. Holders should consult their own tax advisors regarding the availability of the reduced dividend tax rate in light of their own particular circumstances.

Because the ordinary shares are not themselves listed on a U.S. exchange, dividends received with respect to the ordinary shares that are not represented by ADSs may not be treated as qualified dividends. U.S. Holders of ordinary shares or ADSs should consult their own tax advisors regarding the potential availability of the reduced dividend tax rate on shares in the light of their own particular circumstances.

In the event that we are deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law (see “Taxation — People’s Republic of China Taxation”), a U.S. Holder may be subject to PRC withholding taxes on dividends paid on our ADSs or ordinary shares. In that case, we may, however, be eligible for the benefits of the Agreement Between the Government of the United States of America and the Government of the People’s Republic of China for the Avoidance of Double Taxation and the Prevention of Tax Evasion with Respect to Taxes on Income (the “Treaty”). If we are eligible for such benefits, dividends we pay on our ordinary shares, regardless of whether such shares are represented by the ADSs, would be eligible for the reduced rates of taxation described above. Dividend distributions with respect to our ordinary shares or ADSs generally will be treated as “passive category” income from sources outside the United States for purposes of determining a U.S. Holder’s U.S. foreign tax credit limitation. Subject to the limitations and conditions provided in the Code and the applicable U.S. Treasury Regulations, a U.S. Holder may be able to claim a foreign tax credit against its U.S. federal income tax liability in respect of any PRC income taxes withheld at the appropriate rate applicable to the U.S. Holder from a dividend paid to such U.S. Holder. Alternatively, the U.S. Holder may deduct such PRC income taxes from its U.S. federal taxable income, provided that the U.S. Holder elects to deduct rather than credit all foreign income taxes for the relevant taxable year. The rules with respect to foreign tax credits are complex and involve the application of rules that depend on a U.S. Holder’s particular circumstances. Accordingly, U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit or the deductibility of foreign taxes under their particular circumstances.

U.S. Holders that receive distributions of additional ADSs or ordinary shares or rights to subscribe for ADSs or ordinary shares as part of a pro rata distribution to all our shareholders generally will not be subject to U.S. federal income tax in respect of the distributions.

Taxation of Dispositions of ADSs or Ordinary Shares

Subject to the discussion above under “Passive Foreign Investment Company Rules,” if a U.S. Holder realizes gain or loss on the sale, exchange or other disposition of ADSs or ordinary shares, that gain or loss will be capital gain or loss and generally will be long-term capital gain or loss if the ADS or ordinary shares have been held for more than one year. Long-term capital gain realized by a U.S. Holder that is an individual generally is subject to taxation at a preferential rate. The deductibility of capital losses is subject to limitations.

Gain, if any, realized by a U.S. Holder on the sale or other disposition of the ADSs or ordinary shares generally will be treated as U.S. source income for U.S. foreign tax credit purposes. Consequently, if a PRC withholding tax is imposed on the sale or disposition of the shares, a U.S. Holder that does not receive significant foreign source income from other sources may not be able to derive effective U.S. foreign tax credit benefits in respect of such PRC taxes. However, in the event that gain from the disposition of the ADSs or ordinary shares is subject to tax in the PRC, we may be eligible for the benefits of the Treaty, in which case, such gain may be treated as PRC source gain under Treaty. U.S. Holders should consult their own tax advisors regarding the application of the foreign tax credit rules to their investment in, and disposition of, the ADSs or ordinary shares.

Deposits and withdrawals of ordinary shares by U.S. Holders in exchange for ADSs will not result in the realization of gain or loss for U.S. federal income tax purposes.

Passive Foreign Investment Company Rules.

Special U.S. tax rules apply to companies that are considered to be PFICs. We will be classified as a PFIC in a particular taxable year if either

- 75 percent or more of our gross income for the taxable year is passive income; or
- the average percentage of the value of our assets (including assets of subsidiaries in which we own at least 25 percent of the stock) that produce or are held for the production of passive income is at least 50 percent. Although the law in this regard is not entirely clear, we treat our consolidated variable interest entities as being owned by us for U.S. federal income tax purposes because we control their management decisions and are entitled to substantially all of the economic benefits associated with these entities.

We expect to derive sufficient active revenues and to have sufficient active assets, so that we will not be classified as a PFIC for the current taxable year or in the foreseeable future. However, because the PFIC tests must be applied each year, and the composition of our income and assets and value of our assets (which may be determined by reference to the market value of our ADSs) may change, and because the treatment of our VIE for U.S. federal income tax purposes is not entirely clear, it is possible that we may become a PFIC in the current or a future year. In the event that, contrary to our expectation, we are classified as a PFIC in any year and a U.S. Holder does not make a [mark-to-market election,] as described in the following paragraph, the holder will be subject to a special tax at ordinary income tax rates on "excess distributions," including certain distributions by us and gain that the holder recognizes on the sale of our ordinary shares or ADSs. The amount of income tax on any excess distributions will be increased by an interest charge to compensate for tax deferral, calculated as if the excess distributions were earned ratably over the period that the U.S. Holder holds its ordinary shares or ADSs. Classification as a PFIC may also have other adverse tax consequences, including, in the case of individuals, the denial of a step-up in the basis of his or her ordinary shares or ADSs at death.

A U.S. Holder can avoid the unfavorable rules described in the preceding paragraph by electing to mark its ordinary shares or ADSs to market. If the U.S. Holder makes this mark-to-market election, the holder will be required in any year in which we are a PFIC to include as ordinary income the excess of the fair market value of the shares at year-end over the holder's basis in those shares. In addition, any gain the U.S. Holder recognizes upon the sale of the holder's ADSs or ordinary shares will be taxed as ordinary income in the year of sale.

A U.S. Holder that owns an equity interest in a PFIC must annually file IRS Form 8621. A failure to file one or more of these forms as required may toll the running of the statute of limitations in respect of each of the U.S. Holder's taxable years for which such form is required to be filed. As a result, the taxable years with respect to which the U.S. Holder fails to file the form may remain open to assessment by the IRS indefinitely, until the form is filed.

U.S. Holders should consult their own tax advisors regarding the U.S. federal income tax considerations discussed above and the desirability of making a mark-to-market election.

Foreign Financial Asset Reporting

Certain U.S. Holders who are individuals that own "specified foreign financial assets" with an aggregate value in excess of US$50,000 are generally required to file an information statement along with their tax returns, currently on Form 8938, with respect to such assets. "Specified foreign financial assets" include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer (which would include the ordinary shares) that are not held in accounts maintained by financial institutions. Higher reporting thresholds apply to certain individuals living abroad and to certain married individuals. Regulations extend this reporting requirement to certain entities that are treated as formed or availed of to hold direct or indirect interests in specified foreign financial assets based on certain objective criteria. U.S. Holders that fail to report the required information could be subject to substantial penalties. Prospective investors should consult their own tax advisors concerning the application of these rules to their investment in the ADSs, including the application of the rules to their particular circumstances.

Backup Withholding and Information Reporting

Dividends paid on, and proceeds from the sale or other disposition of, the ADSs or ordinary shares to a U.S. Holder generally may be subject to the information reporting requirements of the Code and may be subject to backup withholding unless the U.S. Holder provides an accurate taxpayer identification number and makes any other required certification or otherwise establishes an exemption. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a refund or credit against the U.S. Holder's U.S. federal income tax liability, provided the required information is furnished to the U.S. Internal Revenue Service in a timely manner.

A holder that is a foreign corporation or a non-resident alien individual may be required to comply with certification and identification procedures in order to establish its exemption from information reporting and backup withholding.

UNDERWRITING

Under the terms and subject to the conditions contained in an underwriting agreement dated , we have agreed to sell to the underwriters named below, for whom Credit Suisse Securities (USA) LLC and Jefferies LLC are acting as representatives, the following respective numbers of shares of ADSs:

Underwriter	Number of ADSs
Credit Suisse Securities (USA) LLC	
Jefferies LLC	
Total	

The underwriting agreement provides that the underwriters are obligated to purchase all ADSs in the offering if any are purchased, other than those ADSs covered by the over-allotment option described below. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may be increased or the offering may be terminated.

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.

We have granted to the underwriters a 30-day option to purchase on a pro rata basis up to additional ADSs from us at the initial public offering price less the underwriting discounts and commissions. The option may be exercised only to cover any over-allotments of ADSs.

The underwriters propose to offer ADSs initially at the public offering price on the cover page of this prospectus and to selling group members at that price less a selling concession of US$ per ADS. The underwriters and selling group members may allow a discount of US$ per ADS on sales to other broker/dealers. After the initial public offering the underwriters may change the public offering price and concession and discount to broker/dealers.

The following table summarizes the compensation and estimated expenses we and the selling stockholders will pay:

	Per ADS		Total	
	Without Over-allotment	With Over-allotment	Without Over-allotment	With Over-allotment
Underwriting Discounts and Commissions paid by us	US$	US$	US$	US$
Expenses payable by us	US$	US$	US$	US$

[We have agreed that we will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the Securities and Exchange Commission a registration statement under the Securities Act relating to, any ADSs, our ordinary shares or securities convertible into or exchangeable or exercisable for any ADSs or our ordinary shares, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, without the prior written consent of Credit Suisse Securities (USA) LLC and Jefferies LLC for a period of [180] days after the date of this prospectus, except issuances pursuant to the exercise of employee stock options outstanding on the date hereof.]

[Our officers, directors, [major shareholders and option holders] have agreed that they will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any ADSs, our ordinary shares or securities convertible into or exchangeable or exercisable for any ADSs or our ordinary shares, enter into a transaction that

would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of ADSs or our ordinary shares, whether any of these transactions are to be settled by delivery of ADSs or our ordinary shares or other securities, in cash or otherwise, or publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of Credit Suisse Securities (USA) LLC and Jefferies LLC for a period of [180] days after the date of this prospectus.]

[The underwriters have reserved for sale at the initial public offering price up to ADSs for employees, directors and other persons associated with us who have expressed an interest in purchasing ADSs in the offering. If purchased by these persons, these shares will be subject to a 180-day lock-up restriction. The number of ADSs available for sale to the general public in the offering will be reduced to the extent of these persons' purchase. Any reserved ADSs not so purchased will be offered by the underwriters to the general public on the same terms as the other shares.]

We have applied to list our ADSs on [the NYSE/the NASDAQ Global Market].

[In connection with the listing of ADSs on the NYSE/ the NASDAQ Global Market, the underwriters will undertake to sell round lots of 100 shares or more to a minimum of beneficial owners.]

Prior to this offering, there has been no public market for the ADSs. The initial public offering price was determined by negotiations among us and the representatives and will not necessarily reflect the market price of the ADSs following this offering. The principal factors that were considered in determining the initial public offering price included:

- the information presented in this prospectus and otherwise available to the underwriters;
- the history of, and prospects for, the industry in which we will compete;
- the ability of our management;
- the prospects for our future earnings;
- the present state of our development, results of operations and our current financial condition;
- the general condition of the securities markets at the time of this offering; and
- the recent market prices of, and the demand for, publicly traded common stock of generally comparable companies.

We cannot assure you that the initial public offering price will correspond to the price at which the ADSs will trade in the public market subsequent to this offering or that an active trading market for the ADSs will develop and continue after this offering.

In connection with the offering the underwriters may engage in stabilizing transactions, over-allotment transactions, syndicate covering transactions, penalty bids [and passive market making] in accordance with Regulation M under the Securities Exchange Act of 1934 (the "Exchange Act").

- Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.
- Over-allotment involves sales by the underwriters of ADSs in excess of the number of ADSs the underwriters are obligated to purchase, which creates a syndicate short position. [The short position may be either a covered short position or a naked short position. In a covered short position, the number of ADSs over-allotted by the underwriters is not greater than the number of ADSs that they may purchase in the over-allotment option. In a naked short position, the number of ADSs involved is greater than the number of ADSs in the over-allotment option. The underwriters may close out any covered short position by either exercising their over-allotment option and/or purchasing ADSs in the open market.]

- Syndicate covering transactions involve purchases of ADSs in the open market after the distribution has been completed in order to cover syndicate short positions. [In determining the source of ADSs to close out the 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 over-allotment option. If the underwriters sell more ADSs than could be covered by the over-allotment option, a naked short position, the position can only be closed out by buying ADSs in the open market. A naked short position is more likely to be created if the underwriters are concerned that there could be downward pressure on the price of the ADSs in the open market after pricing that could adversely affect investors who purchase in the offering.]
- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the common stock originally sold by the syndicate member is purchased in a stabilizing or syndicate covering transaction to cover syndicate short positions.
- [In passive market making, market makers in the ADSs who are underwriters or prospective underwriters may, subject to limitations, make bids for or purchases of our ADSs until the time, if any, at which a stabilizing bid is made.]

These stabilizing transactions, syndicate covering transactions and penalty bids 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 the ADSs. As a result the price of our ADSs may be higher than the price that might otherwise exist in the open market. These transactions may be effected on [the NYSE/NASDAQ Global Market] or otherwise and, if commenced, may be discontinued at any time.

A prospectus in electronic format may be made available on the web sites maintained by one or more of the underwriters, or selling group members, if any, participating in this offering and one or more of the underwriters participating in this offering may distribute prospectuses electronically. The representatives may agree to allocate a number of ADSs to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make internet distributions on the same basis as other allocations.

The underwriters and their respective affiliates are full-service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

In addition, in the ordinary course of their business activities, the underwriters and their 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. These investments and securities activities may involve securities and/or instruments of ours or our affiliates. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Selling Restrictions

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission (“ASIC”), in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the

Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act. Any offer in Australia of the ADSs may only be made to persons (the "Exempt Investors") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the ADSs without disclosure to investors under Chapter 6D of the Corporations Act. The ADSs applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring ADSs must observe such Australian on-sale restrictions. This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any ADSs recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Canada

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 ADSs.

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.

Conflicts of Interest

Canadian purchasers are hereby notified that the underwriters are 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.

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.

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.

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.

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 Center

This document relates to an exempt offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority. This document is intended for distribution only to persons of a type specified in those rules. It must not be delivered to, or relied on by, any other person. The Dubai Financial Services Authority has no responsibility for reviewing or verifying any documents in connection with exempt offers. The Dubai Financial Services Authority has not approved this document nor taken steps to verify the information set out in it, and has no responsibility for it. The ADSs which are the subject of the offering contemplated by this document 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 advisor.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), each underwriter represents and agrees that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State, it has not made and will not make an offer of ADSs which are the subject of the offering contemplated by this prospectus to the public in that Relevant Member State other than:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of ADSs shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer to the public" in relation to any ADSs in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the ADSs to be offered so as to enable an investor to decide to purchase or subscribe the ADSs, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, 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.

France

Neither this prospectus nor any other offering material relating to the ADSs described in this prospectus has been submitted to the clearance procedures of the Autorité des Marchés Financiers or of the competent authority of another member state of the European Economic Area and notified to the Autorité des Marchés Financiers. The ADSs have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France. Neither this prospectus nor any other offering material relating to the ADSs has been or will be:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 100 or, if the relevant member state has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by us for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive,
- released, issued, distributed or caused to be released, issued or distributed to the public in France; or
- used in connection with any offer for subscription or sale of the ADSs to the public in France.

Such offers, sales and distributions will be made in France only:

- to qualified investors (*investisseurs qualifiés)* and/or to a restricted circle of investors (*cercle restreint d'investisseurs*), in each case investing for their own account, all as defined in, and in accordance with articles L.411-2, D.411-1, D.411-2, D.734-1, D.744-1, D.754-1 and D.764-1 of the French Code monétaire et financier;
- to investment services providers authorized to engage in portfolio management on behalf of third parties; or
- in a transaction that, in accordance with article L.411-2-II-1°-or-2°-or 3° of the French Code monétaire et financier and article 211-2 of the General Regulations (*Règlement Général*) of the Autorité des Marchés Financiers, does not constitute a public offer (*appel public à l'épargne*).

The ADSs may be resold directly or indirectly, only in compliance with articles L.411-1, L.411-2, L.412-1 and L.621-8 through L.621-8-3 of the French Code monétaire et financier.

Germany

This prospectus does not constitute a Prospectus Directive-compliant prospectus in accordance with the German Securities Prospectus Act (Wertpapierprospektgesetz) and does therefore not allow any public offering in the Federal Republic of Germany ("Germany") or any other Relevant Member State pursuant to § 17 and § 18 of the German Securities Prospectus Act. No action has been or will be taken in Germany that would permit a public offering of the ADSs, or distribution of a prospectus or any other offering material relating to the ADSs. In particular, no securities prospectus (Wertpapierprospekt) within the meaning of the German Securities

Prospectus Act or any other applicable laws of Germany, has been or will be published within Germany, nor has this prospectus been filed with or approved by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) for publication within Germany.

Each underwriter will represent, agree and undertake, (i) that it has not offered, sold or delivered and will not offer, sell or deliver the ADSs within Germany other than in accordance with the German Securities Prospectus Act (Wertpapierprospektgesetz) and any other applicable laws in Germany governing the issue, sale and offering of ADSs, and (ii) that it will distribute in Germany any offering material relating to the ADSs only under circumstances that will result in compliance with the applicable rules and regulations of Germany.

This prospectus is strictly for use of the person who has received it. It may not be forwarded to other persons or published in Germany.

Hong Kong

The ADSs may not be offered or sold in Hong Kong by means of any document other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap.571) of Hong Kong and any rules made under that Ordinance, or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap.32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the ADSs may be issued or may be in the possession of any person for the purpose of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to ADSs which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Israel

This prospectus does not constitute a prospectus under the Israeli Securities Law, 5728-1968, and has not been filed with or approved by the Israel Securities Authority. In Israel, this prospectus is being distributed only to, and is directed only at, investors listed in the first addendum, or the Addendum, to the Israeli Securities Law, consisting primarily of joint investment in trust funds, provident funds, insurance companies, banks, portfolio managers, investment advisors, members of the Tel Aviv Stock Exchange, underwriters purchasing for their own account, venture capital funds, entities with equity in excess of NIS 50 million and qualified individuals, each as defined in the Addendum (as it may be amended from time to time), collectively referred to as qualified investors. Qualified investors may be required to submit written confirmation that they meet the criteria for one of the categories of investors set forth in the prospectus.

Italy

The offering of ADSs has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("CONSOB") pursuant to Italian securities legislation and, accordingly, no ADSs may be offered, sold or delivered, nor copies of this prospectus or any other documents relating to the ADSs may not be distributed in Italy except:

- to "qualified investors", as referred to in Article 100 of Legislative Decree No. 58 of February 24, 1998, as amended (the "Decree No. 58") and defined in Article 26, paragraph 1, letter d) of CONSOB Regulation No. 16190 of October 29, 2007, as amended ("Regulation No. 16190") pursuant to Article 34-ter, paragraph 1, letter. b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("Regulation No. 11971"); or
- in any other circumstances where an express exemption from compliance with the offer restrictions applies, as provided under Decree No. 58 or Regulation No. 11971.

Any offer, sale or delivery of the ADSs or distribution of copies of this prospectus or any other documents relating to the ADSs in the Republic of Italy must be:

- made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of September 1, 1993, as amended (the "Banking Law"), Decree No. 58 and Regulation No. 16190 and any other applicable laws and regulations;
- in compliance with Article 129 of the Banking Law, and the implementing guidelines of the Bank of Italy, as amended; and
- in compliance with any other applicable notification requirement or limitation which may be imposed, from time to time, by CONSOB or the Bank of Italy or other competent authority.

Please note that, in accordance with Article 100-bis of Decree No. 58, where no exemption from the rules on public offerings applies, the subsequent distribution of the ADSs on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under Decree No. 58 and Regulation No. 11971.

Furthermore, ADSs which are initially offered and placed in Italy or abroad to qualified investors only but in the following year are regularly ("sistematicamente") distributed on the secondary market in Italy to non-qualified investors become subject to the public offer and the prospectus requirement rules provided under Decree No. 58 and Regulation No. 11971. Failure to comply with such rules may result in the sale of the ADSs being declared null and void and in the liability of the intermediary transferring the ADSs for any damages suffered by such non-qualified investors.

Japan

The ADSs have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and accordingly, will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except in compliance with all applicable laws, regulations and ministerial guidelines promulgated by relevant Japanese governmental or regulatory authorities in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

PRC

This prospectus has not been and will not be circulated or distributed in the PRC, and the ADSs may not be offered or sold, and will not be offered or sold, directly or indirectly, to any resident of the PRC or to persons for re-offering or resale, directly or indirectly, to any resident of the PRC except pursuant to applicable laws and regulations of the PRC. For the purpose of this paragraph, the PRC does not include Taiwan and the Special Administrative Regions of Hong Kong and Macao.

Qatar

The ADSs have not been and will not be offered, sold or delivered at any time, directly or indirectly, in the State of Qatar ("Qatar") in a manner that would constitute a public offering. This prospectus has not been reviewed or approved by or registered with the Qatar Central Bank, the Qatar Exchange or the Qatar Financial Markets Authority. This prospectus is strictly private and confidential, and may not be reproduced or used for any other purpose, nor provided to any person other than the recipient thereof.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of ADSs may not be circulated or distributed, nor may the ADSs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than

- to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the ‘‘SFA’’),
- to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or
- otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the ADSs are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (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:

  (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

  (ii) where no consideration is or will be given for the transfer;

  (iii) where the transfer is by operation of law;

  (iv) as specified in Section 276(7) of the SFA; or

  (v) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Sharesand Debentures) Regulations 2005 of Singapore.

Switzerland

This document is not intended to constitute an offer or solicitation to purchase or invest in the ADSs described herein. The ADSs may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the ADSs constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland, and neither this document nor any other offering or marketing material relating to the ADSs may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, nor the Company nor the ADSs have been or will be filed with or approved by any Swiss regulatory authority. The ADSs are not subject to the supervision by any Swiss regulatory authority, e.g., the Swiss Financial Markets Supervisory Authority FINMA (FINMA), and investors in the ADSs will not benefit from protection or supervision by such authority.

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 (Excluding the Dubai International Financial Center)

The ADSs have not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates ("U.A.E.") other than in compliance with the laws of the U.A.E. Prospective investors in the Dubai International Financial Centre should have regard to the specific selling restrictions on prospective investors in the Dubai International Financial Centre set out below.

The information contained in this prospectus does not constitute a public offer of ADSs in the U.A.E. in accordance with the Commercial Companies Law (Federal Law No. 8 of 1984 of the U.A.E., as amended) or otherwise and is not intended to be a public offer. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the Emirates Securities and Commodities Authority or the Dubai Financial Services Authority, or DFSA. If you do not understand the contents of this prospectus, you should consult an authorized financial adviser. This prospectus is provided for the benefit of the recipient only, and should not be delivered to, or relied on by, any other person.

United Kingdom

Each of the underwriters severally represents warrants and agrees as follows:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (FSMA) received by it in connection with the issue or sale of the ADSs in circumstances in which Section 21 of the FSMA does not apply to us; and
- it has complied with, and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the ADSs in, from or otherwise involving the United Kingdom.

EXPENSES RELATING TO THIS OFFERING

Set forth below is an itemization of the total expenses, excluding underwriting discounts and commissions, that are expected to be incurred in connection with the offer and sale of the ADSs. With the exception of the Securities and Exchange Commission registration fee, the Financial Industry Regulatory Authority, Inc., or FINRA, filing fee and the [NASDAQ Global Market/NYSE] listing fee, all amounts are estimates.

Securities and Exchange Commission Registration Fee	US$	
FINRA Filing Fee	US$	2,000
[NASDAQ Global Market/NYSE] Listing Fee	US$	
Printing Expenses	US$	
Legal Fees and Expenses	US$	
Accounting Fees and Expenses	US$	
Miscellaneous	US$	
Total	US$	

LEGAL MATTERS

We are being represented by Cleary, Gottlieb, Steen & Hamilton LLP with respect to certain legal matters as to United States federal securities and New York State law. The underwriters are being represented by Davis Polk & Wardwell LLP 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 Travers Thorp Alberga, Attorneys at Law. Certain legal matters as to PRC law will be passed upon for us by Jingtian & Gongcheng and for the underwriters by Fangda Partners. Cleary, Gottlieb, Steen & Hamilton LLP may rely upon Travers Thorp Alberga, Attorneys at Law, with respect to matters governed by Cayman Islands law and Jingtian & Gongcheng with respect to matters governed by PRC law. Davis Polk & Wardwell LLP may rely upon Fangda Partners with respect to matters governed by PRC law.

EXPERTS

The consolidated financial statements of iClick Interactive Asia Group Limited (previously named Optimix Media Asia Limited) as of December 31, 2015 and 2016 and for each of the two years in the period ended December 31, 2016 included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated statements of for OptAim for the period from January 1, 2015 to July 23, 2015 included in this prospectus have been so included in reliance upon the report of PricewaterhouseCoopers, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The office of PricewaterhouseCoopers is located at 22/F, Prince’s Building, Central, Hong Kong.

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.

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we intend to furnish the depositary with our annual reports, which will include a review of operations and annual audited consolidated combined financial statements prepared in conformity with U.S. GAAP, and all notices of shareholders' meetings and other reports and communications that are made generally available to our shareholders. The depositary will make such notices, reports and communications available to holders of ADSs and, if we so request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depositary from us.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

iCLICK INTERACTIVE ASIA GROUP LIMITED

Note:

Effective July 24, 2015, the registrant acquired 100% equity interest of OptAim Limited ("OptAim") for approximately US$67,620,000 in cash and shares (the "Acquisition"). Under Rule 3-05 of Regulation S-X, the Acquisition was determined to be greater than 50% material to the registrant and the net revenues reported by OptAim in its most recent fiscal year (i.e. fiscal year ended December 31, 2016) are less than US$50.0 million, requiring that 2 years of audited financials for OptAim be provided in connection with any public offering of securities by the registrant.

To meet the two-year audited financial statements requirement, the registrant is filing (i) pre-Acquisition financials for OptAim from January 1, 2015 (the first day of OptAim's fiscal year) through July 23, 2015 (the day prior to the Acquisition's effective date), together with a pro forma condensed combined statement of operations to illustrate the pro forma effect on iClick Interactive Asia Group Limited's statement of comprehensive income had the Acquisition been completed on January 1, 2015, and (ii) consolidated audited financials for the twelve months ended December 31, 2016, together with a related Management's Discussion and Analysis of Financial Condition and Results of Operations. Combining those financials pre- and post-Acquisition financials with the registrant's filed audited financial statements for the year ended December 31, 2015 and 2016 (covering a post-Acquisition period) provides potential investors over 2 years of audited financials for OptAim.

Report of Independent Registered Public Accounting Firm
To the Board of Directors and Shareholders of iClick Interactive Asia Group Limited

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of comprehensive loss, of changes in shareholders' deficit and of cash flows, present fairly, in all material respects, the financial position of iClick Interactive Asia Group Limited and its subsidiaries at December 31, 2015 and 2016, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2016 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these financial statements 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, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers

Hong Kong
May 18, 2017, except for note 22, which is as of July 13, 2017

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	Note	As of December 31, 2015	As of December 31, 2016	2016 Pro-forma (Note 26) (unaudited)
Assets				
Current assets				
Cash and cash equivalents	5	10,395	27,280	27,280
Restricted cash	6	1,000	5,234	5,234
Short-term investments	7	1,552	—	—
Accounts receivable, net of allowance for doubtful receivables of US$1,733 and US$1,693 as of December 31, 2015 and 2016, respectively	8	28,423	30,694	30,694
Rebates receivable		3,642	2,250	2,250
Prepaid media costs		24,793	34,409	34,409
Other current assets	9	4,081	3,055	3,055
Income tax receivable		744	47	47
Deferred tax assets	21	76	—	—
Total current assets		74,706	102,969	102,969
Non-current assets				
Deferred tax assets	21	646	682	682
Property and equipment, net	10	2,942	2,318	2,318
Intangible assets, net	11	19,095	14,804	14,804
Goodwill	12	48,496	48,496	48,496
Other assets	9	225	371	371
Total non-current assets		71,404	66,671	66,671
Total assets		146,110	169,640	169,640

The accompanying notes are an integral part of these consolidated financial statements.

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONSOLIDATED BALANCE SHEETS (CONTINUED)
AS OF DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	Note	As of December 31, 2015	As of December 31, 2016	As of December 31, 2016 Pro-forma (Note 26) (unaudited)
Liabilities, mezzanine equity and shareholders' deficit				
Current liabilities				
Accounts payable (including accounts payable of the consolidated variable interest entity ("VIE") and its subsidiary without recourse to the Company of US$426 and US$28 as of December 31, 2015 and 2016, respectively)		11,225	9,189	9,189
Deferred revenue (including deferred revenue of the consolidated VIE and its subsidiary without recourse to the Company of US$6,668 and US$11,878 as of December 31, 2015 and 2016, respectively)	13	14,935	25,697	25,697
Accrued liabilities and other current liabilities (including accrued liabilities and other current liabilities of the consolidated VIE and its subsidiary without recourse to the Company of US$66 and US$404 as of December 31, 2015 and 2016, respectively)	14	14,808	15,091	15,091
Derivative liabilities	16	63,724	60,525	—
Amounts due to a related party (including amount due to a related party of the consolidated VIE and its subsidiary without recourse to the Company of US$46 and US$nil as of December 31, 2015 and 2016, respectively)	23	46	—	—
Bank borrowings	15	8,542	12,982	12,982
Income tax payable		783	2,021	2,021
Deferred tax liabilities	21	1,061	1,067	1,067
Total current liabilities		115,124	126,572	66,047
Non-current liabilities				
Deferred tax liabilities	21	3,705	2,638	2,638
Derivative liabilities	16	—	359	—
Total non-current liabilities		3,705	2,997	2,638
Total liabilities		118,829	129,569	68,685
Commitments and contingencies	25			

The accompanying notes are an integral part of these consolidated financial statements.

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONSOLIDATED BALANCE SHEETS (CONTINUED)
AS OF DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	Note	As of December 31, 2015	As of December 31, 2016	2016 Pro-forma (Note 26) (unaudited)
Mezzanine equity				
Series A convertible redeemable preferred shares (US$0.001 par value; 2,500,000 shares authorized as of December 31, 2015 and 2016, respectively; 2,476,190 shares issued and outstanding as of December 31, 2015 and 2016, respectively; redemption amount of US$7,393 and US$6,737 as of December 31, 2015 and 2016, respectively)	16	5,487	5,597	—
Series B convertible redeemable preferred shares (US$0.001 par value; 3,000,000 shares authorized as of December 31, 2015 and 2016, respectively; 1,889,249 shares issued and outstanding as of December 31, 2015 and 2016, respectively; redemption amount of US$14,441 and US$14,625 as of December 31, 2015 and 2016, respectively)	16	9,145	9,807	—
Series C convertible redeemable preferred shares (US$0.001 par value; 1,650,000 shares authorized as of December 31, 2015 and 2016, respectively; 1,599,186 shares issued and outstanding as of December 31, 2015 and 2016, respectively; redemption amount of US$20,636 and US$22,288 as of December 31, 2015 and 2016, respectively)	16	10,733	10,733	—
Series D convertible redeemable preferred shares (US$0.001 par value; 4,500,000 shares authorized as of December 31, 2015 and 2016, respectively; 2,493,018 shares issued and outstanding as of December 31, 2015 and 2016, respectively; redemption amount of US$55,944 and US$58,874 as of December 31, 2015 and 2016, respectively)	16	43,956	43,956	—
Series E convertible redeemable preferred shares (US$0.001 par value; 1,200,000 shares authorized as of December 31, 2016; 1,068,114 shares issued and outstanding as of December 31, 2016; redemption amount of US$20,000 as of December 31, 2016)	16	—	18,845	—
Redeemable ordinary shares (US$0.001 par value; 742,320 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	17	13,889	15,445	—
Total mezzanine equity		83,210	104,383	—

The accompanying notes are an integral part of these consolidated financial statements.

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONSOLIDATED BALANCE SHEETS (CONTINUED)
AS OF DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	Note	As of December 31, 2015	2016	2016 Pro-forma (Note 26) (unaudited)
Shareholders' (deficit)/equity				
Ordinary shares (US$0.001 par value; 38,350,000 and 37,150,000 shares authorized as of December 31, 2015 and 2016, respectively; 13,104,300 and 13,609,208 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	18	13	14	24
Treasury shares (2,654,188 and 2,149,280 shares as of December 31, 2015 and 2016, respectively)	18	(9,783)	(2,468)	(2,468)
Additional paid-in capital		53,917	65,687	230,944
Statutory reserves		81	81	81
Accumulated other comprehensive losses		(3,102)	(3,241)	(3,241)
Accumulated deficit		(97,055)	(124,385)	(124,385)
Total shareholders' (deficit)/equity		(55,929)	(64,312)	100,955
Total liabilities, mezzanine equity and shareholders' (deficit)/equity		146,110	169,640	169,640

The accompanying notes are an integral part of these consolidated financial statements.

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	Note	For the years ended December 31, 2015	2016
Net revenues		65,242	95,357
Cost of revenues		(34,531)	(61,048)
Gross profit		30,711	34,309
Operating expenses			
Research and development expenses		(8,106)	(8,584)
Sales and marketing expenses		(31,385)	(28,266)
General and administrative expenses		(12,745)	(26,767)
Total operating expenses		(52,236)	(63,617)
Operating loss		(21,525)	(29,308)
Interest expense		(107)	(713)
Other gains/(losses), net	20	791	(1,082)
Fair value (loss)/gain on derivative liabilities	16	(19,390)	3,995
Loss before income tax expense		(40,231)	(27,108)
Income tax benefit/(expense)	21	555	(222)
Share of loss from an equity investee		(38)	—
Net loss		(39,714)	(27,330)
Accretion to convertible redeemable preferred shares redemption value		(2,692)	(773)
Accretion to redeemable ordinary shares redemption value		(1,982)	(1,556)
Deemed contribution from Series B-1 preferred shareholders		2,591	—
Net loss attributable to iClick Interactive Asia Group Limited's ordinary shareholders		(41,797)	(29,659)
Net loss		(39,714)	(27,330)
Other comprehensive loss:			
Foreign currency translation adjustment, net of US$nil tax		(129)	(139)
Comprehensive loss attributable to iClick Interactive Asia Group Limited		(39,843)	(27,469)
Net loss per share attributable to iClick Interactive Asia Group Limited			
— Basic	22	(3.58)	(2.26)
— Diluted	22	(3.58)	(2.26)
Weighted average number of ordinary shares used in per share calculation:			
— Basic	22	11,661,049	13,151,063
— Diluted	22	11,661,049	13,151,063

The accompanying notes are an integral part of these consolidated financial statements.

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	Ordinary shares		Treasury shares						
	Number of shares	Amount	Number of shares	Amount	Additional paid-in capital	Accumulated deficit	Statutory reserves	Accumulated other comprehensive losses	Total shareholders' deficit
Balance as of January 1, 2015	11,102,278	11	1,143,044	—	—	(59,932)	81	(2,973)	(62,813)
Issuance of ordinary shares and reissuance of treasury shares upon acquisition of OptAim Limited	2,535,091	3	(600,169)	—	51,641	—	—	—	51,644
Reissuance of treasury shares upon acquisition of Buzzinate Company Limited	142,151	—	(142,151)	—	2,027	—	—	—	2,027
Issuance of ordinary shares and held as treasury shares	—	—	1,578,244	—	—	—	—	—	—
Repurchase of ordinary shares	(803,217)	(1)	803,217	(11,637)	—	—	—	—	(11,638)
Reissuance of treasury shares upon exercise of employee share options	127,997	—	(127,997)	1,854	(1,571)	—	—	—	283
Share-based compensation expense	—	—	—	—	6,494	—	—	—	6,494
Preferred shares accretion	—	—	—	—	(2,692)	—	—	—	(2,692)
Redeemable ordinary shares accretion	—	—	—	—	(1,982)	—	—	—	(1,982)
Deemed contribution upon repurchase of Series B-1 preferred shares	—	—	—	—	—	2,591	—	—	2,591
Net loss for the year	—	—	—	—	—	(39,714)	—	—	(39,714)
Foreign currency translation	—	—	—	—	—	—	—	(129)	(129)
Balance as of December 31, 2015	13,104,300	13	2,654,188	(9,783)	53,917	(97,055)	81	(3,102)	(55,929)

The accompanying notes are an integral part of these consolidated financial statements.

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' DEFICIT (CONTINUED)
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	Ordinary shares		Treasury shares						
	Number of shares	Amount	Number of shares	Amount	Additional paid-in capital	Accumulated deficit	Statutory reserves	Accumulated other comprehensive losses	Total shareholders' deficit
Balance as of December 31, 2015	13,104,300	13	2,654,188	(9,783)	53,917	(97,055)	81	(3,102)	(55,929)
Reissuance of treasury shares as share-based compensation	436,773	1	(436,773)	6,328	(6,329)	—	—	—	—
Reissuance of treasury shares upon exercise of employee share options	68,135	—	(68,135)	987	(816)	—	—	—	171
Share-based compensation expense	—	—	—	—	21,244	—	—	—	21,244
Preferred shares accretion	—	—	—	—	(773)	—	—	—	(773)
Redeemable ordinary shares accretion	—	—	—	—	(1,556)	—	—	—	(1,556)
Net loss for the year	—	—	—	—	—	(27,330)	—	—	(27,330)
Foreign currency translation	—	—	—	—	—	—	—	(139)	(139)
Balance as of December 31, 2016	13,609,208	14	2,149,280	(2,468)	65,687	(124,385)	81	(3,241)	(64,312)

The accompanying notes are an integral part of these consolidated financial statement.

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	For the years ended December 31,	
	2015	2016
Cash flows from operating activities		
Net loss	(39,714)	(27,330)
Adjustments to reconcile net loss to net cash provided by operating activities		
Depreciation of property and equipment	1,138	1,512
Amortization of intangible assets	2,043	4,312
Loss on disposal of property and equipment	4	—
Allowance for doubtful accounts	1,886	99
Recovery of doubtful debts previously provided for	(185)	—
Share of loss from an equity investee	38	—
Share-based compensation	6,494	21,244
Fair value loss/(gain) on derivative liabilities	19,390	(3,995)
Fair value gain on re-measurement of equity investee	(1,161)	—
Deferred tax	(1,292)	(1,021)
Changes in operating assets and liabilities, net		
Accounts receivable	(13,746)	(2,330)
Prepayments and other assets	(155)	881
Accrued liabilities and other current liabilities	9,308	284
Deferred revenue	(3,765)	10,763
Rebates receivables	172	1,392
Prepaid media costs	8,100	(9,617)
Accounts payable	1,885	(2,036)
Income tax payable	(237)	1,935
Net cash used in operating activities	(9,797)	(3,907)
Cash flows from investing activities		
Prepayment of property and equipment	—	(122)
Purchase of property and equipment	(2,628)	(884)
Purchase of intangible assets	(121)	(22)
(Increase)/decrease in short-term investments	(1,552)	1,552
Decrease/(increase) in restricted cash	692	(4,234)
Acquisition of businesses, net of cash received	(14,486)	—
Net cash used in investing activities	(18,095)	(3,710)

The accompanying notes are an integral part of these consolidated financial statements.

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	For the years ended December 31,	
	2015	2016
Cash flows from financing activities		
Repurchase of Series B convertible redeemable preferred shares	(11,581)	—
Proceeds from issuance of Series D convertible redeemable preferred shares	15,000	—
Proceeds from issuance of Series E convertible redeemable preferred shares	—	20,000
Proceeds from exercise of share options	284	171
Proceeds from bank borrowings	7,589	8,232
Repayments of bank borrowings	(1,642)	(3,793)
Repurchase of ordinary shares	(11,639)	—
Repayment of amounts due to related parties	(623)	(46)
Net cash (used in)/provided by financing activities	(2,612)	24,564
Net (decrease)/increase in cash and cash equivalents	(30,504)	16,947
Cash and cash equivalents at the beginning of year	41,131	10,395
Effect on exchange rate changes on cash and cash equivalents	(232)	(62)
Cash and cash equivalents at the end of year	10,395	27,280
Supplemental disclosure of cash flow information:		
Interests paid	(103)	(713)
Cash (paid)/refunded for income taxes	(912)	665
	—	—
Non-cash investing and financing activities:	—	—
Acquisition of Buzzinate Company Limited in form of share issuance	2,027	—
Acquisition of OptAim Limited in form of share issuance	50,843	—
Fair value of replacement awards attributable to pre-acquisition services for acquisition of OptAim Limited (note 4(b))	801	—
Accretion to Series A preferred shares redemption value	307	110
Accretion to Series B preferred shares redemption value	2,385	662
Accretion to redeemable ordinary shares redemption value	1,982	1,556

The accompanying notes are an integral part of these consolidated financial statements.

iCLICK INTERACTIVE ASIA GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

1 Organization and principal activities

(a) Organization and nature of operation

iClick Interactive Asia Group Limited (the "Company") and its subsidiaries are collectively referred to as the Group. The Company was incorporated under the law of Cayman Islands as a limited company on February 3, 2010. The Group is principally engaged in the provision of online marketing services. The Group's principal operations and geographic market are in Greater China and have offices in Hong Kong, the People's Republic of China (the "PRC"). There are also sales teams in Singapore and the United Kingdom.

In January 2009, the business of the Group was established in Hong Kong with a primary focus on search engine marketing and optimization. The Group formed the research and development team in Hong Kong to design and build the Group's proprietary platform for online marketing. The Group's platform is a cross-channel, cross-device and cross-geography programmatic digital marketing platform that addresses comprehensively the needs of advertisers who want to acquire and retain online customers in Greater China. The platform also enables marketers to combine performance-based marketing and brand awareness building through its dynamic retargeting technology. Key functions include aggregating the right media source for maximizing inventory reach; audience builder for producing effective targeting solutions through data crunching and machine learning; programmatic optimization to dynamically enhance campaign performance; and data analysis and reporting for cross-channel budget allocation optimization.

The Group established an office in Beijing and Shanghai, respectively, in 2010 and in the same year the Group opened a research and development center in Beijing for the development of optimization algorithms to step up the Group's efforts in cross-platform optimization. This facility was further expanded in 2011. The Group added an office in Shenzhen in early 2011 and further expanded into Southeast Asia when the Group set up operations in Singapore and Taiwan in that year. The Group also has sales representatives in the United Kingdom.

In November 2014, the Company entered into a sale and purchase agreement ("SPA") with Buzzinate Company Limited ("Buzzinate") and its shareholders and acquired 33.3% equity interest in Buzzinate as the first tranche, at a cash consideration of US$750. In the SPA, the Company has also agreed to purchase up to 57.1% equity interests in Buzzinate in stages from April 2015 to April 2016, with an option exercisable by the Company to accelerate the purchase of up to 57.1% equity interests in Buzzinate. In February 2015, the Company exercised such option and purchased up to 57.1% equity interest, and at the same time purchased the remaining 42.9% equity interest in Buzzinate by issuing 142,151 shares of the Company. As a result, Buzzinate became a wholly owned subsidiary of the Company since February 2015.

Buzzinate is also engaged in the provision of online marketing services and mainly focuses on the PRC market. Refer to note 4(a) to the consolidated financial statements for more details in relation to this transaction.

In July 2015, the Company, entered into a SPA with OptAim Limited ("OptAim") and its shareholders where the Company agreed to subscribe for the entire equity interests in OptAim, with certain operations of OptAim conducted through VIE arrangements. Upon completion of this transaction, OptAim and its subsidiaries become wholly-owned subsidiaries of the Company. OptAim is engaged in the provision of online marketing services with a focus of mobile device in the PRC market. Refer to note 4(b) to the consolidated financial statements for more details in relation to this transaction.

iCLICK INTERACTIVE ASIA GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

1 Organization and principal activities (Continued)

(a) Organization and nature of operation (Continued)

As of December 31, 2016, the Group had net current liabilities of US$23,603, total shareholders' deficit of US$64,312 and accumulated deficit of US$124,385. During the year ended December 31, 2016, the Group incurred a net loss of US$27,330 and a net operating cash outflow of US$3,907. In December 2016, the Company entered into an agreement to issue Series E preferred shares for a total cash consideration of US$20,000 and management considered such additional funding to enable the Company to operate without significant curtailment of its operation and to meet its financial obligations as and when they fall due. As of December 31, 2016, the Group had violated certain financial covenants with respect to its bank borrowings extended by a bank, however, the Group had obtained the necessary waiver letters such that the bank would not demand immediate repayment. Accordingly, the management is of the opinion that the financial statements have been prepared on a going concern basis.

The accompanying consolidated financial statements include the financial statements of the Company, its subsidiaries and consolidated VIEs and the VIE's subsidiary (defined in Note 1(b)) as follows:

Name	Relationship	% of direct or indirect economic ownership	Date of incorporation	Place of incorporation/ establishment	Principal activities
Digital Marketing Group Limited	Subsidiary	100%	October 2006	Hong Kong	Dormant
Tetris Media Limited	Subsidiary	100%	July 2007	Hong Kong	Internet marketing services and solutions
iClick Interactive Asia Limited	Subsidiary	100%	December 2008	Hong Kong	Internet marketing services and solutions
Optimix Media Asia Limited	Subsidiary	100%	March 2009	Hong Kong	Investment holding
China Search (Asia) Limited	Subsidiary	100%	September 2010	Hong Kong	Internet marketing services and solutions
Diablo Holdings Corporation	Subsidiary	100%	August 2010	British Virgin Islands ("BVI")	Investment holding
Harmattan Capital Holdings Corporation	Subsidiary	100%	August 2010	BVI	Investment holding
iClick Interactive (Singapore) Pte. Ltd.	Subsidiary	100%	January 2011	Singapore	Internet marketing services and solutions
iClick Interactive (Beijing) Advertisement Co., Ltd	Subsidiary	100%	January 2011	The PRC	Internet marketing services and solutions

iCLICK INTERACTIVE ASIA GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

1 Organization and principal activities (Continued)

(a) Organization and nature of operation (Continued)

Name	Relationship	% of direct or indirect economic ownership	Date of incorporation	Place of incorporation/ establishment	Principal activities
Search Asia Technology (Shenzhen) Co., Ltd.	Subsidiary	100%	January 2011	The PRC	Internet marketing services and solutions
i-Click Interactive Taiwan Limited Taiwan Branch	Subsidiary's branch	100%	September 2011	Taiwan	Internet marketing services and solutions
Performance Media Group Limited	Subsidiary	100%	January 2013	Hong Kong	Internet marketing services and solutions
Tetris Media (Shanghai) Co., Ltd.	Subsidiary	100%	July 2013	The PRC	Internet marketing services and solutions
Buzzinate Company Limited	Subsidiary	100%	March 2009	Hong Kong	Technology development
Buzzinate (Shanghai) Information Technology Co., Ltd.	Subsidiary	100%	July 2009	The PRC	Technology development service
OptAim Limited	Subsidiary	100%	July 2014	Cayman Islands	Investment holding
OptAim (HK) Limited	Subsidiary	100%	July 2014	Hong Kong	Investment holding
OptAim (Beijing) Information Technology Co., Ltd.	Subsidiary	100%	November 2014	The PRC	Internet marketing services and solutions
Beijing OptAim Network Technology Co., Ltd.	VIE	100%	September 2012	The PRC	Internet marketing services and solutions
Zhiyunzhong (Shanghai) Technology Co., Ltd.	VIE's subsidiary	100%	September 2014	The PRC	Internet marketing services and solutions
Arda Holdings Limited	VIE	100%	May 2010	BVI	To hold treasury shares

iCLICK INTERACTIVE ASIA GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

1 Organization and principal activities (Continued)

(b) Consolidated VIE and VIE's subsidiary

When the Company acquired OptAim WFOE in July 2015, OptAim WFOE is considered as a foreign invested enterprise and any foreign ownership in advertising business was subject to certain restrictions under the PRC laws and regulations at that time. To comply with the then-effective PRC laws and regulations, certain of the Group's operations are conducted through Beijing OptAim Network Technology Co., Ltd. ("Beijing OptAim") and Zhiyun Zhong (Shanghai) Technology Co., Ltd. ("Shanghai OptAim") (or "OptAim VIE"). OptAim (Beijing) Information Technology Co., Ltd, ("OptAim WFOE"), a wholly-owned subsidiary of the Company, or a wholly foreign owned enterprise ("WFOE") of the Company entered into a series of contractual agreements among Beijing OptAim and Beijing OptAim's legal shareholders.

OptAim VIE

The Company's relationships with Beijing OptAim and its shareholders are governed by the following contractual arrangements:

- Cooperative Agreement

  Under the cooperative agreement between OptAim WFOE, Beijing OptAim and Shanghai OptAim, OptAim WFOE has the exclusive right to provide to Beijing OptAim and Shanghai OptAim, among others, technical consulting, technical support, business consulting, and appointment and dismissal of employees. OptAim WFOE will collect a fee from Beijing OptAim and Shanghai OptAim to be determined at the sole discretion of OptAim WFOE. The term of this agreement will not expire unless OptAim WFOE provides prior written notice to Beijing OptAim and Shanghai OptAim. There was no service fee paid and payable from Beijing OptAim and Shanghai OptAim to OptAim WFOE for the years ended December 31, 2015 and 2016 as Beijing OptAim and Shanghai OptAim, in aggregated, have been incurring losses.

- Purchase Option Agreement

  The parties to the purchase option agreement are OptAim WFOE, Beijing OptAim and each of the shareholders of Beijing OptAim. Under the purchase option agreement, each of the shareholder of Beijing OptAim irrevocably granted OptAim WFOE or its designated representative(s) an exclusive option to purchase, to the extent permitted under PRC law, all or part of its equity interests in Beijing OptAim. OptAim WFOE or its designated representative(s) have sole discretion as to when to exercise such options, either in part or in full. Without OptAim WFOE's prior written consent, Beijing OptAim's shareholders shall not sell, transfer, mortgage or otherwise dispose their equity interests in Beijing OptAim. The agreement will not expire until all shares of Beijing OptAim are transferred to OptAim WFOE or its designated representative(s).

- Power of Attorney

  Pursuant to the irrevocable power of attorney executed by the shareholders of Beijing OptAim, Beijing OptAim appointed OptAim WFOE as its attorney-in-fact to exercise all shareholders' rights in Beijing OptAim, including, without limitation, the power to vote on all matters of Beijing OptAim requiring shareholder approval under PRC laws and regulations and the articles of association of Beijing OptAim. The power of attorney will remain in force until OptAim WFOE provides prior written notice to Beijing OptAim.

iCLICK INTERACTIVE ASIA GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

1 Organization and principal activities (Continued)

(b) Consolidated VIE and VIE's subsidiary (Continued)

- Pledge Agreement

Pursuant to the pledge agreement between OptAim WFOE and the shareholders of Beijing OptAim, the shareholders of Beijing OptAim have pledged all of their equity interests in Beijing OptAim to OptAim WFOE to guarantee the performance by Beijing OptAim under the cooperative agreement, purchase option agreement, and powers of attorney. If Beijing OptAim and/or its shareholders breach their contractual obligations under those agreements, OptAim WFOE, as pledgee, will be entitled to certain rights, including the right to sell the pledged equity interests. Under the pledge agreement, the shareholders of Beijing OptAim are not able to provide any other guarantee by pledging the shares of Beijing OptAim, transfer or sell their pledged shares to other individual, change share capital of Beijing OptAim or transfer or sell the assets out of Beijing OptAim.

The shareholders of Beijing OptAim are in the process of registering the equity pledge with the relevant office of the Administration for Industry and Commerce in accordance with the PRC Property Rights Law and expect to complete by June 2017.

Through the aforementioned contractual agreements, OptAim VIE are considered VIE in accordance with Generally Accepted Accounting Principles in the United States ("US GAAP") because the Company, through OptAim WFOE, has the ability to:

- exercise effective control over OptAim VIE whereby having the power to direct OptAim VIE's activities that most significantly drive the economic results of OptAim VIE;
- receive substantially all of the economic benefits and residual returns, and absorb substantially all the risks and expected losses from the OptAim VIE as if it was their sole shareholder; and
- have an exclusive option to purchase all of the equity interests in OptAim VIE.

Management evaluated the relationships among the Company, OptAim WFOE and OptAim VIE, and concluded that OptAim WFOE is the primary beneficiary of the VIEs. As a result, OptAim VIE's results of operations, assets and liabilities have been included in the Group's consolidated financial statements.

As of December 31, 2015 and 2016, the total assets of OptAim VIE and its subsidiary were US$20,341 and US$27,135, respectively, mainly comprising cash and cash equivalents, accounts receivable, prepayments and other current assets, property and equipment. As of December 31, 2015 and 2016, the total liabilities of the OptAim VIE and its subsidiary were US$7,206 and US$12,310 respectively, mainly comprising deferred revenue, accrued liabilities and other current liabilities.

In accordance with the aforementioned agreements, the Company has power to direct activities of the OptAim VIE, and can have assets transferred out of OptAim VIE. Therefore the Company considers that there is no asset in OptAim VIE that can be used only to settle obligations of the OptAim VIE, except for registered capital and PRC statutory reserves of the OptAim VIE amounting to US$2,081 and US$2,081, respectively, as of December 31, 2015 and 2016. As the OptAim VIE and its subsidiary were incorporated as limited liability company under the PRC Company Law, the creditors do not have recourse to the general credit of the Company for all the liabilities of the OptAim VIE. Currently there is no contractual arrangement that could require the Company to provide additional financial support to OptAim VIE.

As the Company is conducting its PRC online marketing services business through OptAim VIE, the Company will, if needed, provide such support on a discretion basis in the future, which could expose the Company to a loss.

There is no VIE where the Company has variable interest but is not the primary beneficiary.

iCLICK INTERACTIVE ASIA GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

1 Organization and principal activities (Continued)

(b) Consolidated VIE and VIE's subsidiary (Continued)

The Group believes that the contractual arrangements among its shareholders and OptAim WFOE are in compliance with PRC law and are legally enforceable. However, uncertainties in the PRC legal system could limit the Company's ability to enforce these contractual arrangements and if the shareholders of OptAim VIE were to reduce their interest in the Company, their interests may diverge from that of the Company and that may potentially increase the risk that they would seek to act contrary to the contractual terms.

The Company's ability to control the OptAim VIE also depends on the power of attorney and the effect of the share pledge under the Pledge Agreement and OptAim WFOE has to vote on all matters requiring shareholder approval in OptAim VIE. As noted above, the Company believes this power of attorney is legally enforceable but may not be as effective as direct equity ownership.

2 Principal accounting policies

(a) Basis of presentation

The consolidated financial statements have been prepared in accordance with the US GAAP. Significant accounting policies followed by the Company in the preparation of the accompanying consolidated financial statements are summarized below.

(b) Use of estimates

The preparation of the Group's consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ materially from such estimates.

The Company believes that revenue recognition, consolidation of VIE, determination of share-based compensation, measurement of redemption value of redeemable preferred shares and impairment assessment of long-lived assets and intangible assets that reflect more significant judgments and estimates used in the preparation of its consolidated financial statements.

Management bases the estimates on historical experience and on various other assumptions as discussed elsewhere to the consolidated financial statements that are believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results could materially differ from these estimates.

(c) Consolidation

The Group's consolidated financial statements include the financial statements of the Company, its subsidiaries, its VIEs and a VIE's subsidiary for which the Company or its subsidiary is the primary beneficiary. All transactions and balances among the Company, its subsidiaries, its VIEs have been eliminated upon consolidation.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
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2 Principal accounting policies (Continued)

(c) Consolidation (Continued)

A subsidiary is an entity in which the Company, directly or indirectly, controls more than one half of the voting powers; or has the power 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; or has the power to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

A VIE is an entity in which the Company, or its subsidiary, through contractual agreements, bears the risks of, and enjoys the rewards normally associated with ownership of the entity. In determining whether the Company or its subsidiaries are the primary beneficiary, the Company considered whether it has the power to direct activities that are significant to the VIE's economic performance, and also the Group's obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. OptAim WFOE and ultimately the Company hold all the variable interests of the VIE and its subsidiary, and has been determined to be the primary beneficiary of the VIE.

(d) Foreign currency translation

The reporting currency of the Company is the United States dollars ("US$"). The Company is a holding company engaged in capital raising and financing activities denominated in US$. As such, the Company's functional currency has been determined to be the US$. The functional currency of the Company's subsidiaries is the local currency of the country in which they are domiciled.

Monetary assets and liabilities denominated in currencies other than the functional currency are translated into the functional currency at the rates of exchange existing at the balance sheet date. Transactions in currencies other than the functional currency during the year are converted into the functional currency at the applicable rates of exchange prevailing at the transaction date. Transaction gains and losses are recognized in "Other losses, net". Assets and liabilities denominated in foreign currencies are translated at the exchange rates at the balance sheet date. Equity accounts are translated at historical exchange rates and revenues, expenses, gains and losses are translated using the average rate for the year. Translation adjustments are reported as cumulative translation adjustments and are shown as a separate component of other comprehensive loss in the consolidated statements of changes in shareholders' deficit and comprehensive loss.

(e) Fair value of financial instruments

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Fair value measurements are based on a fair value hierarchy, based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value which are the following:

Level 1 — Quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
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2 Principal accounting policies (Continued)

(e) Fair value of financial instruments (Continued)

Level 2 — Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as quoted market prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.

Level 3 — Unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

Observable inputs are based on market data obtained from independent sources. At December 31, 2015 and 2016 the Company's derivative liabilities are measured using unobservable inputs that require a high level of judgment to determine fair value, and thus classified as Level 3 (Note 3(c)).

The carrying amounts of cash and cash equivalents, restricted cash, accounts receivable, prepayment and other current assets, accounts payable, accrued liabilities and other current liabilities, deferred revenue and amounts due to a related party, approximate to their fair value due to the short-term nature of these instruments. Based on the borrowing rates currently available to the Group for debt with similar terms, the carrying value of the short-term loan approximates to its fair value (using Level 2 inputs).

Certain assets, including intangible assets, are also subject to measurement at fair value on a non-recurring basis if they are deemed to be impaired as a result of an impairment review. For the years ended December 31, 2015 and 2016, no impairments were recorded on those assets required to be measured at fair value on a non-recurring basis.

(f) Cash and cash equivalents

Cash and cash equivalents include cash on hand, cash in bank and time deposits placed with banks or other financial institutions, which have original maturities of three months or less and are readily convertible to known amounts of cash.

(g) Restricted Cash

Restricted cash represented bank deposits in accounts that are restricted as to withdrawal or usage. For restriction which is expected to be released within one year of the balance sheet date, the respective restricted cash balance is classified as current. As of December 31, 2015 and 2016, the Group's restricted cash represents balance held in restricted bank accounts as required by certain loan agreement.

(h) Short-term investments

Short-term investments primarily consist of wealth management treasury products that are principal-protected variable interest rate deposits held at certain financial institutions with original maturities greater than three months but less than one year. In addition, short-term investments also comprise financial instruments with fixed interest rates. Investments in these financial instruments are stated in the consolidated balance sheets at the principal amount plus accrued interest income, calculated at the specified interest rate.

As of December 31, 2016, the Group did not have any short-term investments.

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2 Principal accounting policies (Continued)

(i) Accounts receivable, net

Accounts receivable are presented net of allowance for doubtful accounts. The Group uses specific identification in providing for bad debts when facts and circumstances indicate that collection is doubtful and based on factors listed in the following paragraph. If the financial conditions of its customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowance may be required.

The Company maintains an allowance for doubtful accounts which reflects its best estimate of amounts that potentially will not be collected. The Company determines the allowance for doubtful accounts on an individual basis taking into consideration various factors including but not limited to historical collection experience and credit-worthiness of the customers as well as the age of the individual receivables balance. Additionally, the Company makes specific bad debt provisions based on any specific knowledge the Company has acquired that might indicate that an account is uncollectible. The facts and circumstances of each account may require the Company to use substantial judgment in assessing its collectability.

(j) Rebates receivable

Rebates receivable represent sales rebates that have already been earned but not received from third party publishers. The Company earns its rebates from purchasing advertising spaces from these website publishers.

(k) Equity method investment

The Group holds investments in privately held companies. The Group accounts for these investments over which it has significant influence but does not own a majority equity interest or otherwise control using the equity method of accounting. The Group assesses its equity method investments for other-than-temporary impairment by considering factors including, but not limited to, current economic and market conditions, operating performance of the companies, including current earnings trends and undiscounted cash flows, and other company-specific information. The fair value determination, particularly for investments in privately-held companies, requires significant judgment to determine appropriate estimates and assumptions. Changes in these estimates and assumptions could affect the calculation of the fair value of the investments and determination of whether any identified impairment is other-than-temporary.

As noted in Note 1 to the consolidated financial statements, the Company accelerated the purchase of up to 57.1% equity interests in Buzzinate by exercising the option in February 2015 and at the same time purchased the remaining 42.9% equity interest. Prior to the acquisition, the equity interest held in Buzzinate was accounted for using the equity method. When Buzzinate became a wholly-owned subsidiary of the Company, and accordingly the previously held interest was remeasured at fair value with the revaluation gain was recorded in "other gains/(losses), net". Furthermore, as of December 31, 2015 and 2016, there was no equity method investment.

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2 Principal accounting policies (Continued)

(l) Property and equipment, net

Property and equipment are stated at historical cost less accumulated depreciation and impairment loss, if any. Depreciation is calculated using the straight-line method over their estimated useful lives. The estimated useful lives are as follows:

Leasehold improvements	Over the shorter of lease term or 2 – 5 years
Furniture and fixtures	2 – 5 years
Office equipment	3 – 5 years

Expenditures for maintenance and repairs are expensed as incurred. The gain or loss on the disposal of property and equipment is the difference between the net sales proceeds and the carrying amount of the relevant assets and is recognized in the consolidated statements of comprehensive loss.

(m) Business combinations

The Group accounts for acquisitions of entities that include inputs and processes and have the ability to create outputs as business combinations. The Group allocates the purchase price of the acquisition to the tangible assets, liabilities, and identifiable intangible assets acquired based on their estimated fair values. The excess of the purchase price over those fair values is recorded as goodwill. Acquisition related costs are expensed as incurred.

(n) Intangible assets, net

Intangible assets mainly consist of computer software and systems acquired through the acquisition of OptAim and Buzzinate, respectively. Identifiable intangible assets are carried at acquisition cost less accumulated amortization and impairment loss, if any. Finite lived intangible assets are tested for impairment if impairment indicators arise. Amortization of finite lived intangible assets is computed using the straight-line method over the following estimated useful lives, which are as follows:

Computer software and systems	2 – 5 years

(o) Impairment of long-lived assets and intangible assets

For other long-lived assets including property and equipment and amortizable intangible assets, the Group evaluates for impairment whenever events or changes (triggering events) indicate that the carrying amount of an asset may no longer be recoverable. The Group assesses the recoverability of the long-lived assets by comparing the carrying value of the long-lived assets to the estimated undiscounted future cash flows expected to receive from use of the assets and their eventual disposition. Such assets are considered to be impaired if the sum of the expected undiscounted cash flows is less than the carrying amount of the assets. The impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets.

(p) Goodwill

Goodwill represents the excess of the purchase price over the amounts assigned to the fair value of the assets acquired and the liabilities assumed of an acquired business.

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2 Principal accounting policies (Continued)

(q) Impairment of goodwill

Impairment of goodwill assessment is performed on at least an annual basis on December 31 or whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable. According to ASC 350-20-35, an entity may assess qualitative factors to determine whether it is more likely than not (that is, a likelihood of more than 50 percent) that the fair value of a reporting unit is less than its carrying amount, including goodwill. The Group, however, selects proceed directly to perform a two-step goodwill impairment test. The first step compares the fair values of a reporting unit to its carrying amount, including goodwill. If the fair value of a reporting unit exceeds its carrying amount, goodwill is not considered impaired and the second step will not be required. If the carrying amount of a reporting unit exceeds its fair value, the second step compares the implied fair value of the affected reporting unit's goodwill to the carrying value of that goodwill. The implied fair value of goodwill is determined in a manner similar to accounting for a business combination with the allocation of the assessed fair value determined in the first step to the assets and liabilities of the reporting unit. The excess of the fair value of the reporting unit over the amounts assigned to the assets and liabilities is the implied fair value of goodwill. This allocation process is only performed for purposes of evaluating goodwill impairment and does not result in adjusting the value of any assets or liabilities. An impairment loss is recognized for any excess in the carrying value of goodwill over the implied fair value of goodwill. The judgment in estimating the fair value of a reporting unit includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of the fair value of a reporting unit. No goodwill impairment losses were recognized for the years ended December 31, 2015 and 2016.

(r) Customer deposits

The Group receives prepayments for services in advance of service performance from certain customers. The amounts received in advance are recorded as customer deposits and recognized in the period which the corresponding services are performed.

(s) Derivative financial instruments

ASC 815, "Accounting for Derivative Instruments and Hedging Activities" ("ASC 815") requires every derivative financial instrument (including certain derivative financial instruments embedded in other contracts) to be recorded on the balance sheet at fair value as either an asset or a liability. ASC 815 also requires that changes in the fair value of recorded derivatives be recognized currently in earnings unless specific hedge accounting criteria are met.

(t) Revenue recognition

The Group's services are the provisions of online marketing services. The Group utilizes a combination of pricing models and revenue is recognized when the related services are delivered based on the specific terms of the contract, which are commonly based on (i) cost-plus, (ii) agreed rebates to be earned from certain website publishers or (iii) specified actions (i.e. cost per impression ("CPM"), cost per click ("CPC"), cost per action ("CPA"), cost per sale ("CPS"), cost per lead ("CPL") or return on investment ("ROI")) and related campaign budgets, depending on the customers' preferences and their campaigns launched.

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2 Principal accounting policies (Continued)

(t) Revenue recognition (Continued)

The Group recognizes revenue when four basic criteria are met: (1) persuasive evidence of an arrangement with the customer exists reflecting the terms and conditions under which the services will be provided; (2) services have been provided or delivery has occurred; (3) the fee is fixed or determinable; and (4) collection is reasonably assured. Collectability is assessed based on a number of factors, including the creditworthiness of a customer, the size and nature of a customer's business and transaction history. Amounts collected in excess of revenue recognized are included as deferred revenue.

Revenue in relation to rebates to be earned from certain website publishers are based on factors determined by these website publishers, such as yearly spending at these website publishers' various platforms and other factors selected at the discretion of these website publishers. Such rebates earned from website publishers are recorded as revenues when the Group is acting as an agent in a transaction, and is based on an evaluation of the terms of each arrangement. Revenues are recorded net of value-added taxes and surcharges.

Cost-plus and agreed rebates to be earned from certain website publishers

For cost-plus advertisement campaigns and rebates to be earned from certain website publishers, sales are valued at the amount received and receivable. Rebates and discounts granted to customers, along with free or extended marketing campaigns, are recorded as a deduction from revenue. In the normal course of business, the Group acts as an intermediary in executing transactions with third parties, specifically for transactions where the Group is not the principal in executing these transactions as the Group is acting on behalf of the website publishers. The determination of whether revenue should be reported on a gross or net basis is based on an assessment of whether the Group is acting as the principal or an agent in our transactions. In determining whether the Group acts as the principal or an agent, the Group follows the accounting guidance for principal-agent considerations. Such determination involves judgment and is based on an evaluation of the terms of each arrangement. While none of the factors individually are considered presumptive or determinative, because the Group is simply facilitating the customers and the publishers to purchase and to sell inventory and the pricing is generally restricted by the costs incurred through purchasing the inventory, the Group is not the principal in these arrangements and therefore reports revenue earned and costs incurred related to these transaction on a net basis.

Specified actions

The Group also generates revenue from performing specified actions (i.e. a CPM, CPC, CPA, CPS, CPL or ROI basis). Revenue is recognized on a CPM or CPC basis as impressions or clicks are delivered while revenue on a CPA, CPS, CPL or ROI basis is recognized once agreed actions are performed. While none of the factors individually are considered presumptive or determinative, because the Group is the primary obligor and are responsible for (1) identifying and contracting with third-party customers; (2) identifying website publishers to provide website spaces where the Group views the website publishers as suppliers; (3) establishing the selling prices of each of the CPM, CPC, CPA, CPS, CPL or ROI pricing model; (4) performing all billing and collection activities, including retaining credit risk; and (5) bearing sole responsibility for fulfillment of the marketing, the Group acts as the principal of these arrangements and therefore reports revenue earned and costs incurred related to these transactions on a gross basis.

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2 Principal accounting policies (Continued)

(u) Cost of revenues

Cost of revenues consists of the costs to purchase space for the online marketing operations, amortization expenses related to the Group's computer software and systems, salaries and benefits of relevant operations and support personnel and depreciation of relevant property and equipment depreciation. The Group becomes obligated to make payments related to website publishers in the period the marketing impressions and click-through occur. Such expenses are classified as cost of revenues in the consolidated statements of operations as incurred. Cost of revenues also includes rebates received from website publishers which are recorded as a deduction against the cost of revenues when the Group is acting as a principal in a transaction. Following recent reforms of PRC tax laws, business tax is gradually being replaced by VAT, which is recorded as a reduction of revenue. The Group's PRC subsidiaries, OptAim VIE and its subsidiary are subjected to VAT at a rate of 6%.

(v) Prepaid media costs

Prepaid media costs represent prepayments for online space paid by the Group to third party publishers of websites. Upon utilization, media costs are recognized in cost of revenues when the Group is determined as acting as the principal. However, when the Group is determined as acting as the agent, those costs are recognized as deduction to revenue by the Group. These prepayments are classified as current considering the corresponding online spaces are expected to be purchased and utilized within twelve months from the date of payments.

(w) Research and development expenses

Research and development expenses consist primarily of (i) salary and welfare for research and development personnel, (ii) rental expenses and (iii) depreciation of office premise and servers utilized by research and development personnel. Costs incurred during the research stage are expensed as incurred. Costs incurred in the development stage, prior to the establishment of technological feasibility, which is when a working model is available, are expensed when incurred.

The Company accounts for internal use software development costs in accordance with guidance on intangible assets and internal use software. This requires capitalization of qualifying costs incurred during the software's application development stage and to expense costs as they are incurred during the preliminary project and post implementation/operation stages. For the years ended December 31, 2015 and 2016, the Company has not capitalized any costs related to internal use software. The research and development expenses amounted to US$8,106 and US$8,584 during the years ended December 31, 2015 and 2016, respectively.

(x) Sales and marketing expenses

Sales and marketing expenses consist primarily of (i) advertising and marketing expenses, and (ii) salary and welfare for sales and marketing personnel. The sales and market promotion expenses amounted to US$31,385 and US$28,266 during the years ended December 31, 2015 and 2016, respectively.

(y) General and administrative expenses

General and administrative expenses consist primarily of (i) salary and welfare for general and administrative personnel, (ii) allowance for doubtful receivables, and (iii) professional service fees. The general and administrative expenses amounted to US$12,745 and US$26,767 during the years ended December 31, 2015 and 2016, respectively.

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2 Principal accounting policies (Continued)

(z) Operating leases

Leases where substantially all the rewards and risks of ownership of assets remain with the lessor are accounted for as operating leases. Payments made under operating leases are charged to the consolidated statements of operations on a straight-line basis over the lease periods. The Group had no capital leases for the years ended December 31, 2015 and 2016.

(aa) Employee social security and welfare benefits

Employees of the Group in the PRC are entitled to staff welfare benefits including pension, work-related injury benefits, maternity insurance, medical insurance, unemployment benefit and housing fund plans through a PRC government-mandated multi-employer defined contribution plan. The Group is required to contribute to the plan based on certain percentages of the employees' salaries, up to a maximum amount specified by the local government.

The PRC government is responsible for the medical benefits and the pension liability to be paid to these employees and the Group's obligations are limited to the amounts contributed and no legal obligation beyond the contributions made.

(ab) Income taxes

Current income taxes are provided on the basis of net income 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. Deferred income taxes are accounted for using an asset and liability method. Under this method, deferred income taxes are recognized for the tax consequences of temporary differences by applying enacted statutory rates applicable to future years to differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities. The tax base of an asset or liability is the amount attributed to that asset or liability for tax purpose. The effect on deferred taxes of a change in tax rates is recognized in the consolidated statements of comprehensive loss in the period of change. A valuation allowance is provided to reduce the amount of deferred tax assets if it is considered more likely than not that some portion of, or all of the deferred tax assets will not be realized.

Uncertain tax positions

The guidance on accounting for uncertainties in income taxes prescribes a more likely than not threshold for financial statements recognition and measurement of a tax position taken or expected to be taken in a tax return. Guidance was also provided on derecognition of income tax assets and liabilities, classification of current and deferred income tax assets and liabilities, accounting for interest and penalties associated with tax positions, accounting for income taxes in interim periods, and income tax disclosures. Significant judgment is required in evaluating the Group's uncertain tax positions and determining its provision for income taxes. The Group recognizes interests and penalties, if any, under accrued expenses and other current liabilities on its consolidated balance sheets and under other expenses in its statements of operations and comprehensive loss. The Group did not recognize any significant interest and penalties associated with uncertain tax positions for the years ended December 31, 2015 and 2016. As of December 31, 2015 and 2016, the Group did not have any significant unrecognized uncertain tax positions.

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2 Principal accounting policies (Continued)

(ac) Share-based compensation

The Group accounts for share-based compensation expenses in accordance with ASC subtopic 718-10 ("ASC 718-10"), Compensation-Stock Compensation, for share-based awards to employees. Under the fair value recognition provisions of ASC 718-10, share-based compensation costs are measured at the grant date. The share-based compensation expenses have been categorized as either general and administrative expenses, selling and marketing expenses or research and development expenses, depending on the job functions of the grantees.

Option granted to employees

For the options granted to employees, the compensation expense is recognized using the graded-vesting attribution approach over the requisite service period, which is generally the vesting period. Forfeitures are estimated at the time of grant, with such estimate updated periodically and with actual forfeitures recognized currently to the extent they differ from the estimate. In determining the fair value of the Company's share options, the binomial option pricing model has been applied.

Option modification

According to ASC 718, a change in any of the terms or conditions of equity based awards shall be accounted for as a modification of the award. Therefore, the Company calculates incremental compensation cost of a modification as the excess of the fair value of the modified option over the fair value of the original option immediately before its terms are modified. For vested options, the Company would recognize incremental compensation costs on the date of modification and for unvested options, the Company would recognize, prospectively and over the remaining requisite service period, the sum of the incremental compensation costs and the remaining unrecognized compensation costs for the original award.

Option granted to non-employees

For share-based awards granted to non-employees, the Group accounts for the related share-based compensation expenses in accordance with ASC subtopic, 505-50 ("ASC 505-50"), Equity-Based Payments to Non-Employees. Under the provision of ASC 505-50, options of the Company issued to non-employees are measured based on fair value of the options which are determined by using the binomial option pricing model. These options are measured as of the earlier of the date at which either: (1) commitment for performance by the non-employee has been reached; or (2) the non-employee's performance is complete.

(ad) Statutory reserves

The Group's subsidiaries, consolidated VIE and its subsidiaries incorporated in the PRC are required on an annual basis to make appropriations of retained earnings set at certain percentage of after-tax profit determined in accordance with PRC accounting standards and regulations ("PRC GAAP").

Appropriation to the statutory general reserve should be at least 10% of the after tax net income determined in accordance with the legal requirements in the PRC until the reserve is equal to 50% of the entities' registered capital. The Group is not required to make appropriation to other reserve funds and the Group does not have any intentions to make appropriations to any other reserve funds.

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2 Principal accounting policies (Continued)

(ad) Statutory reserves (Continued)

The general reserve fund can only be used for specific purposes, such as setting off the accumulated losses, enterprise expansion or increasing the registered capital. Appropriations to the general reserve funds are classified in the consolidated balance sheets as statutory reserves.

There are no legal requirements in the PRC to fund these reserves by transfer of cash to restricted accounts, and the Group was not done so.

Relevant laws and regulations permit payments of dividends by the PRC subsidiaries and affiliated companies only out of their retained earnings, if any, as determined in accordance with respective accounting standards and regulations. Accordingly, the above balances are not allowed to be transferred to the Company in terms of cash dividends, loans or advances.

(ae) Related parties

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control or significant influence, such as a family member or relative, shareholder, or a related corporation.

(af) Dividends

Dividends are recognized when declared. No dividends were declared for the years ended December 31, 2015 and 2016, respectively. The Group does not have any present plan to pay any dividends on ordinary shares in the foreseeable future. The Group currently intends to retain the available funds and any future earnings to operate and expand its business.

(ag) Loss per share

Basic loss per share is computed by dividing net loss attributable to holders of ordinary shares by the weighted average number of ordinary shares outstanding during the year using the two class method. Using the two class method, net loss is allocated between ordinary shares and other participating securities (i.e. preferred shares) based on their participating rights.

Diluted loss per share is calculated by dividing net loss attributable to ordinary shareholders as adjusted for the effect of dilutive ordinary equivalent shares, if any, by the weighted average number of ordinary and dilutive ordinary equivalents shares outstanding during the year. Dilutive equivalent shares are excluded from the computation of diluted loss per share if their effects would be anti-dilutive. Ordinary share equivalents consist of the ordinary shares issuable in connection with the Group's convertible non-redeemable and redeemable preferred shares using the if-converted method, and ordinary shares issuable upon the conversion of the stock options, using the treasury stock method.

(ah) Comprehensive loss

Comprehensive loss is defined as the change in shareholders' deficit of the Company during a period arising from transactions and other events and circumstances excluding transactions resulting from investments by shareholders and distributions to shareholders.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
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2 Principal accounting policies (Continued)

(ah) Comprehensive loss (Continued)

Comprehensive loss is reported in the consolidated statements of comprehensive loss. Accumulated other comprehensive losses of the Group include the foreign currency translation adjustments.

(ai) Segment reporting

Operating segments are defined as components of an enterprise engaging in businesses activities for which separate financial information is available that is regularly evaluated by the Group's chief operating decision makers in deciding how to allocate resources and assess performance. The Group's chief operating decision maker has been identified as the Chief Executive Officer, who reviews consolidated results including revenue, gross profit and operating profit at a consolidated level only. The Group does not distinguish between markets for the purpose of making decisions about resources allocation and performance assessment. Hence, the Group has only one operating segment and one reportable segment.

(aj) Recently issued accounting pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)" ("ASU 2014-09"). ASU 2014-09 will eliminate transaction-specific and industry-specific revenue recognition guidance under current U.S. GAAP and replace it with a principle-based approach for determining revenue recognition. ASU 2014-09 will require that companies recognize revenues based on the value of transferred goods or services as they occur in the contract. The ASU also will require additional disclosure about the nature, amount, timing and uncertainty of revenues and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. In August 2015, the FASB issued ASU 2015-14, which defers by one year ASU 2014-09's effective date. The amendment will be effective for annual reporting periods beginning after December 15, 2017 including interim periods within that reporting period. Early adoption is permitted only for annual and interim periods beginning after December 15, 2016.

In March 2016, the FASB issued ASU 2016-08, which amends the principal-versus-agent implementation guidance and illustrations in the Board's new revenue standard (ASC 606). The amendments in this update clarify the implementation guidance on principal versus agent considerations. When another party, along with the reporting entity, is involved in providing goods or services to a customer, an entity is required to determine whether the nature of its promise is to provide that good or service to the customer (as a principal) or to arrange for the good or service to be provided to the customer by the other party (as an agent). The guidance is effective for interim and annual periods beginning after December 15, 2017.

The Company will apply the new revenue standard beginning January 1, 2018 and will not early adopt. The Company will set up an implementation team to analyze each of the Group's revenue stream in accordance with the new revenue standard to determine the impact on the Company's consolidated financial statements. The Company plans to continue the evaluation, analysis and documentation of its adoption of ASU 2014-9 (including those subsequently issued updates that clarify its provisions) throughout 2017 as the Company works towards the implementation and finalizes its determination of the impact that the adoption will have on its consolidated financial statements.

In February 2015, the FASB issued ASU No. 2015-02, "Consolidation (Topic 810): Amendments to the Consolidation Analysis" ("ASU 2015-02"). ASU 2015-02 focuses on the consolidation evaluation for

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2 Principal accounting policies (Continued)

(aj) Recently issued accounting pronouncements (Continued)

reporting organizations that are required to evaluate whether they should consolidate certain legal entities. The ASU simplifies consolidation accounting by reducing the number of consolidation models from four to two. In addition, the new standard simplifies the FASB Accounting Standards Codification and improves current guidance by: (i) placing more emphasis on risk of loss when determining a controlling financial interest; (ii) reducing the frequency of the application of related-party guidance when determining a controlling financial interest in a VIE; and (iii) changing consolidation conclusions for public and private companies in several industries that typically make use of limited partnerships or VIEs.

The ASU will be effective for periods beginning after December 15, 2016, for public companies. For public business entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. The Company is in the process of evaluating the impact of the standard on its consolidated financial statements.

In November 2015, the FASB issued ASU No. 2015-17, "Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes". The new guidance requires entities to present all deferred tax assets and liabilities, along with any related valuation allowance, as non-current on the balance sheet. The guidance is effective for publicly-traded companies for interim and annual periods beginning after December 15, 2016 (early adoption is permitted). The Company does not expect this standard to have a material impact on its consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02: Leases (Topic 842). The core principle of Topic 842 is that a lessee should recognize the assets and liabilities that arise from leases. All leases create an asset and a liability for the lessee in accordance with FASB Concepts Statement No. 6, Elements of Financial Statements, and, therefore, recognition of those lease assets and lease liabilities represents an improvement over previous GAAP, which did not require lease assets and lease liabilities to be recognized for most leases.

For public business entities, the amendments in this update are effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. The Company is in the process of evaluating the impact of the standard on its consolidated financial statements.

On August 6, 2016, the FASB issued ASU 2016-15, "Statement of Cash Flows — Classification of Certain Cash Receipts and Payments." The ASU provides guidance on the classification of certain cash receipts and payments including debt prepayment or debt issuance costs and cash payments for contingent considerations. The ASU also provides clarification on the application of the predominance principle outlined in ASC 230. The effective date for public entities will be annual periods beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact of this standard will have on its consolidated financial statements.

In October 2016, the FASB issued ASU 2016-16, Income Taxes: Intra-Entity Transfers of Assets Other Than Inventory (Topic 740). This standard will require entities to recognize the income tax consequences of intra-entity transfers of assets other than inventory at the time of transfer. This standard requires a modified retrospective approach to adoption. ASU 2016-16 is effective for fiscal years and interim periods within those years beginning after December 31, 2018. The Company does not expect ASU 2016-16 to have a material impact to the Company's consolidated financial statements.

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2 Principal accounting policies (Continued)

(aj) Recently issued accounting pronouncements (Continued)

In January 2017, the FASB issued ASU 2017-01, Business Combinations (Topic 805): Clarifying the Definition of a Business, which revises the definition of a business. To be considered a business, an acquisition would have to include an input and a substantive process that together significantly contribute to the ability to create outputs. To be a business without outputs, there will now need to be an organized workforce. ASU 2017-01 is effective for fiscal years and interim periods within those years beginning after December 15, 2018. We currently do not expect ASU 2017-01 to have a material impact to our consolidated financial statements, but will apply the guidance upon adoption to business acquisitions, disposals and segment changes, if any.

In January 2017, the FASB issued ASU 2017-01, Business Combinations (Topic 805): Clarifying the Definition of a Business, which revises the definition of a business. To be considered a business, an acquisition would have to include an input and a substantive process that together significantly contribute to the ability to create outputs. To be a business without outputs, there will now need to be an organized workforce. ASU 2017-01 is effective for fiscal years and interim periods within those years beginning after December 15, 2018. The Company currently does not expect ASU 2017-01 to have a material impact to the Company's consolidated financial statements, but will evaluate the impact of adopting this standard prospectively upon any transactions of acquisitions or disposals of assets of businesses.

In March, 2016, the FASB issued ASU 2016-09, "Compensation — Stock Compensation (Topic 718): 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; (d) accounting for forfeitures of share-based payments. The ASU will be effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. The Group does not expect this standard to have a material impact on its consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash", which requires entities to include restricted cash and restricted cash equivalents in the cash and cash equivalent balances in the statement of cash flows. The ASU is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years, with early adoption permitted. The Group is currently evaluating the impact of the adoption on its consolidated financial statements.

In January 2017, the FASB issued ASU 2017-04, "Intangibles — Goodwill and Other (Topic 350): simplifying the test for goodwill impairment", the guidance removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. Goodwill impairment will now be the amount by which a reporting unit's carrying value exceeds its fair value, not the difference between the fair value and carrying amount of goodwill which was the step 2 test before. The ASU should be adopted on a prospective basis for the annual or any interim goodwill impairment tests beginning after December 15, 2019. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The Group is currently evaluating the impact of adopting this standard on its consolidated financial statements.

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3 Certain risks and concentration

(a) PRC regulations

The Chinese market in which the Company operates poses certain macro-economic and regulatory risks and uncertainties. These uncertainties extend to the ability of the Company to engage in online marketing businesses through contractual arrangements in the PRC since the internet and marketing services industries remain regulated. The Company conducts certain of its operations in China through its variable interest entity, which it consolidates as a result of a series contractual arrangements enacted. Though the PRC has, since 1978, implemented a wide range of market-oriented economic reforms, continued reforms and progress towards a full market-oriented economy are uncertain. In addition, the telecommunication, information, and media industries remain highly regulated. Restrictions are currently in place and are unclear with respect to which segments of these industries foreign owned entities, like the Company, may operate. The Chinese government may issue from time to time new laws or new interpretations on existing laws to regulate areas such as telecommunication, information and media. Regulatory risk also encompasses the interpretation by the tax authorities of current tax laws, and the Group's legal structure and scope of operations in the PRC, which could be subject to further restrictions resulting in limitations on the Company's ability to conduct business in the PRC. There are uncertainties regarding the interpretation and application of current and future PRC laws, rules and regulations, including but not limited to the laws, rules and regulations governing the validity and enforcement of the contractual arrangements with consolidated VIE. The Company believes that the structure for operating its business in China (including the ownership structure and the contractual arrangements with the consolidated VIE is in compliance with all applicable existing PRC laws, rules and regulations, and does not violate, breach, contravene or otherwise conflict with any applicable PRC laws, rules or regulations. However, the Company cannot assure that the PRC regulatory authorities will not adopt any new regulation to restrict or prohibit foreign investments in the online marketing business through contractual arrangements in the future or that it will not determine that the ownership structure and contractual arrangements violate PRC laws, rules or regulations. If the Company and its consolidated VIE are found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities would have broad discretion in dealing with such violations, including:

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

If the imposition of any of these penalties precludes the Company from operating its business, it would no longer be in a position to generate revenue or cash from it. If the imposition of any of these penalties causes the Company to lose its rights to direct the activities of its consolidated VIEs or its rights to receive its economic benefits, the Company would no longer be able to consolidate these entities, and its financial

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3 Certain risks and concentration (Continued)

(a) PRC regulations (Continued)

statements would no longer reflect the results of operations from the business conducted by VIEs except to the extent that the Company receives payments from VIEs under the contractual arrangements. Either of these results, or any other significant penalties that might be imposed on the Company in this event, would have a material adverse effect on its financial condition and results of operations. Nevertheless, the laws and regulations that imposed restrictions on foreign ownership in advertising companies, including the Administrative Provisions on Foreign-Invested Advertising Enterprises were abolished in June 2015. To the extent any current or future business of OptAim VIE can be directly operated by the Company's wholly owned subsidiaries under PRC law, the Company is in the process of transferring such business to the Company's wholly owned subsidiaries. The Company expects that by the end of 2018, OptAim WFOE will replace OptAim VIE and its subsidiary as contracting party for their businesses that are operated by OptAim VIE and its subsidiary.

On January 19, 2015, the Ministry of Commerce of the PRC, or (the "MOFCOM") released on its Website for public comment a proposed PRC law (the "Draft FIE Law") that appears to include VIEs within the scope of entities that could be considered to be foreign invested enterprises (or "FIEs") that would be subject to restrictions under existing PRC law on foreign investment in certain categories of industry. Specifically, the Draft FIE Law introduces the concept of "actual control" for determining whether an entity is considered to be an FIE. In addition to control through direct or indirect ownership or equity, the Draft FIE Law includes control through contractual arrangements within the definition of "actual control". If the Draft FIE Law is passed by the People's Congress of the PRC and goes into effect in its current form, these provisions regarding control through contractual arrangements could be construed to reach the Group's VIE arrangement, and as a result the Group's VIE could become explicitly subject to the current restrictions on foreign investment in certain categories of industry. The Draft FIE Law includes provisions that would exempt from the definition of foreign invested enterprises entities where the ultimate controlling shareholders are either entities organized under PRC law or individuals who are PRC citizens.

The Draft FIE Law does not make clear how "control" would be determined for such purpose, and is silent as to what type of enforcement action might be taken against existing VIEs that operate in restricted industries and are not controlled by entities organized under PRC law or individuals who are PRC citizens. If a finding were made by PRC authorities under the Draft FIE Law if it becomes effective, that the Company's operation of certain of its operations and businesses through VIE violates the Draft FIE Law, regulatory authorities with jurisdiction over the licensing and operation of such operations and businesses may require the Company to take various actions as discussed in the paragraph above. The Group's management considers the possibility of such a finding by PRC regulatory authorities under the Draft VIE law, if it becomes effective, to be remote.

OptAim VIE holds assets that are important to the operation of the Group's business, including patents for proprietary technology and trademarks. If OptAim VIE falls into bankruptcy and all or part of its assets become subject to liens or rights of third-party creditors, the Group may be unable to conduct major part of its business activities in China, which could have a material adverse effect on the Group's future financial position, results of operations or cash flows. However, the Group believes this is a normal business risk many companies face. The Group will continue to closely monitor the financial conditions of OptAim VIE.

OptAim VIE's assets comprise both recognized and unrecognized revenue-producing assets. The recognized revenue-producing assets include leasehold improvements, computers and network equipment and self-developed computer software which are recognized in the Company's consolidated balance sheet. The

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3 Certain risks and concentration (Continued)

(a) PRC regulations (Continued)

unrecognized revenue-producing assets mainly consist of patents, trademarks and assembled workforce which are not recorded in the financial statements of OptAim VIE as it did not meet the recognition criteria set in ASC 350-30-25.

The following financial information of the OptAim VIE and its subsidiary excluding the intercompany items with the Company's subsidiaries was included in the accompanying financial statements as of and for the years ended December 31, 2015 and 2016:

	As of December 31,	
	2015	2016
Assets		
Current assets		
Cash and cash equivalents	6	1,046
Accounts receivable, net	4,866	8,129
Other current assets	15,212	17,761
Total current assets	20,084	26,936
Non-current assets		
Property and equipment, net	94	36
Other non-current assets	163	163
Total non-current assets	257	199
Total assets	20,341	27,135
Liabilities		
Current liabilities		
Accounts payable	426	28
Deferred revenue	6,668	11,878
Accrued liabilities and other current liabilities	66	404
Amounts due to a related party	46	—
Total current liabilities	7,206	12,310
Total liabilities	7,206	12,310

	For the year ended December 31,	
	2015	2016
Net revenues	11,653	52,215
Net profit/(loss)	(172)	(322)

	For the year ended December 31,	
	2015	2016
Net cash (used in)/provided by operating activities	(1,144)	1,043
Net cash used in investing activities	(19)	(3)
Net (decrease)/increase in cash and cash equivalents	(1,163)	1,040

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3 Certain risks and concentration (Continued)

(a) PRC regulations (Continued)

In accordance with the VIE arrangements, the Group has power to direct activities of the OptAim VIE, and can have assets transferred out of the OptAim VIE. Therefore, the Group considers that there is no assets of the OptAim VIE can be used only to settle their obligations.

(b) Foreign exchange risk

Assets and liabilities of non-US$ functional currency entities are translated into US$ using the applicable exchange rates at the balance sheet date. Items in the statements of comprehensive loss are translated into US$ using the average exchange rate during the period. Equity accounts were translated at their historical exchange rates. The resulting translation adjustments are accumulated as a component of accumulated other comprehensive income on the consolidated statements of shareholders' deficit.

Certain of the Group's operating activities are transacted in Renminbi ("RMB"), which is not freely convertible into foreign currencies. All foreign exchange transactions take place either through the People's Bank of China or other banks authorized to buy and sell foreign currencies at the exchange rates quoted by the People's Bank of China.

The revenues and expenses of the Group's subsidiaries and the VIE in the PRC are generally denominated in RMB and their assets and liabilities are denominated in RMB. RMB is not freely convertible into foreign currencies, and remittances of foreign currencies into the PRC and exchange of foreign currencies into RMB require approval by foreign exchange administrative authorities and certain supporting documentation. The State Administration for Foreign Exchange, under the authority of the People's Bank of China, controls the conversion of RMB into other currencies. Approval of foreign currency payments by the People's Bank of China or other regulatory institutions requires submitting a payment application form together with suppliers' invoices and signed contracts. The value of RMB is subject to changes in central government policies and to international economic and political developments affecting supply and demand in the China Foreign Exchange Trading System market.

Certain of the Group's operating activities are transacted in Hong Kong Dollars ("HK$"). Foreign exchange risk arises from future commercial transactions, recognized assets and liabilities and net investments in foreign operations. The Group considers the foreign exchange risk in relation to transactions denominated in HK$ with respect to US$ is not significant as HK$ is pegged to US$.

(c) Fair value measurement

Fair value reflects the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Company considers the principal or most advantageous market in which it would transact and considers assumptions that market participants would use when pricing the asset or liability.

The Company applies a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. There are three levels of inputs that may be used to measure fair value:

Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

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3 Certain risks and concentration (Continued)

(c) Fair value measurement (Continued)

Level 2 applies to assets or liabilities for which there are inputs other than quoted prices included within Level 1 that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3 applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

The estimated fair values of the Company's financial assets and liabilities classified under the appropriate level of the fair value hierarchy as described above was as follows:

		Fair value measurements using		
	Total fair value	Quoted prices in active market for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant Unobservable inputs (Level 3)
As of December 31, 2015				
Cash and cash equivalents	10,395	10,395	—	—
Restricted cash	1,000	1,000	—	—
Short-term investments	1,552	—	—	1,552
Bank borrowings	8,542	—	8,542	—
Derivative liabilities	63,724	—	—	63,724
As of December 31, 2016				
Cash and cash equivalents	27,280	27,280	—	—
Restricted cash	5,234	5,234	—	—
Bank borrowings	12,982	—	12,982	—
Derivative liabilities	60,525	—	—	60,525

(d) Concentration risk

(i) Concentration of revenues

For the year ended December 31, 2016, two individual customers accounted for 18% and 11% of the net revenue, respectively. No individual customer accounted for more than 10% of the net revenues for the year ended December 31, 2015.

(ii) Concentration of accounts receivable

The Group has not experienced any significant recoverability issue with respect to its accounts receivable. The Group conducts credit evaluations on its customers and generally does not require collateral or other security from such customers. The Group periodically evaluates the creditworthiness of the existing customers in determining an allowance for doubtful accounts primarily based upon the age of the receivables and factors surrounding the credit risk of specific customers.

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3 Certain risks and concentration (Continued)

(d) Concentration risk (Continued)

(ii) Concentration of accounts receivable (Continued)

As of December 31, 2015, one customer accounted for 13% of the consolidated accounts receivable. No individual customer accounted for more than 10% of the consolidated accounts receivable as of December 31, 2016. The top 10 accounts receivable accounted for 44% and 39% of the consolidated accounts receivable as of December 31, 2015 and 2016, respectively.

(ii) Credit risk

As of December 31, 2015 and 2016, substantially all of the Group's cash and cash equivalents were placed with financial institutions in Hong Kong and the PRC. Management chooses these institutions because of their reputations and track records for stability, and their known large cash reserves, and management periodically reviews these institutions' reputations, track records, and reported reserves. Management expects that any additional institutions that the Group uses for its cash and bank deposits will be chosen with similar criteria for soundness. The balances in the PRC are not insured since it is not a market practice in the PRC. Nevertheless under the PRC law, it is required that a commercial bank in the PRC that holds third party cash deposits should maintain a certain percentage of total customer deposits taken in a statutory reserve fund for protecting the depositors' rights over their interests in deposited money. PRC banks are subject to a series of risk control regulatory standards; PRC bank regulatory authorities are empowered to take over the operation and management of any PRC bank that faces a material credit crisis. The Group believes that it is not exposed to unusual risks as these financial institutions are PRC banks with high credit quality. The Group had not experienced any losses on its deposits of cash and cash equivalents during the years ended December 31, 2015 and 2016 and believes that its credit risk to be minimal.

4 Business Acquisition

The Company accounted for its acquisitions in accordance with ASC 805, "Business Combination" ("ASC 805"). The results of the acquirees' operations have been included in the consolidated financial statements since the acquisition date. The excess of the fair value of the acquired entities over the fair value of net tangible and intangible assets acquired was recorded as goodwill, which is not deductible for corporate income taxation purposes.

(a) Acquisition of Buzzinate

In November 2014, the Company entered into a SPA with Buzzinate and its shareholders and acquired 33.3% equity interest in Buzzinate as the first tranche, at a cash consideration of US$750. In the SPA, the Company has also agreed to purchase up to 57.1% equity interests in Buzzinate in stages from April 2015 to April 2016, and there was an agreement to purchase the remaining 42.9% equity interests in Buzzinate when the purchase of equity interests up to 57.1% was completed.

Pursuant to the SPA, the Company had an option to accelerate the completion dates of the remaining tranches by paying the cash consideration upon exercising the option. On February 13, 2015, the Company acquired in one go the equity interests in Buzzinate of the remaining five tranches at cash considerations of US$250 for each tranche purchased, and exercised the option to acquire the remaining equity interests in Buzzinate by issuing 142,151 shares of the Company which amounted to US$2,027. Buzzinate then became a wholly owned subsidiary of the Company.

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4 Business Acquisition (Continued)

(a) Acquisition of Buzzinate (Continued)

The movement of carrying value of the equity method investment in Buzzinate from January 1, 2015 to February 13, 2015 (the "period") is as follows:

Balance at beginning of the period	533
Share of loss of equity investee for the period	(38)
Balance at February 13, 2015	495
Fair value gain on re-measurement of equity investee	1,161
	1,656

Fair value of consideration transferred:

Cash	1,250
Ordinary shares of the Company	2,027
Total	3,277
Fair value of previously held interest in Buzzinate	1,656

Recognised amounts of identifiable assets acquired and liabilities assumed:

Cash	1,439
Other current assets	207
Property and equipment	375
Intangible asset	644
Current liabilities	(529)
Deferred tax liabilities	(161)
Total identifiable net assets acquired	1,975
Goodwill (Note 12)	2,958
Total purchase consideration, net of cash acquired	3,494

The excess of purchase price over tangible assets and identifiable intangible assets acquired and liabilities assumed was recorded as goodwill. Goodwill associated with acquisition of Buzzinate was attributable to the expected synergy arising from the consolidated operations. The acquired goodwill is not deductible for tax purposes. Acquisition-related costs were insignificant and were included in general and administrative expenses for the year ended December 31, 2015.

In determining the fair value of previously held interest in Buzzinate, a business valuation of Buzzinate was undertaken by management with the assistance of an external valuer. Significant factor, assumptions and methodologies used in determining the business valuation include applying the discounted cash flow approach. Such approach involves certain significant estimates, which are terminal growth rate of 3.0%, weighted average cost of capital of 18.6%, and growth rate on average spending per customer ranges from 3.0% to 10.0%.

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4 Business Acquisition (Continued)

(a) Acquisition of Buzzinate (Continued)

In determining the fair value of the intangible asset, an income approach was used. In this approach, significant estimates consist of discount rate of 19.6% and growth rate on average spending per customer ranges from 3.0% to 10.0%. The estimated amounts recognized on the acquired identifiable intangible asset and its estimated useful life are shown in the following table:

	Estimated useful life	Gross carrying amount US$'000
A self-developed computer software and systems	5 years	644

Pro-forma results related to the acquisition in accordance with ASC 805 have not been presented because the acquisition of Buzzinate is not material, where net revenue and net loss of the acquired entities are less than 5% of the Company's consolidated net revenue and net loss for the corresponding year.

(b) Acquisition of OptAim

In July 2015, the Company acquired 100% equity interest of OptAim from several independent third parties. OptAim, through its VIE and its underlying subsidiary, is engaged in the provision of online and mobile marketing services in the PRC. The Company expects to increase its market shares in the PRC online marketing segment, particularly in relation to mobile platforms.

The total purchase consideration for all the equity interest of OptAim amounted to US$67,620. This is comprised of cash consideration of US$15,976, 2,535,091 shares of the Company amounted to US$50,843 and fair value of replacement awards attributable to pre-acquisition services amounted to US$801.

The acquisition was recorded as a business combination. The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition:

Fair value of consideration transferred:

Cash	15,976
Ordinary shares of the Company	50,843
Fair value of replacement awards attributable to pre-acquisition services	801
	67,620

Recognised amounts of identifiable assets acquired and liabilities assumed:

Cash	1,301
Other current assets	13,193
Property and equipment	84
Intangible asset	20,100
Current liabilities	(7,571)
Deferred tax liabilities	(5,025)
Total identifiable net assets acquired	22,082
Goodwill (Note 12)	45,538
Total purchase consideration, net of cash acquired	50,343

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4 Business Acquisition (Continued)

(b) Acquisition of OptAim (Continued)

As of December 31, 2015, purchase consideration payable of US$15,976 was settled and there is no adjustment to the purchase consideration amounts.

The excess of purchase price over tangible assets, identifiable intangible asset acquired and liabilities assumed was recorded as goodwill. Goodwill associated with the acquisition of OptAim was attributable to the expected synergy arising from the consolidated marketing operations. The acquired goodwill is not deductible for tax purposes. Acquisition-related costs were immaterial and were included in general and administrative expenses for the year ended December 31, 2015.

In determining the fair value of shares of the Company issued as part of the consideration of acquiring OptAim, a business valuation of the Company was performed by management with the assistance of an external valuer. Significant factors, assumptions and methodologies used in determining the business valuation include applying the discounted cash flow approach. Such approach involves certain significant estimates. They are terminal growth rate of 3.0%, weighted average cost of capital of 16.1%, and growth rate on average spending per customer ranges from 1.0% to 4.0%.

In determining the fair value of the intangible asset, an income approach was used. In this approach, significant estimates consist of discount rate of 20.6% and a growth rate on average spending per customer ranges from 3.0% to 8.0%. The estimated amounts recognized on the acquired identifiable intangible asset and its estimated useful life are shown in the following table:

	Estimated useful life	Gross carrying amount US$'000
A self-developed computer software and systems	5 years	20,100

Unaudited pro forma operating results for the Company, assuming the acquisition of OptAim occurred on January 1, 2015 is as follows:

	For the year ended December 31, 2015
Net revenues	69,025
Net loss	(39,688)
Net loss per share	(3.80)
Diluted loss per share	(3.80)

The Company did not have any material, non-recurring pro-forma adjustments directly attributable to the business combination reflected in the reported pro-forma net revenue and net loss.

The pro forma information is not necessarily indicative of the actual results that would have been achieved had OptAim acquisition occurred as of January 1, 2015 or the results that may be achieved in future periods.

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5 Cash and cash equivalents

Cash and cash equivalents represent cash on hand, cash held at bank, and time deposits placed with banks or other financial institutions, which have original maturities of three months or less. Cash on hand and cash held at bank balance as of December 31, 2015 and 2016 primarily consist of the following currencies:

	As of December 31,			
	2015		2016	
	Amount	US$'000 equivalent	Amount	US$'000 equivalent
RMB	43,725	6,762	67,697	9,771
HK$	10,044	1,294	15,666	2,019
US$	1,268	1,268	15,064	15,064
SGD	726	515	235	165
TWD	16,383	528	2,855	88
Euro ("EUR")	2,854	2	125	133
Others	17	26	292	40
		10,395		27,280

6 Restricted cash

The Group's restricted cash amounting to US$1,000 and US$5,234 as of December 31, 2015 and 2016, respectively, represented balance held in a restricted bank account pursuant to certain short term loan agreements (see Note 15 for details). The restricted cash is held in US$ and carries fixed interest at the rate of 0.55% and 0.05% per annum as of December 31, 2015 and 2016, respectively.

7 Short-term investments

	As of December 31,	
	2015	2016
Investment in treasury instruments	1,552	—

The investments were issued by commercial banks in Hong Kong with a variable interest rate. Since these investments' maturity dates are within one year, they are classified as short-term investments.

Interest income generated from short-term investments are recorded using the effective interest method. It was recorded in "other losses, net" on the consolidated statement of comprehensive loss.

8 Accounts receivable, net

	As of December 31,	
	2015	2016
Accounts receivable, gross	30,156	32,387
Less: allowance for doubtful accounts	(1,733)	(1,693)
Accounts receivable, net	28,423	30,694

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8 Accounts receivable, net (Continued)

The following table presents the movement in the allowance for doubtful accounts:

	For the years ended December 31,	
	2015	2016
Balance at the beginning of year	608	1,733
Additions for the year	1,885	99
Recoveries	(185)	—
Accounts receivable written off	(544)	(99)
Exchange differences	(31)	(40)
Balance at the end of year	1,733	1,693

9 Other assets

The other assets consist of the following:

	As of December 31,	
	2015	2016
Current		
Deposits	3,158	2,202
Prepayments	240	417
VAT receivable	466	372
Others	217	64
	4,081	3,055
Non-current		
Prepayment for acquisition of fixed assets	—	122
Rental deposits	225	249
	225	371

10 Property and equipment, net

Property and equipment consist of the following:

	As of December 31,	
	2015	2016
Cost:		
Office equipment	3,899	4,629
Leasehold improvements	1,650	1,653
Furniture and fixtures	476	747
Total cost	6,025	7,029
Less: Accumulated depreciation	(3,011)	(4,519)
Exchange differences	(72)	(192)
Property and equipment, net	2,942	2,318

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10 Property and equipment, net (Continued)

Depreciation expense recognized for the years ended December 31, 2015 and 2016 are summarized as follows:

	For the years ended December 31,	
	2015	2016
Cost of revenues	9	11
Research and development	161	199
Sales and marketing expenses	662	838
General and administrative expenses	306	464
Total	1,138	1,512

11 Intangible assets, net

Intangible assets consist of the following:

	As of December 31,	
	2015	2016
Cost:		
Computer software	21,557	21,576
Less: Accumulated amortization		
Computer software	(2,461)	(6,773)
Exchange differences	(1)	1
Intangible assets, net	19,095	14,804

Amortization expense recognized for the years ended December 31, 2015 and 2016 are summarized as follows:

	For the years ended December 31,	
	2015	2016
Cost of revenues	1,874	4,149
Research and development	30	28
Sales and marketing expenses	16	19
General and administrative expenses	123	116
	2,043	4,312

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11 Intangible assets, net (Continued)

The estimated aggregate amortization expense for each of the next five years as of December 31, 2016 is:

	Computer software
2017	4,219
2018	4,160
2019	4,150
2020	2,275
2021	—
	14,804

12 Goodwill

Movements on goodwill during the year were as follows:

	Buzzinate	OptAim	Total
Balance as of January 1, 2015	—	—	—
Goodwill arising from acquisition during the year (Note 4)	2,958	45,538	48,496
Balance as of December 31, 2015 and 2016	2,958	45,538	48,496

Goodwill is not deductible for tax purposes. The Group performs the annual impairment test on December 31 of each year. Based on the impairment tests performed, no impairment of goodwill was recorded for all years presented.

13 Customer deposits

	As of December 31,	
	2015	2016
Customer deposits, current	14,935	25,697

14 Accrued liabilities and other current liabilities

	As of December 31,	
	2015	2016
Rebates payable to customers	4,488	5,214
VAT and other taxes payable	1,026	1,679
Security deposit received from customers	1,037	772
Accrued employee benefits	3,223	3,257
Accrued professional fees	1,610	1,544
Accrued marketing and hosting expense	2,340	1,424
Others	1,084	1,201
	14,808	15,091

15 Bank borrowings

	As of December 31, 2015	2016
1-year revolving loan denominated in RMB (Note (i), (viii))	4,639	4,330
1-year revolving loan denominated in US$ (Note (ii), (viii))	2,950	2,950
Short-term loan denominated in RMB (Note (iii))	953	—
2-year demand loan agreement denominated in US$ (Note (iv), (viii))	—	1,083
6-month revolving loan denominated in RMB (Note (v))	—	1,444
1-year revolving loan denominated in RMB (Note (vi), (viii))	—	1,732
3-month loan denominated in RMB (Note (vii), (viii))	—	1,443
	8,542	12,982

(i) On December 21, 2015, the Company, through its PRC subsidiaries, entered into a one-year revolving loan agreement with a bank amounting to RMB30 million (equivalent to US$4,639). The interest rate of this loan facility was the benchmark interest rate determined by the People's Bank of China for loans over one year granted by financial institutions plus 1.65% per annum. The Company, through its PRC subsidiary, renewed the one-year revolving loan agreement with the bank on December 19, 2016. The interest rate remained as the benchmark interest rate determined by the People's Bank of China for loans over one year granted by financial institutions plus 1.65% per annum.

(ii) On December 21, 2015, the Company, through its Hong Kong subsidiaries, entered into a one-year loan agreement with a bank amounting to US$3,000. Out of this loan facility, the Hong Kong subsidiary had utilized US$2,950 as of December 31, 2015 and 2016. The Company, through its Hong Kong subsidiary, renewed the one-year revolving loan agreement with the bank on December 19, 2016. The interest rate of this short-term loan facility was determined by three-month LIBOR plus 5.75% for the years ended December 31, 2015 and 2016.

(iii) On December 28, 2015, the Company, through its PRC subsidiary, obtained a short-term loan facility amounting to RMB20 million (equivalent to US$3,093) granted by the bank. Out of this credit facility, the PRC subsidiary had utilized US$953 as of December 31, 2015 with approximately US$2,140 remained unutilized. The interest rate of this bank loan was the benchmark interest rate determined by the People's Bank of China for loans over six months granted by financial institutions plus 20.0% per annum. The bank loan had a maturity period of six months and such loan was finally settled on June 28, 2016. Restricted cash amounting to US$1,000 was held in a restricted bank account as required by this loan agreement as of December 31, 2015.

(iv) On January 20, 2016, the Company, through its Hong Kong subsidiaries, entered into a two-year loan agreement with a bank amounting to US$2,000. Out of this loan facility, the Hong Kong subsidiaries had utilized US$1,083 as of December 31, 2016. The interest rate of this loan was the benchmark interest rate determined by three-month LIBOR plus 7.00% per annum for the year ended December 31, 2016. The bank facility agreement includes repayable on demand clauses such that the bank borrowing are classified as current liabilities as of December 31, 2016.

(v) On May 20, 2016, the Company, through its PRC subsidiary, entered into a six-month revolving loan agreement with a bank of limit up to RMB20 million. Out of this loan facility, the PRC subsidiary had utilized RMB10 million (equivalent to US$1,444) as of 31 December 2016. The interest rate of this loan facility was the benchmark interest rate determined by the People's Bank of China for loans over six months granted by financial institutions plus 20.0% per annum. Restricted cash amounting to

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15 Bank borrowings (Continued)

US$1,568 was held in a restricted bank account as required by this loan agreement as of December 31, 2016.

(vi) On July 28, 2016, the Company, through its PRC subsidiary, entered into a one-year revolving loan agreement with a bank amounting to a total of RMB12 million (equivalent to US$1,732). The interest rate of this loan facility was the benchmark interest rate determined by the People's Bank of China for loans over one year granted by financial institutions plus 0.435% per annum. Restricted cash amounting to US$2,000 was held in a restricted bank account as required by this loan agreement as of December 31, 2016.

(vii) On November 14, 2016, the Company, through its PRC subsidiary, entered into a three-month revolving loan agreement with a bank amounting to a total of RMB10 million (equivalent to US$1,443). The interest rate of this loan facility was the benchmark interest rate determined by the People's Bank of China for loans over three months granted by financial institutions plus 0.435% per annum. Restricted cash amounting to US$1,666 was held in a restricted bank account as required by this loan agreement as of December 31, 2016.

(viii) As of December 31, 2015 and 2016, certain financial covenants (minimum monthly adjusted quick ratio and minimum quarterly EBITDA as defined in the banking facilities agreements) as set out in these loan agreements have been breached. The relevant subsidiaries have obtained waiver letters for waiving the requirements to meet the financial covenants such that the bank cannot demand for immediate repayment.

The weighted average interest rate for bank loans outstanding as of December 31, 2015 and 2016 was 6.03% and 5.99% per annum, respectively.

16 Redeemable convertible preferred shares

Series A preferred shares

On February 17, 2010, the Company entered into an agreement ("Series A Agreement") to issue Series A preferred shares and preferred share warrants to a third-party investor ("Investor A") for a total cash consideration of US$1,200. Accordingly, the Company issued 1,142,857 Series A preferred shares at US$1.05 per share; and warrants to purchase 342,857 Series A preferred shares at US$1.05 per share ("Series A Warrants") at the option of Investor A. Pursuant to the Series A Agreement, the Company also granted an option, exercisable within one year from the date of agreement, to Investor A where the Company would issue 761,905 Series A preferred shares at US$1.05 per share ("Series A-1 preferred shares") and warrants to purchase 228,571 Series A preferred shares at US$1.05 per share ("Series A-1 Warrants") at the option of Investor A. On September 29, 2010, Investor A exercised the option and the Group received a total consideration of US$800. During the year ended December 31, 2013, both Series A Warrants and Series A-1 Warrants were fully exercised.

Series B preferred shares

On February 21, 2011, the Company entered into agreements ("Series B Agreements") to issue Series B preferred shares and preferred share warrants to two other third-party investors ("Investors B") for an aggregate cash consideration of US$7,000. Pursuant to the Series B Agreements, the Company issued 1,266,667 Series B preferred shares at US$5.53 per share; and warrants to purchase 542,858 Series B

16 Redeemable convertible preferred shares (Continued)

Series B preferred shares (Continued)

preferred shares at US$5.53 per share ("Series B Warrants") at the option of Investors B. During the year ended December 31, 2013, the Series B Warrants were fully exercised.

On May 16, 2011, the Company entered into an agreement ("Series B-1 Agreement") to issue additional Series B preferred shares to another third-party investor ("Investor B-1") for a total consideration of US$4,285 ("Series B-1 preferred shares"). Pursuant to the Series B-1 Agreement, the Company issued 723,808 Series B-1 preferred shares at US$5.92 per share.

On September 24, 2015, the Company repurchased from Investor B-1 723,808 Series B-1 preferred shares at a consideration of US$11,581.

For accounting purposes, the Company determined the per share fair value of Series B-1 preferred shares to be US$19.58 on September 24, 2015, the date of repurchase. The per share repurchase price of US$16.00 was mutually negotiated at the time of the repurchase transaction. There were no other arrangements with Investor B-1. Investor B-1 was willing to sell its Series B-1 preferred shares at the US$16.00 per share price as it would provide liquidity to Investor B-1. For the Series B-1 preferred shares repurchased, the Company recorded the excess of purchase price over the carrying value of US$2,591 to accumulated deficit as deemed contribution from Series B-1 preferred shareholders.

Series C preferred shares

On December 16, 2013, the Company entered into an agreement ("Series C Agreement") to issue Series C preferred shares to another third-party investor ("Investor C") for a total cash consideration of US$13,000. Pursuant to the Series C Agreement, the Company issued 1,599,186 Series C preferred shares at US$8.13 per share.

Series D preferred shares

On December 30, 2014, the Company entered into an agreement ("Series D Agreement") to issue Series D preferred shares to another third-party investor ("Investor D") for a total cash consideration of US$48,000. Pursuant to the Series D Agreement, the Company issued 2,493,018 Series D preferred shares at US$19.25 per share.

The Company was also obligated to issue additional Series D preferred shares to Investor D at no consideration, the total number of which is based on a formula stipulated in the agreement, if the gross billing of the Group as defined in the Series D Agreement for the year ended December 31, 2015 is less than US$85,000. Considering the gross billing of the Group as defined in the Series D Agreement for the year ended December 31, 2015 was more than US$85,000, no additional Series D preferred shares were issued. Furthermore, the Company determines that the fair value of this obligation is zero as of December 31, 2015.

Series E preferred shares

On December 28, 2016, the Company entered into an agreement ("Series E Agreement") to issue Series E preferred shares to another third-party investor ("Investor E") for a total cash consideration of US$20,000. Pursuant to the Series E Agreement, the Company issued 1,068,114 Series E preferred shares at US$18.72 per share.

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16 Redeemable convertible preferred shares (Continued)

Series E preferred shares (Continued)

The key terms of the Series A, B, C, D and E preferred shares are as follows:

Dividend rights

Subject to the approval and declaration by the Board of Directors, the holders of the preferred shares are entitled to receive dividends in the following order:

- Series E preferred shareholders are entitled to receive dividends at an amount equal to 8% of the issue price prior to and in preference to any dividend on the Series D preferred Shares, Series B preferred shares, Series A preferred shares, Series C preferred shares and ordinary shares or any other class or series of shares
- the Series D preferred shareholders are entitled to receive dividends at an amount equal to 8% of the issue price prior to and in preference to any dividends on the Series B, Series A and Series C preferred shares and ordinary shares or any other class or series of shares;
- the Series B preferred shareholders are entitled to receive dividends at an amount equal to 8% of the issue price prior to and in preference to any dividends on the Series A and Series C preferred shares and ordinary shares or any other class or series of shares;
- the Series A preferred shareholders are entitled to receive dividends at an amount equal to 8% of the issue price prior to and in preference to any dividends on the Series C preferred shares and ordinary shares or any other class or series of shares;
- any remaining dividends shall be distributed on a pro rata basis to holders of all the preferred shares and ordinary shares on a fully diluted and as-if converted basis.

Voting rights

The holders of the Series A, B, C, D and E preferred shares shall be entitled to such number of votes equal to the whole number of ordinary shares into which such Series A, B, C, D and E preferred shares are convertible.

Liquidation preference

In the event of a liquidating transaction as defined in the Company's Memorandum and Articles of Association as 1) a winding up or other dissolution of the Company or any of its subsidiaries, 2) a merger or acquisition of the Company or any of its subsidiaries in which the shareholders of the Company do not directly or indirectly own a majority of the outstanding shares of the surviving corporation, 3) a sale of all or substantially all of the assets of the Company or assets of its subsidiaries, or 4) government policies promulgated or interpreted after the closing that prohibit investment or exit of the Company by foreign investors, provided, that, in the case of 2) and 3), only when such merger, acquisition or sale implies a valuation of the Company on a fully diluted basis of less than US$550,000, available assets and funds are distributed as following manner.

The holders of Series E, Series D, Series B and Series A preferred shares are entitled to receive an amount equal to i) 110% prior to or on December 28, 2017 or ii) 120% from January 1, 2018, 150%, 150% and

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16 Redeemable convertible preferred shares (Continued)

Liquidation preference (Continued)

200%, respectively, of the issue price as defined in the Company's Memorandum and Articles of Association (adjusted for share dividends, splits, combinations, recapitalizations or similar events, and plus all accrued or declared but unpaid dividends thereon minus all paid cash or non-cash dividends and distributions paid thereon since issue date). If the assets of the Company shall be insufficient to make the payment of the amount in full, then the assets of the Company shall be distributed ratably to the holders of preferred shares in proportion to the amount each holder would otherwise be entitled to receive in order of 1) Series E, 2) Series D, 3) Series B and then 4) Series A.

If the liquidating transaction is a qualified merger or acquisition of the Company in which the shareholders of the Company do not directly or indirectly own a majority of the outstanding shares of the surviving corporation or a sale of all or substantially all of the assets of the Company, in each case, which implies i) an equity valuation of the Group of US$300,000 or higher, the distribution to the holders of Series B and Series A preferred shares shall be reduced to 0% of issue price or ii) an equity valuation of the Group of US$250,000 or higher, but lower than US$300,000, the distribution to the holders of Series B and Series A preferred shares shall be reduced to 100% of issue price as defined in the Company's Memorandum and Articles of Association.

After the full amount has been paid to holders of Series E, Series D, Series B and Series A, any remaining funds or assets of the Company legally available for distribution shall be distributed pro rata among the holders of preferred shares on an as-converted basis together with the holders of the ordinary shares.

Conversion rights

Each share of the Series A, B, C, D and E preferred shares is convertible at the option of the holder, at any time after the issuance of such shares, and each share can be converted into one ordinary share of the Company. The conversion is subject to adjustments for certain events, including but not limited to additional equity securities issuance share dividends, distribution, subdivisions, redemptions, combinations, or consolidation of ordinary shares. The conversion price is also subject to adjustment in the event the Company issues additional ordinary shares at a price per share that is less than such conversion price. In such case, the conversion price shall be reduced to adjust for dilution on a weighted average basis.

In addition, each share of the Series A, B, C, D and E preferred shares would automatically be converted into ordinary shares of the Company (i) upon the closing of an initial public offering of the Company's shares or (ii) upon the election of holders of at least a majority of the then issued and outstanding preferred shares, voting together as a single class on an as-if-converted basis.

Anti-dilution provision

Pursuant to the provisions of Series B Agreement, there is an anti-dilution provision which prevents the original ownership interest of ordinary shares, Series B preferred shares and Series B preferred share warrants (as if converted into Series B preferred shares) owned by Investors B to be diluted.

In May 2011, the Company issued 457,611 ordinary shares of the Company to Mr. Cong and Mr. Liu in exchange for Mr. Cong and Mr. Liu would procure the grant of an exclusive reseller agreement from Baidu Online Network Technology (Beijing) Co. Ltd. ("Baidu") for Hong Kong, Macau, Taiwan and Singapore for a period up to December 31, 2012. In accordance with the Series B Agreement, the issuance of the

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16 Redeemable convertible preferred shares (Continued)

Anti-dilution provision (Continued)

ordinary shares was considered an event which triggered the anti-dilution provision. As a result, the Company was required to issue additional 100,452 ordinary shares and 55,807 Series B preferred shares and to amend the conversion price of Series B preferred share warrants to maintain the original ownership interests of these ordinary shares, preferred shares and preferred shares warrants owned by Investors B. There were no beneficial conversion features for the issuance of additional Series B preferred shares and the value of the additional ordinary shares and Series B preferred shares issued amounted to US$421 and US$320, respectively, was charged to additional paid-in capital as a deemed dividend.

Although the anti-dilution provision was triggered in May 2011, the Company only issued the additional ordinary shares and Series B preferred shares in May 2013. Accordingly, the Company recorded such obligation to issue additional ordinary shares and Series B preferred shares as liabilities until the corresponding ordinary shares and preferred shares were issued in May 2013.

Redemption right

The Series A and B preferred shares are redeemable at any time after the earlier of: (i) the 4th anniversary of the closing of sale and purchase of the Series A Agreement and Series B Agreement, respectively; or (ii) the occurrence of a material breach as defined in the subscription agreements.

The holders of Series C preferred shares can redeem the preferred shares at any time after the earlier of: (i) the 2nd anniversary of the closing of sale and purchase of the Series C Agreement; (ii) the occurrence of any liquidating transaction as defined in the subscription agreements; (iii) Mr. Hsieh, Wing Hong Sammy, ceasing to exert day-to-day management and operational control over the Group; or (iv) any holder of the Series B preferred shares or the Series A preferred shares or the Series D preferred shares or the Series E preferred shares electing for redemption.

The holders of Series D preferred shares can redeem the preferred shares at any time after the earlier of: (i) the 2nd anniversary of the closing of sale and purchase of the Series D preferred shares; (ii) the occurrence of any liquidating transaction as defined in the subscription agreements; (iii) Mr. Hsieh, Wing Hong Sammy, ceasing to exert day-to-day management and operational control over the Group; (iv) the occurrence of material breach of any warranty and covenants specified in the Series D Agreement; or (v) any holder of the Series A, Series B, or Series C preferred shares electing for redemption.

The holders of Series E preferred shares can redeem the preferred shares at any time after the earlier of: (i) the occurrence of any liquidating transaction as defined in the subscription agreements; (i) the failure of the Group to achieve the following targets: (1) the audited consolidated revenues from the principal business (excluding any non-operating and non-recurring revenue) of the Group as of and for the twelve months ending on December 31, 2017 being no less than US$200,000; and (2) the audited consolidated revenues from the principal business (excluding any non-operating and non-recurring revenue) of the Group as of and for the twelve months ending on December 31, 2018 being no less than US$300,000; (iii) the termination of the employment with the relevant Group Company by Mr. Hsieh, Wing Hong Sammy, Tang Jian or Lee, Yanshu before the consummation of a Qualified IPO as defined in the Company's Memorandum and Articles of Association (i.e. the first firm commitment underwritten registered public offering by the Company of its ordinary shares for its own account that results in such securities being listed or registered on NASDAQ, New York Stock Exchange, Hong Kong Stock Exchange, the Shenzhen Stock Exchange, Shanghai Stock Exchange or such other international recognized stock exchange approved in writing by

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16 Redeemable convertible preferred shares (Continued)

Redemption right (Continued)

certain of its preferred shareholders with an implied market capitalization of the Company immediately prior to such offering of not less than US$600 million; and which results in aggregate net proceeds to the Company of not less than US$150 million); (iv) the failure of the Company to consummate a Qualified IPO prior to or on June 30, 2018 (iv) the occurrence of material breach of any warranty and covenants specified in the Series E Agreement; or (v) any holder of the Series A, Series B, Series C or Series D preferred shares electing for redemption.

The redemption price for Series A and B preferred shares is equal to the greater of (1) 200% or 150%, respectively, of the original issue price (plus all declared but unpaid dividends) or (2) the fair market value of the preferred shares subject to redemption as determined by an independent appraiser. With respect to the redemption price for Series C preferred shares, it is equal to 200% of the original issue price (proportionally adjusted for share splits and stack dividends). For the redemption price for Series D preferred shares, it shall be equal to the greater of (1) a price reflecting an implied valuation (on a fully-diluted basis) of the Company at US$500,000, (2) the highest redemption price that would have been received by any other shareholders of the Company if their shares have become redeemable (proportionally adjusted for share splits and stack dividends), or (3) a price reflecting the implied valuation (on a fully-diluted basis) of the Company used in any liquidating transaction as defined in the Company's Memorandum and Articles of Association. For the redemption price for Series E preferred shares is equal to the greater of (1) 100% of the Series E issue price, plus 9.5% annual compound interest thereon calculated from the Series E original issue date to the date of receipt of the Series E redemption price, plus all declared but unpaid dividends thereon to the date of redemption, proportionally adjusted for stock splits, stock dividends, and the like, or (2) the highest redemption price that would have been received by any other shareholder of the Company if their shares have become redeemable, proportionally adjusted for stock splits, stock dividends, or (3) a price reflecting the implied valuation (on a fully-diluted basis) of the Company used in any Liquidating Transaction as defined in the Company's Memorandum and Articles of Association.

Upon the completion of Series D Agreement, the redemption date of Series A, A-1, B, B-1 and C preferred share was changed to December 30, 2016. The redemption date of Series A, A-1, B, C and D preferred share was further changed to December 28, 2018 upon the completion Series E Agreement. Such change was considered as a modification and no gain or loss was recorded. However, considered the modification was occurred in connection with the issuance of Series D preferred shares and Series E preferred shares, there was a transfer of value from the existing preferred shareholders to new preferred shareholders and ordinary shareholders. With respect to the modification relating to the issuance of Series D preferred share, the transfer of value was considered insignificant. For the modification relating to the issuance of Series E preferred share, the transfer of value was recorded from additional paid in capital to retained earnings. Furthermore, due to the change of redemption date of Series C preferred share to December 28, 2018, the corresponding derivatives liabilities relating to the redemption feature were reclassified from current liabilities to non-current liabilities as of December 31, 2016.

The Company has determined that the Series A, A-1, B, B-1, C, D and E preferred shares should be classified as mezzanine equity after considering the features of the preferred shares as described above. The conversion features and redemption features as mentioned below, Series A Warrants, Series A-1 Warrants and Series B Warrants are initially measured at its fair value and the initial carrying value for Series A, A-1, B, B-1, C, D and E preferred shares is allocated on a residual basis as the warrants are liability classified. There were no beneficial conversion features for the Series A, A-1, B, B-1, C, D and E preferred shares.

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16 Redeemable convertible preferred shares (Continued)

Redemption right (Continued)

The Company has determined that conversion feature embedded in the Series A, A-1, B, B-1, D and E preferred share is required to be bifurcated and accounted for as derivative liabilities as the economic characteristics and risks of the embedded conversion are not clearly and closely related to that of the preferred shares and there is a mechanism in place for net settlement. However, Series C preferred shares does not have a mechanism in place for net settlement and therefore, bifurcation is considered unnecessary.

The Company has also determined the redemption feature embedded in the Series C, D and E preferred shares is required to be bifurcated and accounted for as derivative liabilities as the economic characteristics and risk of the embedded redemption features are not clearly and closely related to that of the preferred shares. For Series A, A-1, B and B-1 preferred shares, the corresponding redemption feature is not required to be bifurcated and accounted for as derivative liabilities as the economic characteristic and risk of the embedded redemption feature are clearly and closely related to that of the preferred shares.

As of December 31, 2015 and 2016, the fair values of these conversion features and redemption features which required to be bifurcated and accounted for as derivative liabilities are as follows:

	Years ended December 31,	
	2015	2016
Financial derivatives — conversion features	61,049	56,916
Financial derivatives — redemption features	2,675	3,968
	63,724	60,884
Less: current portion	(63,724)	(60,525)
Non-current portion	—	359

Due to the redemption features described above with respect to Series A, A-1, B and B-1 preferred shares, the Company recognizes the changes in the redemption value immediately as they occur by way of accreting their respective carrying amounts to the redemption value to the first redemption date, using the effective interest method. The accretion is 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 of the Company.

In determining the fair value of these preferred shares for purposes of determining the conversion feature and redemption feature as of December 31, 2015 and 2016, a business valuation of the Company was estimated. Significant factors, assumptions and methodologies used in determining the business valuation include applying the discounted cash flow approach, and such approach involves certain significant estimates which are as follows:

	Years ended December 31,	
	2015	2016
Terminal growth rate	3.0%	3.0%
Weighted average cost of capital	16.2%	18.3%
Growth rate on average spending per customer	2.2% - 22.7%	3.0% - 19.0%

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16 Redeemable convertible preferred shares (Continued)

Series A

	Years ended December 31,	
	2015	2016
Beginning balance	5,179	5,487
Accretion to redemption value	308	110
Ending balance	5,487	5,597

Series B

	Years ended December 31,	
	2015	2016
Beginning balance	20,932	9,145
Accretion to redemption value	2,385	662
Buy back of preference shares	(14,172)	—
Ending balance	9,145	9,807

Series C

	Years ended December 31,	
	2015	2016
Carrying amount	10,733	10,733

Series D

	Years ended December 31,	
	2015	2016
Carrying amount	43,956	43,956

Series E

	Years ended December 31,	
	2015	2016
Issuance of preferred shares	—	18,845

The Company has determined that there was no beneficial conversion feature attributable to the Series A, A-1, B, B-1, C, D and E preferred shares because the accounting conversion of these preferred shares upon issuance were higher than the fair value of the Company's ordinary shares as determined by the Company with the assistance from an independent valuation.

17 Redeemable ordinary shares

On December 30, 2014, concurrent with the issuance of Series D preferred shares to Investor D, the Company issued 742,320 ordinary shares to Investor D at US$16.17 per share, of which 99,022 shares were transferred from treasury shares held by the Company and 643,298 shares were newly issued shares. The aggregate consideration was US$12,000.

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17 Redeemable ordinary shares (Continued)

Investor D shall have an option to require the Company to repurchase all of the ordinary shares if a qualified IPO is not consummated by the 2nd anniversary of the closing of sale and purchase of the Series D preferred shares. The redemption price shall equal to the issue price, plus accrued interest at a non-compound interest rate of 18% per annum for each of 2015 and 2016, and 12% per annum for 2017. The redeemable date of the ordinary shares was further changed to December 28, 2018 upon the completion of Series E Agreement. The change in value of such modification was insignificant.

As these ordinary shares are contingently redeemable, they are classified as mezzanine equity. The Company recognizes the accretion charge using the effective interest method.

18 Ordinary shares

The Company's Memorandum and Articles of Association authorizes the Company to issue 38,350,000 and 37,150,000 shares of US$0.001 par value per ordinary share as of December 31, 2015 and 2016, respectively. Each ordinary share is entitled to one vote in shareholders meeting of the Company. The holders of ordinary shares are also entitled to receive dividends whenever funds are legally available and when declared by the board of directors, which is subject to the approval by the holders of the number of ordinary shares and Series A, B, C, D and E preferred shares representing a majority of the aggregate voting power of all outstanding shares. As of December 31, 2015 and 2016, there were 14,465,124 and 14,970,029 ordinary shares outstanding, respectively.

At the time the Company adopted the 2010 Employee Share Option Plan (the "2010 Share Option Plan"), the Company, together with the then shareholders, also decided to allot ordinary shares with par value of US$0.001 to Arda Holdings Limited ("Arda"), a British Virgin Islands company owned by the Group's chairman and chief executive officer at no consideration. Arda will only hold these ordinary shares on trust for the benefit of the employees who are under the 2010 Share Option Plan and the dealing of these ordinary shares is under the direction of the board of directors of the Company. The Company considered Arda to be a variable interest entity as this entity has no equity at risk. The Company further considered that it is the primary beneficiary because the purchase of Arda is to hold treasury shares on behalf of the Company and the dealings of those transactions are under the direction of the Company's board of directors. Given the structure of this arrangement, while these ordinary shares have been legally issued, they do not bear the attributes of unrestricted, issued and outstanding shares. Therefore, the ordinary shares issued to Arda are accounted for as treasury shares of the Company until these ordinary shares are earned by the Company's employees, officers, directors or consultants for service provided to the Group. The Company allotted 627,811 shares during the year the 2010 Share Option Plan was adopted, and 1,293,364 and 788,459 shares during the year ended December 31, 2015 and 2016 to Arda. Arda does not hold any other assets or liabilities as at December 31, 2015 and 2016, nor earn any income nor incur any expenses for the years ended December 31, 2015 and 2016.

In addition to the share allotted to Arda which are accounted for as treasury shares, the Company has also purchased certain ordinary shares from shareholders during the year ended December 31, 2015 and they are summarized as follows:

Purchase date	Purchase consideration	Shares purchased
January 2015	7,500	484,286

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19 Share-based compensation

(a) Share option plan

The Company's 2010 Share Option Plan provides for the grant of incentive share options to the Company's employees, officers, directors or consultants. The Company's board of directors administers the 2010 Share Option Plan, selects the individuals to whom options will be granted, determines the number of options to be granted, and the term and exercise price of each option.

During the years ended December 31, 2015 and 2016, the Company granted share options to non-employees, employees, officers and directors of the Group. These options were granted with exercise prices denominated in the US$, which is the functional currency of the Company. The table below sets forth information regarding share options granted over the years:

Grant Date	Number of shares	Term (year)	Vesting period (year)	Exercise price at grant date (US$)
January 1, 2015 (Note ii)	6,000	0.16	0.00	6.0000
January 1, 2015 (Note ii)	18,500	0.16	0.00	1.8227
January 1, 2015 (Note ii)	11,938	0.16	0.00	2.1669
January 1, 2015	206,845	10.01	4.00	8.1300
February 1, 2015 (Note i)	10,000	10.17	4.16	16.1700
June 30, 2015	36,000	10.01	4.00	16.1700
July 6, 2015	25,000	10.25	4.24	20.0000
July 6, 2015	15,000	11.25	5.24	20.0000
August 1, 2015 (Note iii)	58,058	10.01	1.67	0.3224
August 1, 2015 (Note iv)	25,308	10.01	1.75	0.4299
August 1, 2015 (Note v)	7,444	10.01	2.25	0.8598
August 1, 2015 (Note vi)	49,871	10.01	2.33	1.0748
August 1, 2015 (Note vii)	32,750	10.01	2.67	1.2897
August 1, 2015 (Note vii)	10,421	10.01	2.67	0.4299
August 1, 2015 (Note viii)	82,995	10.01	3.33	1.6122
August 1, 2015 (Note ix)	11,165	10.01	3.42	0.2687
August 1, 2015 (Note x)	78,156	10.01	3.67	2.6869
August 1, 2015 (Note xi)	147,007	10.01	3.83	4.0304
August 1, 2015 (Note xii)	21,884	10.01	4.00	5.3739
December 31, 2015	113,311	10.01	0.00	0.0100
April 1, 2016	32,200	10.25	4.00	20.0000
April 1, 2016	79,116	10.25	4.00	6.0000
July 1, 2016	10,000	10.00	4.00	20.0000
July 1, 2016	1,000	10.00	4.00	12.0000

(i) The Company modified certain terms of the options previously granted which these modifications were related to either the vesting period or the exercise price. The incremental costs resulting from such modifications were assessed to be insignificant.

(ii) These share options were granted to employees for their past services and immediately vested on grant date. The holders of the options are entitled to exercise the vested options during January 1, 2015 to February 28, 2015.

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19 Share-based compensation (Continued)

(a) Share option plan (Continued)

(iii) 58.33% of the options were vested on August 1, 2015 and the remaining 41.67% of the options are vested over a 1.67 years period starting from August 1, 2015 to March 31, 2017. The holders of the options are entitled to exercise the vested options during the first five business days of January, April, July and October until the expiration date — August 1, 2025 of the share option.

(iv) 56.25% of the options were vested on August 1, 2015 and the remaining 43.75% of the options are vested over a 1.75 years period starting from August 1, 2015 to April 30, 2017. The holders of the options are entitled to exercise the vested options during the first five business days of January, April, July and October until the expiration date — August 1, 2025 of the share option.

(v) 43.75% of the options were vested on August 1, 2015 and the remaining 56.25% of the options are vested over a 2.25 years period starting from August 1, 2015 to October 31, 2017. The holders of the options are entitled to exercise the vested options during the first five business days of January, April, July and October until the expiration date — August 1, 2025 of the share option.

(vi) 41.67% of the options were vested on August 1, 2015 and the remaining 58.3% of the options are vested over a 2.33 years period starting from August 1, 2015 to November 30, 2017. The holders of the options are entitled to exercise the vested options during the first five business days of January, April, July and October until the expiration date — August 1, 2025 of the share option.

(vii) 33.67% of the options were vested on August 1, 2015 and the remaining 66.33% of the options are vested over a 2.67 years period starting from August 1, 2015 to March 31, 2018. The holders of the options are entitled to exercise the vested options during the first five business days of January, April, July and October until the expiration date — August 1, 2025 of the share option.

(viii) 16.67% of the options were vested on August 1, 2015 and the remaining 83.33% of the options are vested over a 3.33 years period starting from August 1, 2015 to November 30, 2018. The holders of the options are entitled to exercise the vested options during the first five business days of January, April, July and October until the expiration date — August 1, 2025 of the share option.

(ix) 14.58% of the options were vested on August 1, 2015 and the remaining 85.42% of the options are vested over a 3.42 years period starting from August 1, 2015 to December 31, 2018. The holders of the options are entitled to exercise the vested options during the first five business days of January, April, July and October until the expiration date — August 1, 2025 of the share option.

(x) 8.33% of the options were vested on August 1, 2015 and the remaining 91.67% of the options are vested over a 3.67 years period starting from August 1, 2015 to March 31, 2019. The holders of the options are entitled to exercise the vested options during the first five business days of January, April, July and October until the expiration date — August 1, 2025 of the share option.

(xi) 4.17% of the options were vested on August 1, 2015 and the remaining 95.83% of the options are vested over a 3.83 years period starting from August 1, 2015 to May 31, 2019. The holders of the options are entitled to exercise the vested options during the first five business days of January, April, July and October until the expiration date — August 1, 2025 of the share option.

(xii) The options are vested over a 4 years period starting from August 1, 2015 to May 31, 2019. The holders of the options are entitled to exercise the vested options during the first five business days of January, April, July and October until the expiration date — August 1, 2025 of the share option.

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19 Share-based compensation (Continued)

(a) Share option plan (Continued)

The following table summarizes the share option activity for the years ended December 31, 2015 and 2016:

	Number of shares	Weighted average exercise price ($)	Weighted average grant date fair value (US$)	Weighted average remaining contractual life (years)	Aggregate intrinsic value (US$'000)
Outstanding at January 1, 2015	876,052	5.13		8.22	7,854
Granted	967,653	4.58	14.66		
Exercised	(127,997)	2.91			
Forfeited	(123,265)	6.12			
Outstanding at December 31, 2015	1,592,443	4.90		8.58	23,641
At January 1, 2016	1,592,443	4.90		8.58	23,641
Granted	122,316	10.42	13.81		
Exercised	(68,135)	2.51			
Forfeited	(154,439)	7.14			
At December 31, 2016	1,492,185	5.23		7.80	18,631
Vested and expected to vest at December 31, 2016	1,083,293	4.25	9.64	7.15	14,494
Exercisable to vest at December 31, 2016	928,597	3.68	10.77	7.44	12,615

Forfeitures are estimated at the time of grant. If necessary, forfeitures are revised in subsequent periods if actual forfeitures differ from those estimates. Based upon the Company's historical and expected forfeitures for share options granted, the directors of the Company estimated that its future forfeiture rate would be 34% and 9% for employees and 26% and 0% for senior management in 2015 and 2016 respectively.

The aggregate intrinsic value in the table above represents the difference between the estimated fair value of the Company's ordinary shares as of December 31, 2015 and 2016 and the exercise price.

All share-based payments to employees are measured based on their grant-date fair values. Compensation expense is recognized based on the vesting schedule over the requisite service period. Total fair values of options vested and recognized as expenses as of December 31, 2015 and 2016 were US$6,494 and US$3,688 respectively.

As of December 31, 2015 and 2016, there were 150,000 share options granted to certain employees which the vesting was subject to the earlier occurrence of any of the following events, either: the Company being approved to be listed on a stock exchange with an expected market capitalization of no less than US$500,000; or (ii) a merger or acquisition of the Company or any of its subsidiaries at a valuation of US$500,000 or above in which the shareholders of the Company shall no longer hold a majority of the outstanding shares of the surviving corporation; or (iii) the Company achieves a gross profit of US$50,000, for the financial year ended December 31, 2015.

As of December 31, 2015 and 2016, there were US$5,439 and US$5,647 of unrecognized share-based compensation expenses related to share options, which were expected to be recognized over a weighted-average vesting period of 2.51 and 2.20 years, respectively. To the extent the actual forfeiture rate is different from the Company's estimate, the actual share-based compensation related to these awards may be different from the expectation.

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19 Share-based compensation (Continued)

(a) Share option plan (Continued)

The binomial option pricing model is used to determine the fair value of the share options granted to employees and non-employees. The fair values of share options granted during the years ended December 31, 2015 and 2016 were estimated using the following assumptions:

Grant Date	Risk-free interest rate (Note i)	Dividend yield (Note ii)	Volatility rate (Note iii)	Expected term (in years) (Note iv)
January 1, 2015	0.09%	0%	47.34%	NA
January 1, 2015	2.37%	0%	53.47%	NA
February 1, 2015	1.88%	0%	54.55%	NA
June 30, 2015	2.57%	0%	52.87%	NA
July 6, 2015	2.53%	0%	52.60%	NA
July 6, 2015	2.58%	0%	52.64%	NA
August 1, 2015	2.34%	0%	52.78%	NA
December 31, 2015	2.52%	0%	55.54%	NA
April 1, 2016	2.00%	0%	49.37%	NA
July 1, 2016	1.62%	0%	50.52%	NA

Notes:

(i) The risk-free interest rate of periods within the contractual life of the share option is based on the yield of US Treasury Strips sourced from Bloomberg as of the valuation dates.
(ii) The Company has no history or expectation of paying dividends on its ordinary shares.
(iii) Expected volatility is estimated based on the average of historical volatilities of the comparable companies in the same industry as at the valuation dates.
(iv) The time to expire is assumed to be the option's contractual term while early exercise multiples, being 2.2x and 2.8x for general staff and management staff, respectively, and post-vesting employment termination behavior have been factored into the model to derive the fair values of the share options.

(b) Repurchase of shares from a shareholder

During 2015, the Company repurchased 318,931 shares from a shareholder with an amount of US$4,138 who is also an employee of the Company. The excess of the consideration paid over the fair value of the shares amounting to US$179 was recognized as expenses as of December 31, 2015.

(c) Issuance of shares to certain employees with performance conditions

On December 28, 2016, the Company authorized and communicated the issuance of restricted ordinary shares of 1,068,114 and 801,086 of the Company to certain employees upon fulfillment of certain performance conditions for the fiscal years of 2017 and 2018, respectively and these employees have to be remained employed by the Company. Considering the likelihood of achieving the performance conditions are not probable as of December 31, 2016, no share-based compensation expense has been recorded. Total fair value of these shares were US$32,869. Significant factors, assumptions and methodologies used in determining the business valuation include applying the discounted cash flow approach, and such approach involves certain significant estimates. They are terminal growth rate of 3.0%, weighted average cost of

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19 Share-based compensation (Continued)

(c) Issuance of shares to certain employees with performance conditions (Continued)

capital of 18.3% and growth rate on average spending per customer ranges from 3.0% to 19.0%. In addition, none of these restricted ordinary shares were vested, forfeited, and expired during the year ended December 31, 2016.

(d) Issuance of shares to certain employees

On December 28, 2016, the Company and three of the Company's shareholders agreed to transfer a total of 998,338 shares of the Company's ordinary shares held by them to certain employees of the Company at no cost for services previously provided for. The fair value of the shares transferred and the corresponding share-based compensation expense and additional paid in capital was US$17,555 and included in general and administrative expenses. In determining the fair value of shares of the Company transferred to these employees, a business valuation of the Company was performed by management with the assistance of an external valuer. Significant factors, assumptions and methodologies used in determining the business valuation include applying the discounted cash flow approach, and such approach involves certain significant estimates. They are terminal growth rate of 3.0%, weighted average cost of capital of 18.3% and growth rate on average spending per customer ranges from 3.0% to 19.0%.

Total compensation costs recognized for the years ended December 31, 2015 and 2016 are as follows:

	For the year ended December 31,	
	2015	2016
Cost of revenues	80	52
Research and development	1,526	985
Sales and marketing	4,099	2,160
General and administrative expenses	789	18,047
Total	6,494	21,244

20 Other gains/(losses), net

	For the year ended December 31,	
	2015	2016
Fair value gain on re-measurement of previously held equity interests in Buzzinate (Note 4(a))	1,161	—
Net exchange loss	(923)	(1,147)
Management fee income	375	—
Others	178	65
Total	791	(1,082)

21 Income tax

(i) Cayman Islands

Under the current tax laws of Cayman Islands, the Company and its subsidiaries are not subject to tax on income or capital gains. Besides, upon payment of dividends by the Company to its shareholders, no Cayman Islands withholding tax will be imposed.

(ii) Hong Kong profits tax

Entities incorporated in Hong Kong are subject to Hong Kong profits tax at a rate of 16.5% on the estimated assessable profit for the years ended December 31, 2015 and 2016.

(iii) PRC Enterprise Income Tax ("EIT")

The Company's subsidiaries and VIEs in China are governed by the Enterprise Income Tax Law ("EIT Law"). Pursuant to the EIT Law and its implementation rules, enterprises in China are generally subjected to tax at a statutory rate of 25%.

In addition, according to the EIT Law and its implementation rules, foreign enterprises, which have no establishment or place in the PRC but derive dividends, interest, rents, royalties and other income (including capital gains) from sources in the PRC shall be subject to PRC withholding tax ("WHT") at 10% (a further reduced WHT rate may be available according to the applicable double tax treaty or arrangement). The 10% WHT is applicable to any dividends to be distributed from the Group's PRC subsidiaries to the Group's overseas companies unless otherwise exempted pursuant to applicable tax treaties or tax arrangements between the PRC government and the government of other jurisdiction which the WHT is reduced to 5%.

Although there are undistributed earnings of the Company's subsidiaries in the PRC that are available for distribution to the Company, the undistributed earnings of the Company's subsidiaries located in the PRC are considered to be indefinitely reinvested, because the Group does not have any present plan to pay any cash dividends on its ordinary shares in the foreseeable future and intends to retain most of its available funds and any future earnings for use in the operation and expansion of its business. Accordingly, no deferred tax liability has been accrued for the Chinese dividend withholding taxes that would be payable upon the distribution of those amounts to the Company as of December 31, 2015 and 2016. The undistributed earnings from the Company's subsidiaries in the PRC as of December 31, 2015 and 2016 amounted US$222 and US$305 would be due if these earnings were remitted as dividends as of December 31, 2015 and 2016. An estimated foreign withholding taxes of US$22 and US$31 would be due if these earnings were remitted as dividends as of December 31, 2015 and 2016, respectively.

Composition of income tax expense

The current and deferred portions of income tax expense included in the consolidated statements of comprehensive loss are as follows:

	As of December 31,	
	2015	2016
Current income tax expense	737	1,283
Deferred tax benefits	(1,292)	(1,061)
Income tax (benefit)/expense	(555)	222

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21 Income tax (Continued)

(iii) PRC Enterprise Income Tax ("EIT") (Continued)

Deferred tax assets and liabilities

Deferred taxes were measured using the enacted tax rates for the periods in which they are expected to be reversed. The tax effects of temporary differences that give rise to the deferred tax asset balances as of December 31, 2015 and 2016 are as follows:

	As of December 31,	
	2015	2016
Deferred tax assets — current		
Tax losses carried forward	76	—
Deferred tax assets — non-current		
Tax losses carried forward	5,804	6,838
Share-based payments	646	682
Less: Valuation allowance	(5,804)	(6,838)
	646	682
	722	682
Deferred tax liabilities — current		
Acquired intangible assets	(1,039)	(1,039)
Others	(22)	(28)
	(1,061)	(1,067)
	---	---
Deferred tax liabilities — non-current		
Acquired intangible assets	(3,677)	(2,638)
Others	(28)	—
	(3,705)	(2,638)
	---	---
	(4,766)	(3,705)

(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 future. In making such determination, the Group considered factors including future taxable income exclusive of reversing temporary differences and tax loss carry forwards. Valuation allowance was provided for net operating loss carry forward because it was more likely than not that such deferred tax assets will not be realized based on the Group's estimate of its future taxable income. If events occur in the future that allow the Group to realize more of its deferred income tax than the presently recorded amounts, an adjustment to the valuation allowances will result in a decrease in tax expense when those events occur.

Movement of valuation allowance is as follows:

	December 31,	
	2015	2016
Beginning balance	3,462	5,804
Additions	2,342	1,034
Ending balance	5,804	6,838

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21 Income tax (Continued)

(iii) PRC Enterprise Income Tax ("EIT") (Continued)

Tax loss carryforwards

As of December 31, 2015 and 2016, the Group had tax loss carryforwards of approximately US$24,356 and US$28,201, respectively, which can be carried forward to offset future taxable income. The net operating tax loss carry forwards will begin to expire as follows:

	2015	2016
2016	286	—
2017	3,321	1,993
2018	1,746	1,630
2019	2,423	1,709
2020	13,226	12,344
2021	—	8,025
Tax loss with no expiry	3,354	2,500
	24,356	28,201

In accordance with PRC Tax Administration Law on the Levying and Collection of Taxes, the PRC tax authorities generally have up to five years to claw back underpaid tax plus penalties and interest for PRC entities' tax filings. In the case of tax evasion, which is not clearly defined in the law, there is no limitation on the tax years open for investigation. Accordingly, the PRC entities' tax years from 2010 to 2016 remain subject to examination by the tax authorities. There were no ongoing examinations by tax authorities as of December 31, 2015 and 2016.

Reconciliation between the expense of income taxes computed by applying the statutory tax rate to loss before income taxes and the actual provision for income taxes is as follows:

	For the years ended December 31,	
	2015	2016
Tax benefit calculated at Hong Kong statutory tax rate (Note i)	(6,553)	(4,509)
Effect of differences between Hong Kong statutory tax rate and foreign effective tax rates	(527)	213
Non-taxable other income	(448)	(738)
Non-deductible expenses	4,684	4,208
Valuation allowance	2,342	1,034
Others	(53)	14
Income tax (benefit)/expense	(555)	222

Note:

(i) The Group's major operation, prior to the acquisition of OptAim, was conducted out of Hong Kong. Accordingly, the Group prepared its tax rate reconciliation starting with the Hong Kong statutory tax rate.

22 Basic and diluted net loss per share

(a) Revision to previously issued financial statements

These financial statements as of and for the year ended December 31, 2015 are being revised to correct misstatements related to the accounting of the deemed contribution in calculating the basic and diluted loss per share. As previously reported, the Company accounted for the difference of US$2,591 between the purchase price over the carrying value of Series B-1 preferred shares as deemed contribution from the Series B-1 preferred shareholders during the year ended December 31, 2015 and such deemed contribution was not accounted for in calculating the basic and diluted loss per share. The Company has revised the accounting treatment to account for the deemed contribution in calculating the basic and diluted loss per share.

The revision only has impact to the consolidated statements of comprehensive loss and is reflected in the following table:

	For the year ended December 31, 2015		
Consolidated Statements of Comprehensive Loss	As Previously Reported US$'000	Revision US$'000	As Revised US$'000
Net loss attributable to iClick Interactive Asia Group Limited's ordinary shareholders	(44,388)	2,591	(41,797)
Net loss per share attributable to iClick Interactive Asia Group Limited			
— Basic	(3.81)	0.23	(3.58)
— Diluted	(3.81)	0.23	(3.58)

(b) Basic and diluted net loss per share

Basic and diluted net loss per share for the years ended December 31, 2015 and 2016 are calculated as follows:

	For the years ended December 31,	
	2015	2016
Numerator:		
Net loss attributable to ordinary shareholders of the Company	(39,714)	(27,330)
Accretion of convertible redeemable preferred shares redemption value	(2,692)	(773)
Accretion to redeemable ordinary shares redemption value	(1,982)	(1,556)
Deemed contribution from Series B-1 preferred shareholders	2,591	—
Numerator of basic net loss per share	(41,797)	(29,659)
Denominator:		
Denominator for basic and diluted net loss per share		
— weighted average shares outstanding	11,661,049	13,151,063
Basic net loss per share	(3.58)	(2.26)
Diluted net loss per share	(3.58)	(2.26)

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22 Basic and diluted net loss per share (Continued)

(b) Basic and diluted net loss per share (Continued)

The Company's preferred shares are participating securities and as such would be included in the calculation of basic earnings per share under the two-class method. According to the contractual terms of the preferred shares, the preferred shares do not have a contractual obligation to share in the losses of the Company. Therefore no loss was allocated to the preferred shares in the computation of basic loss per share for the years ended December 31, 2015 and 2016.

The preferred shares, share options and preferred share warrants were excluded from the computation of diluted net loss per ordinary share for the periods presented because including them would have had an anti-dilutive effect.

The following ordinary shares equivalent were excluded from the computation of diluted net loss per ordinary share for the periods presented because including them would have had an anti-dilutive effect:

	As of December 31,	
	2015	2016
Preferred shares — weighted average (thousands)	8,458	8,469
Share options — weighted average (thousands)	1,194	1,091
Redeemable ordinary shares — weighted average (thousands)	742	742

23 Related party transactions

As of December 31, 2015 and 2016, the amount due to a related party was as follows:

	December 31,	
	2015	2016
Amount due to a related party		
Amount due to a director	46	—

The amount due to a director represents cash advances from a director which was unsecured, interest-free and is repayable on demand. The amount due to a director has been settled during the year ended December 31, 2016.

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24 Segment

The Company considers operating segments to be components of the Company in which separate financial information is available that is evaluated regularly by the Company's chief operating decision maker in deciding how to allocate resources and in assessing performance. The chief operating decision maker for the Company is the Chief Executive Officer. The Chief Executive Officer reviews financial information presented on a consolidated basis for purposes of allocating resources and evaluating financial performance. The Company has one business activity, and there are no segment managers who are held accountable for operations, operating results or plans for levels or components below the consolidated unit level. Accordingly, the Company has determined that it has a single operating and reportable segment. Revenue generated for the respective countries are summarized as follows:

	For the years ended December 31,	
	2015	2016
PRC	30,505	71,214
Hong Kong	34,442	22,766
Others	295	1,377
	65,242	95,357

The Group's long-lived assets are located in the following countries:

	As of December 31,	
	2015	2016
PRC	1,907	1,666
Hong Kong	985	637
Others	50	15
	2,942	2,318

25 Commitments and contingencies

(a) Operating lease commitments

The Group leases facilities under non-cancellable operating leases expiring on different dates. The terms of substantially all of these leases are two years or less. Payments under operating leases are expensed on a straight-line basis over the periods of the respective leases.

Total office rental expenses under all operating leases were US$2,636,718 and US$3,024,404 for the years ended December 31, 2015 and 2016, respectively.

As of December 31, 2016, future minimum payments under non-cancellable operating leases for office rental consist of the following:

2017	2,065
2018	1,435
	3,500

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25 Commitments and contingencies (Continued)

(b) Purchase commitments

As of December 31, 2015 and 2016, no purchase commitments were related to the purchase of space for its online marketing services.

(c) Litigation

In the ordinary course of the business, the Group is subject to periodic legal or administrative proceedings. As of December 31, 2015 and 2016, the Group is not a party to any legal or administrative proceedings which will have a material adverse effect on the Group's business, financial position, results of operations and cash flows.

26 Unaudited pro forma balance sheet and net loss per share

Upon the completion of a qualified initial public offering, the Series A, B, C, D and E preferred shares shall automatically be converted into ordinary shares. The unaudited pro-forma balance sheet as of December 31, 2016 assumes a qualified initial public offering has occurred and presents an adjusted financial position as if the conversion of all outstanding Series A, B, C, D and E preferred shares into ordinary shares at the conversion ratio as described in Note 16 to the consolidated financial statements occurred on December 31, 2016.

The unaudited pro-forma basic and diluted net loss per share reflecting the effect to conversion of all outstanding Series A, B, C, D and E preferred shares into ordinary shares into ordinary shares as if the conversion had occurred at the beginning of the year, or the date of issuance, whichever is later:

	For the year ended December 31, 2016
Numerator:	
Net loss attributable to iClick Interactive Asia Group Limited	(29,659)
Accretion to convertible redeemable shares redemption value	773
Accretion to redeemable ordinary shares redemption value	1,556
Fair value gain in derivatives liabilities	(3,995)
Numerator for pro-forma basic and diluted net loss per share	(31,325)
Denominator:	
Weighted average number of ordinary shares outstanding	13,151,063
Pro-forma effect of the conversion of Series A preferred shares	2,493,018
Pro-forma effect of the conversion of Series B preferred shares	1,599,186
Pro-forma effect of the conversion of Series C preferred shares	1,889,249
Pro-forma effect of the conversion of Series D preferred shares	2,476,190
Pro-forma effect of the conversion of Series E preferred shares	1,068,114
Pro-forma effect of redeemable ordinary shares	742,320
Denominator for pro-forma basic and diluted net loss per share	23,419,140
Pro-forma net loss per share:	
Basic	(1.34)
Diluted	(1.34)

iCLICK INTERACTIVE ASIA GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

26 Unaudited pro forma balance sheet and net loss per share (Continued)

The potentially dilutive securities that were not included in the calculation of above pro-forma dilutive net loss per share in the period presented where their inclusion would be anti-dilutive include options to purchase ordinary shares of 1,091,088, for the year ended December 31, 2016 on a weighted average basis.

27 Subsequent events

The Group evaluated subsequent events through May 18, 2017, the date on which these financial statements were issued.

28 Restricted net assets

Relevant PRC laws and regulations permit payments of dividends by the Group's subsidiary and the VIE incorporated in the PRC only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. In addition, the Group's subsidiary and the VIE in the PRC are required to annually appropriate 10% of their net after-tax income to the statutory general reserve fund prior to payment of any dividends, unless such reserve funds have reached 50% of their respective registered capital. As a result of these and other restrictions under PRC laws and regulations, the Group's subsidiary and the VIE subsidiary incorporated in the PRC are restricted in their ability to transfer a portion of their net assets to the Company either in the form of dividends, loans or advances. There are no significant differences between US GAAP and PRC accounting standards in connection with the reported net assets of the legally owned subsidiary in the PRC and the VIE. Even though the Company currently does not require any such dividends, loans or advances from the PRC entities for working capital and other funding purposes, the Company may in the future require additional cash resources from them due to changes in business conditions, to fund future acquisitions and development, or merely to declare and pay dividends or distributions to our shareholders. Except for the above, there is no other restriction on use of proceeds generated by the Group's subsidiary and the VIE to satisfy any obligations of the Company.

As of December 31, 2015 and 2016, the total restricted net assets of the Company's subsidiaries, OptAim VIE and its subsidiary incorporated in PRC and subjected to restriction amounted to approximately US$3,714 and US$4,297, respectively. Even though the Company currently does not require any such dividends, loans or advances from the PRC entities for working capital and other funding purposes, the Company may in the future require additional cash resources from them due to changes in business conditions, to fund future acquisitions and development, or merely to declare and pay dividends or distributions to its shareholders. Except for the above and the amounts classified as restricted cash of US$1,000 and US$5,234 as of December 31, 2015 and 2016, respectively, there is no other restriction on the use of proceeds generated by the Company's subsidiaries, VIEs and VIE subsidiaries to satisfy any obligations of the Company.

iCLICK INTERACTIVE ASIA GROUP LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

ADDITIONAL INFORMATION: CONDENSED FINANCIAL STATEMENTS OF PARENT COMPANY

Rules 12-04(a) and 4-08(e)(3) of Regulation S-X require condensed financial information as to the financial position, cash flows and results of operations of a parent company as of and for the same periods for which the audited consolidated financial statements have been presented when the restricted net assets of the consolidated and unconsolidated subsidiaries together exceed 25% of consolidated net assets as of the end of the most recently completed fiscal year.

The following condensed financial statements of the Company have been prepared using the same accounting policies as set out in the Company's consolidated financial statements except that the Company used the equity method to account for its investment in its subsidiaries and VIEs. Such investment is presented on the separate condensed balance sheets of the Company as "Investment in subsidiaries and VIEs" and "Accumulated losses in excess of investment in subsidiaries and VIEs." The Company, its subsidiaries and VIEs were included in the consolidated financial statements whereby the inter-company balances and transactions were eliminated upon consolidation. The Company's share of income from its subsidiaries and VIEs is reported as share of income from subsidiaries and VIEs in the condensed financial statements.

The Company is a Cayman Islands company and, therefore, is not subjected to income taxes for all years presented. The footnote disclosures contain supplemental information relating to the operations of the Company and, as such, these statements should be read in conjunction with the notes to the consolidated financial statements of the Company. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted.

As of December 31, 2015 and 2016, there were no material commitments or contingencies, significant provisions for long-term obligations or guarantees of the Company, except for those which have been separately disclosed in the consolidated financial statements, if any.

Inter-company charges, share-based compensation and other miscellaneous expenses for the years ended December 31, 2015 and 2016, which were previously recognized at the parent company level, had been pushed down to the WFOE/VIE level given the majority of services were provided to the WFOE/VIE entities.

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONDENSED BALANCE SHEETS
AS OF DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	As of December 31,	
	2015	2016
Assets		
Current assets		
Cash and cash equivalents	56	12,005
Amounts due from subsidiaries and VIEs	39,284	47,006
Other assets	13	15
Total current assets	39,353	59,026
Non-current asset		
Investments in subsidiaries and VIEs	55,011	45,050
Total assets	94,364	104,076
Liabilities, mezzanine equity and shareholders' deficit		
Current liabilities		
Accrued liabilities and other current liabilities	1,124	1,012
Derivative liabilities	63,724	60,525
Amounts due to subsidiaries and VIEs	2,235	2,109
Total current liabilities	67,083	63,646
Non-current liabilities		
Derivative liabilities	—	359
Total non-current liabilities	—	359
Total liabilities	67,083	64,005
Commitments and contingencies	—	—

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONDENSED BALANCE SHEETS (CONTINUED)
AS OF DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	2015	2016
Mezzanine equity		
Series A convertible redeemable preferred shares (US$0.001 par value; 2,500,000 shares authorized as of December 31, 2015 and 2016, respectively; 2,476,190 shares issued and outstanding as of December 31, 2015 and 2016, respectively; redemption amount of US$7,393 and US$6,737 as of December 31, 2015 and 2016, respectively)	5,487	5,597
Series B convertible redeemable preferred shares (US$0.001 par value; 3,000,000 shares authorized as of December 31, 2015 and 2016, respectively; 1,889,249 shares issued and outstanding as of December 31, 2015 and 2016, respectively; redemption amount of US$14,441 and US$14,625 as of December 31, 2015 and 2016, respectively)	9,145	9,807
Series C convertible redeemable preferred shares (US$0.001 par value; 1,650,000 shares authorized as of December 31, 2015 and 2016, respectively; 1,599,186 shares issued and outstanding as of December 31, 2015 and 2016, respectively; redemption amount of US$20,636 and US$22,288 as of December 31, 2015 and 2016, respectively)	10,733	10,733
Series D convertible redeemable preferred shares (US$0.001 par value; 4,500,000 shares authorized as of December 31, 2015 and 2016, respectively; 2,493,018 shares issued and outstanding as of December 31, 2015 and 2016, respectively; redemption amount of US$55,944 and US$58,874 as of December 31, 2015 and 2016, respectively)	43,956	43,956
Series E convertible redeemable preferred shares (US$0.001 par value; 1,200,000 shares authorized as of December 31, 2016; 1,068,114 shares issued and outstanding as of December 31, 2016; redemption amount of US$20,000 as of December 31, 2016)	—	18,845
Redeemable ordinary shares (US$0.001 par value; 742,320 shares issued and outstanding as of December 31, 2015 and 2016, respectively)	13,889	15,445
Total mezzanine equity	83,210	104,383
Shareholders' deficit		
Ordinary shares	13	14
Treasury shares	(9,783)	(2,468)
Other shareholders' deficit	(46,159)	(61,858)
Total shareholders' deficit	(55,929)	(64,312)
Total liabilities, mezzanine equity and shareholders' deficit	94,364	104,076

iCLICK INTERACTIVE ASIA GROUP LIMITED

CONDENSED STATEMENTS OF COMPREHENSIVE LOSS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2016
(US$'000, except share data and per share data, or otherwise noted)

	For the years ended December 31,	
	2015	2016
Operating expenses		
General and administrative expenses	(7,455)	(21,655)
Total operating expenses	(7,455)	(21,655)
Operating loss		
Other gains, net	101	145
Fair value (loss)/gain on derivative liabilities	(19,390)	3,995
Loss from subsidiaries and VIEs	(12,970)	(9,815)
Loss before income tax expense	(39,714)	(27,330)
Income tax expense	—	—
Net loss	(39,714)	(27,330)
Accretion to convertible redeemable preferred shares redemption value	(2,692)	(773)
Accretion to redeemable ordinary shares redemption value	(1,982)	(1,556)
Net loss attributable to iClick Interactive Asia Group Limited's ordinary shareholders	(44,388)	(29,659)
Net loss	(39,714)	(27,330)
Other comprehensive loss:		
Foreign currency translation adjustment, net of tax	(129)	(139)
Comprehensive loss attributable to iClick Interactive Asia Group Limited	(39,843)	(27,469)

CONDENSED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2016

	For the year ended December 31,	
	2015	2016
Net cash used in operating activities	(86,738)	(8,083)
Net cash from financing activities	2,494	20,171
Net (decrease)/increase in cash and cash equivalents	(84,244)	12,088

Report of Independent Auditors

To the Management of OptAim Limited

We have audited the accompanying consolidated financial statements of OptAim Limited (the “Company”) and its subsidiaries (the “Group”), which comprise the consolidated balance sheet as of July 23, 2015, and the related consolidated statement of comprehensive loss, consolidated statement of changes in shareholders’ equity and consolidated statement of cash flows for the period from January 1, 2015 to July 23, 2015.

Management’s Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors’ Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company’s preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of OptAim Limited and its subsidiaries as of July 23, 2015, and the results of their operations and their cash flows for the period from January 1, 2015 to July 23, 2015 in accordance with accounting principles generally accepted in the United States of America.

/s/ PricewaterhouseCoopers

Hong Kong
May 18, 2017

OPTAIM LIMITED

CONSOLIDATED BALANCE SHEET
AS OF JULY 23, 2015
(US$'000, except share data and per share data, or otherwise noted)

	Note	As of July 23, 2015
Assets		
Current assets		
Cash and cash equivalents	4	1,301
Accounts receivable, net of allowance for doubtful accounts of US$nil as of July 23, 2015	5	3,730
Prepaid media costs		8,799
Other current assets	6	664
Total current assets		14,494
Non-current assets		
Property and equipment, net	7	84
Total assets		14,578
Liabilities, mezzanine equity and shareholders' equity		
Current liabilities		
Accounts payable (including accounts payable of the consolidated variable interest entity ("VIE") and its subsidiary without recourse to the Company of US$1,096 as of July 23, 2015)		1,096
Customer deposits (including deferred revenue of the consolidated VIE and its subsidiary without recourse to the Company of of US$5,240 as of July 23, 2015)	8	5,240
Accrued liabilities and other current liabilities (including accrued liabilities and other current liabilities of the consolidated VIE and its subsidiary without recourse to the Company of of US$521 as of July 23, 2015)	9	654
Amount due to a related party (including amount due to a related party of the consolidated VIE and its subsidiary without recourse to the Company of of US$537 as of July 23, 2015)	15	537
Income tax payable (including income tax payable of the consolidated VIE and its subsidiary without recourse to the Company of of US$44 as of July 23, 2015)		44
Total liabilities		7,571
Commitments and contingencies	16	

The accompanying notes are an integral part of these consolidated financial statements.

OPTAIM LIMITED

CONSOLIDATED BALANCE SHEET (CONTINUED)
AS OF JULY 23, 2015
(US$'000, except share data and per share data, or otherwise noted)

	Note	As of July 23, 2015
Mezzanine equity		
Series A-2 convertible redeemable preferred shares (US$0.0002 par value; 15,909,091 shares authorized as of July 23, 2015; 15,909,091 shares issued and shares outstanding as of July 23, 2015)	12	6,734
Shareholders' equity		
Series A-1 convertible preferred shares (US$0.0002 par value; 25,000,000 shares authorized as of July 23, 2015; 25,000,000 shares issued and shares outstanding as of July 23, 2015)	10	5
Ordinary shares (US$0.0002 par value; 250,000,000 shares authorized as of July 23, 2015; 55,000,000 shares issued and outstanding as of July 23, 2015)	11	11
Additional paid-in capital		2,303
Statutory reserves		81
Currency translation differences		(77)
Accumulated deficit		(2,050)
Total shareholders' equity		273
Total liabilities, mezzanine equity and shareholders' equity		14,578

The accompanying notes are an integral part of these consolidated financial statements.

OPTAIM LIMITED

CONSOLIDATED STATEMENT OF COMPREHENSIVE LOSS
FOR THE PERIOD FROM JANUARY 1, 2015 TO JULY 23, 2015
(US$'000, except share data and per share data, or otherwise noted)

	Note	Period from January 1, 2015 to July 23, 2015
Net revenues		3,783
Cost of revenues		(264)
Gross profit		3,519
Operating expenses		
Research and development expenses		(454)
Sales and marketing expenses		(1,150)
General and administrative expenses		(1,895)
Operating income		20
Other income, net		50
Profit before income tax expense		70
Income tax expense	14	(44)
Net profit attributable to OptAim Limited's ordinary shareholders		26
Other comprehensive loss:		
Foreign currency translation adjustment, net of US$nil tax		(79)
Comprehensive loss attributable to OptAim Limited		(53)

The accompanying notes are an integral part of these consolidated financial statements.

OPTAIM LIMITED

CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE PERIOD FROM JANUARY 1, 2015 TO JULY 23, 2015
(US$'000, except share data and per share data, or otherwise noted)

	Series A1 convertible preferred shares		Ordinary shares						
	Number of shares	Amount	Number of shares	Amount	Additional paid-in capital	Accumulated deficit	Statutory Reserve	Currency translation differences	Total shareholders' (deficit)/equity
Balance as of January 1, 2015	25,000	5	55,000	11	1,706	(2,076)	81	2	(271)
Share-based compensation expense	—	—	—	—	597	—	—	—	597
Beneficial conversion feature of Series A-1 preferred shares	—	—	—	—	7,125	—	—	—	7,125
Amortization of beneficial conversion feature of Series A-1 preferred shares	—	—	—	—	(7,125)	—	—	—	(7,125)
Net income	—	—	—	—	—	26	—	—	26
Foreign currency translation	—	—	—	—	—	—	—	(79)	(79)
Balance as of July 23, 2015	25,000	5	55,000	11	2,303	(2,050)	81	(77)	273

The accompanying notes are an integral part of these consolidated financial statement.

OPTAIM LIMITED

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE PERIOD FROM JANUARY 1, 2015 TO JULY 23, 2015
(US$'000, except share data and per share data, or otherwise noted)

	Period from January 1, 2015 to July 23, 2015
Cash flows from operating activities	
Net profit	26
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation of property and equipment	2
Allowance for doubtful accounts	357
Share-based compensation	597
Changes in operating assets and liabilities, net	
Accounts receivable	(2,857)
Prepaid media costs	(4,882)
Other current assets	1,298
Accounts payable	488
Accrued liabilities and other current liabilities	34
Deferred revenue	2,455
Income tax payable	44
Net cash used in operating activities	(2,438)
Cash flows from investing activity	
Purchase of property and equipment	(42)
Net cash used in investing activity	(42)
Cash flows from financing activities	
Proceeds from issuance of Series A-2 convertible redeemable preferred shares	1,500
Increase in amount due to a related party	352
Net cash provided by financing activities	1,852
Net decrease in cash and cash equivalents	(628)
Cash and cash equivalents at the beginning of period	1,932
Effect on exchange rate changes on cash and cash equivalents	(3)
Cash and cash equivalents at the end of period	1,301
Supplemental disclosure of cash flow information:	
Non-cash financing activity:	
Beneficial conversion feature of Series A-1 preferred shareholder	7,125

The accompanying notes are an integral part of these consolidated financial statements.

OPTAIM LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

1 Organization and principal activities

(a) Organization and nature of operation

OptAim Limited ("OptAim" or the "Company") and its subsidiaries (collectively referred to as the "Group") are engaged in the provision of online advertising services with a focus of mobile device in the People's Republic of China (the "PRC") market.

iClick Interactive Asia Group Limited ("Optimix") acquired 100% equity interest of OptAim on July 24, 2015, which is considered the effective date of the acquisition for the purpose of the accompanying consolidated financial statements. The consolidated statement of comprehensive loss, of changes in shareholders' equity and cash flows, are prepared for the period from January 1, 2015 to July 23, 2015 (the "Period"). The accompanying consolidated financial statements include the financial statements of the legal entities and variable interest entities ("VIEs") as follows:

Name	Relationship	% of direct or indirect ownership	Date of incorporation	Place of incorporation/ establishment	Principal activities
OptAim (HK) Limited	Subsidiary	100%	July 2014	Hong Kong	Investment holding
OptAim (Beijing) Information Technology Co., Ltd.	Subsidiary (WFOE)	100%	November 2014	The PRC	Investment holding
Beijing OptAim Network Technology Co., Ltd.	VIE	100%	September 2012	The PRC	Internet advertising services and solutions
Zhiyunzhong (Shanghai) Technology Co., Ltd.	VIE's subsidiary	100%	September 2014	The PRC	Internet advertising services and solutions

(b) Reorganization

The Company was incorporated in the Cayman Islands in July 2014.

The Group began its operations in September 2012 through Beijing OptAim Network Technology Co., Ltd. ("OptAim VIE"), a PRC domestic company established by our founders. OptAim VIE established one wholly owned subsidiary, Zhiyun Zhong (Shanghai) Technology Co., Ltd. ("Shanghai OptAim"), in September 2014.

In July 2014, the Group undertook a reorganization ("Restructuring") and established the Company under the laws of the Cayman Islands; the Company established a wholly owned Hong Kong subsidiary, OptAim (HK) Limited ("OptAim HK"), which in turn established a wholly owned subsidiary in China, OptAim (Beijing) Information Technology Co., Ltd. ("OptAim WFOE") or a wholly foreign owned enterprise ("WFOE") of the Company.

On January 15, 2015, OptAim WFOE entered into a series of contractual agreements ("VIE agreements") amongst OptAim VIE and OptAim VIE's legal shareholders. The Restructuring was undertaken in order to facilitate an international financing completed in January 2015 as well as to comply with relevant government regulations and policies in the PRC. Prior to the Restructuring, the Group's founders held 100%

OPTAIM LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

1 Organization and principal activities (Continued)

(b) Reorganization (Continued)

of the beneficial ownership interest in OptAim VIE. In the Restructuring, the Cayman Islands entity was established with the same beneficial ownership structure as OptAim VIE. Therefore, the Group's founders held 100% of the beneficial ownership interests in, and maintained control of, the Group immediately before and after the Restructuring.

The entities included in the Restructuring were under common control and the two reorganizations have been accounted for in a manner akin to a common control transaction as if the Company, through its wholly owned subsidiaries, had been in existence and been the primary beneficiary of the VIE throughout the periods presented in the consolidated financial statements.

(c) Consolidated VIE and VIE's subsidiary

To comply with PRC laws and regulations that prohibit or restrict foreign ownership of companies that provide online advertising services, certain of the Group's operations are conducted through OptAim VIE and its subsidiary, Shanghai OptAim. OptAim WFOE, a wholly owned subsidiary of the Company, entered into a series of contractual agreements amongst OptAim VIE and OptAim VIE's legal shareholders.

OptAim VIE

The Company's relationships with OptAim VIE and its shareholders are governed by the following contractual arrangements which were entered into on January 16, 2015:

- Cooperative Agreement

  Under the cooperative agreement between OptAim WFOE and OptAim VIE, OptAim WFOE has the exclusive right to provide to OptAim VIE, among others, technical consulting, technical support, business consulting, and appointment and dismissal of employees. OptAim WFOE will collect a fee from OptAim VIE to be determined at the sole discretion of Beijing OptAim. The term of this agreement will not expire unless OptAim WFOE provides prior written notice to OptAim VIE.

- Purchase Option Agreement

  The parties to the purchase option agreement are OptAim WFOE, OptAim VIE and each of the shareholders of OptAim VIE. Under the purchase option agreement, each of the shareholder of OptAim VIE irrevocably granted OptAim WFOE or its designated representative(s) an exclusive option to purchase, to the extent permitted under PRC law, all or part of its equity interests in OptAim VIE. OptAim WFOE or its designated representative(s) have sole discretion as to when to exercise such options, either in part or in full. Without OptAim WFOE's prior written consent, OptAim VIE's shareholders shall not sell, transfer, mortgage or otherwise dispose their equity interests in OptAim VIE. The agreement will not expire until all shares of OptAim VIE are transferred to OptAim WFOE or its designated representative(s).

- Power of Attorney

  Pursuant to the irrevocable power of attorney executed by the shareholders of OptAim VIE, the shareholders of OptAim VIE appointed OptAim WFOE as its attorney-in-fact to exercise all shareholders' rights in OptAim VIE, including, without limitation, the power to vote on all matters of OptAim VIE requiring shareholder approval under PRC laws and regulations and the articles of

OPTAIM LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

1 Organization and principal activities (Continued)

(c) Consolidated VIE and VIE's subsidiary (Continued)

association of OptAim VIE. The power of attorney will remain in force until OptAim WFOE provides prior written notice to OptAim VIE.

- Pledge Agreement

  Pursuant to the pledge agreement between OptAim WFOE and the shareholders of OptAim VIE, the shareholders of OptAim VIE have pledged all of their equity interests in OptAim VIE to OptAim WFOE to guarantee the performance by OptAim VIE under the cooperative agreement, purchase option agreement, and power of attorney. If OptAim VIE and/or its shareholders breach their contractual obligations under those agreements, OptAim WFOE, as pledgee, will be entitled to certain rights, including the right to sell the pledged equity interests. Under the pledge agreement, the shareholders of OptAim VIE are not able to provide any other guarantee by pledging the shares of OptAim VIE, transfer or sell their pledged shares to other individual, increase share capital of OptAim VIE or transfer or sell the assets out of OptAim VIE.

Through the aforementioned contractual agreements, OptAim VIE is considered a VIE in accordance with Generally Accepted Accounting Principles in the United States ("US GAAP") because the Company, through OptAim WFOE has the ability to:

- exercise effective control over OptAim VIE whereby having the power to direct OptAim VIE's activities that most significantly drive the economic results of OptAim VIE;
- receive substantially all of the economic benefits and residual returns, and absorb substantially all the risks and expected losses from OptAim VIE as if it was their sole shareholder; and
- have an exclusive option to purchase all of the equity interests in OptAim VIE.

Management evaluated the relationships among the Company, OptAim WFOE and OptAim VIE, and concluded that OptAim WFOE is the primary beneficiary of the VIEs. As a result, the VIEs' results of operations, assets and liabilities have been included in the Group's consolidated financial statements.

As of July 23, 2015, the total assets of OptAim VIE and its subsidiary were US$14,227, mainly comprising cash and cash equivalents, accounts receivable, prepayments and other current assets, property and equipment. As of July 23, 2015, the total liabilities of OptAim VIE and its subsidiary were US$7,439, mainly comprising deferred revenue, accrued liabilities and other current liabilities.

In accordance with the aforementioned agreements, the Company has power to direct activities of OptAim VIE, and can have assets transferred out of OptAim VIE. Therefore the Company considers that there is no asset in OptAim VIE that can be used only to settle obligations of OptAim VIE, except for registered capital and PRC statutory reserves of OptAim VIE amounting to US$2,081 as of July 23, 2015. As OptAim VIE were incorporated as limited liability company under the PRC Company Law, the creditors do not have recourse to the general credit of the Company for all the liabilities of the VIEs. Currently there is no contractual arrangement that could require the Company to provide additional financial support to OptAim VIE.

As the Company is conducting its PRC online advertising services business through OptAim VIE, the Company will, if needed, provide such support on a discretional basis in the future, which could expose the Company to a loss.

There is no VIE where the Company has variable interest but is not the primary beneficiary.

OPTAIM LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

1 Organization and principal activities (Continued)

(c) Consolidated VIE and VIE's subsidiary (Continued)

The Group believes that the contractual arrangements among OptAim VIE, its shareholders and OptAim WFOE are in compliance with PRC law and are legally enforceable. However, uncertainties in the PRC legal system could limit the Company's ability to enforce these contractual arrangements and if the shareholders of OptAim VIE were to reduce their interest in the Company, their interests may diverge from that of the Company and that may potentially increase the risk that they would seek to act contrary to the contractual terms.

The Company's ability to control OptAim VIE also depends on the power of attorney and OptAim WFOE has to vote on all matters requiring shareholder approval in OptAim VIE. As noted above, the Company believes this power of attorney is legally enforceable but may not be as effective as direct equity ownership.

2 Principal accounting policies

(a) Basis of presentation

The consolidated financial statements have been prepared in accordance with the US GAAP. Significant accounting policies followed by the Company in the preparation of the accompanying consolidated financial statements are summarized below.

(b) Use of estimates

The preparation of the Group's consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ materially from such estimates.

The Company believes that revenue recognition, consolidation of VIEs, determination of share-based compensation, measurement of redemption value of redeemable preferred shares and impairment assessment of long-lived assets that reflect more significant judgments and estimates used in the preparation of its consolidated financial statements.

Management bases the estimates on historical experience and on various other assumptions as discussed elsewhere to the consolidated financial statements that are believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results could materially differ from these estimates.

(c) Consolidation

The Group's consolidated financial statements include the financial statements of the Company, its subsidiaries, its VIE and the VIE's subsidiary for which the Company or its subsidiary is the primary beneficiary. All transactions and balances among the Company, its subsidiaries, its VIE and the VIE's subsidiary have been eliminated upon consolidation.

A subsidiary is an entity in which the Company, directly or indirectly, controls more than one half of the voting powers; or has the power 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; or has the power to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

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(US$'000, except share data and per share data, or otherwise noted)

2 Principal accounting policies (Continued)

(c) Consolidation (Continued)

A VIE is an entity in which the Company, or its subsidiary, through contractual agreements, bears the risks of, and enjoys the rewards normally associated with ownership of the entity. In determining whether the Company or its subsidiaries are the primary beneficiary, the Company considered whether it has the power to direct activities that are significant to the VIE's economic performance, and also the Group's obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. OptAim WFOE and ultimately the Company hold all the variable interests of the VIE and its subsidiary, and has been determined to be the primary beneficiary of the VIE.

(d) Foreign currency translation

The reporting currency of the Company is presented in thousands of United States dollars ("US$'000") unless otherwise stated. The Company is a holding company engaged in capital raising and financing activities denominated in US$. As such, the Company's functional currency has been determined to be the US$. The cash flows of the Company's non-PRC subsidiary are denominated in US$, and its functional currency has been determined to be US$. The financial records of the Company's PRC subsidiary, VIE and its subsidiary are maintained in their local currency, the Renminbi ("RMB"), which is their functional currency.

Monetary assets and liabilities denominated in currencies other than the functional currency are translated into the functional currency at the rates of exchange existing at the balance sheet date. Transactions in currencies other than the functional currency during the year are converted into the functional currency at the applicable rates of exchange prevailing at the transaction date. Transaction gains and losses are recognized in "Other income, net". Assets and liabilities of the Group's subsidiaries and VIEs are translated at the exchange rates at the balance sheet date. Equity accounts are translated at historical exchange rates and revenues, expenses, gains and losses are translated using the average rate for the year. Translation adjustments are reported as cumulative translation adjustments and are shown as a separate component of other comprehensive loss in the consolidated statement of changes in shareholders' deficit and comprehensive loss.

(e) Fair value of financial instruments

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Fair value measurements are based on a fair value hierarchy, based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value which are the following:

Level 1 — Quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

Level 2 — Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as quoted market prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.

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2 Principal accounting policies (Continued)

(e) Fair value of financial instruments (Continued)

Level 3 — Unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

Observable inputs are based on market data obtained from independent sources.

The carrying amounts of cash and cash equivalents, accounts receivable, prepayment and other current assets, accounts payable, accrued liabilities and other current liabilities, deferred revenue and amount due to a related party, approximate to their fair value due to the short-term nature of these instruments.

Certain assets are also subject to measurement at fair value on a non-recurring basis if they are deemed to be impaired as a result of an impairment review. For the period from January 1, 2015 to July 23, 2015, no impairments were recorded on those assets required to be measured at fair value on a non-recurring basis.

(f) Cash and cash equivalents

Cash and cash equivalents include cash on hand, cash in bank and time deposits placed with banks or other financial institutions, which have original maturities of three months or less and are readily convertible to known amounts of cash.

(g) Accounts receivable, net

Accounts receivable are presented net of allowance for doubtful accounts. The Group uses specific identification in providing for bad debts when facts and circumstances indicate that collection is doubtful and based on factors listed in the following paragraph. If the financial conditions of its customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowance may be required.

The Company maintains an allowance for doubtful accounts which reflects its best estimate of amounts that potentially will not be collected. The Company determines the allowance for doubtful accounts on an individual basis taking into consideration various factors including but not limited to historical collection experience and credit-worthiness of the debtors as well as the age of the individual receivables balance. Additionally, the Company makes specific bad debt provisions based on any specific knowledge the Company has acquired that might indicate that an account is uncollectible. The facts and circumstances of each account may require the Company to use substantial judgment in assessing its collectability.

(h) Property and equipment, net

Property and equipment are stated at historical cost less accumulated depreciation and impairment loss, if any. Depreciation is calculated using the straight-line method over their estimated useful lives. The estimated useful lives are as follows:

Leasehold improvements	Over the shorter of lease term or 2 – 5 years
Furniture and fixtures	2 – 5 years
Office equipment	3 – 5 years

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2 Principal accounting policies (Continued)

(h) Property and equipment, net (Continued)

Expenditures for maintenance and repairs are expensed as incurred. The gain or loss on the disposal of property and equipment is the difference between the net sales proceeds and the carrying amount of the relevant assets and is recognized in the consolidated statement of comprehensive loss.

(i) Impairment of long-lived assets

For long-lived assets including property and equipment, the Group evaluates for impairment whenever events or changes (triggering events) indicate that the carrying amount of an asset may no longer be recoverable. The Group assesses the recoverability of the long-lived assets by comparing the carrying value of the long-lived assets to the estimated undiscounted future cash flows expected to receive from use of the assets and their eventual disposition. Such assets are considered to be impaired if the sum of the expected undiscounted cash flows is less than the carrying amount of the assets. The impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets.

(j) Customer deposits

The Group receives prepayments for services in advance of service performance from certain customers. The amounts received in advance are recorded as customer deposits and recognized in the period which the corresponding services are performed.

(k) Revenue recognition

The Group's services are the provisions of online advertising services. The Group utilizes a combination of pricing models and revenue is recognized when the related services are delivered based on the specific terms of the contract, which are commonly based on (i) cost-plus, (ii) agreed rebates to be earned from certain website publishers or (iii) specified actions (i.e. cost per impression ("CPMs), cost per click ("CPC"), cost per action ("CPA"), cost per sale ("CPS"), cost per lead ("CPL") or return on investment ("ROI") and related campaign budgets, depending on the advertisers' preferences and their campaigns launched.

The Group recognizes revenue when four basic criteria are met: (1) persuasive evidence of an arrangement with the customer exists reflecting the terms and conditions under which the services will be provided; (2) services have been provided or delivery has occurred; (3) the fee is fixed or determinable; and (4) collection is reasonably assured. Collectability is assessed based on a number of factors, including the creditworthiness of a customer, the size and nature of a customer's business and transaction history. Amounts collected in excess of revenue recognized are included as deferred revenue.

Revenue in relation to rebates to be earned from certain website publishers are based on factors determined by these website publishers, such as yearly spending at these website publishers' various platforms and other factors selected at the discretion of these website publishers. Such rebates earned from website publishers are recorded as revenues when the Group is acting as an agent in a transaction, and is based on an evaluation of the terms of each arrangement. Revenues are recorded net of value-added taxes and surcharges.

Cost-plus and agreed rebates to be earned from certain website publishers

For cost-plus advertisement campaigns and rebates to be earned from certain website publishers, sales are valued at the amount received and receivable. Rebates and discounts granted to advertisers, along with free

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2 Principal accounting policies (Continued)

(k) Revenue recognition (Continued)

Cost-plus and agreed rebates to be earned from certain website publishers (Continued)

or extended advertising campaigns, are recorded as a deduction from revenue. In the normal course of business, the Group acts as an intermediary in executing transactions with third parties, specifically for transactions where the Group is not the principal in executing these transactions as the Group is acting on behalf of the website publishers. The determination of whether revenue should be reported on a gross or net basis is based on an assessment of whether the Group is acting as the principal or an agent in those transactions. In determining whether the Group acts as the principal or an agent, the Group follows the accounting guidance for principal-agent considerations. The determination of whether the Group is acting as a principal or an agent in a transaction involves judgment and is based on an evaluation of the terms of each arrangement. While none of the factors individually are considered presumptive or determinative, because the Group is simply facilitating the advertisers and the publishers to purchase and to sell advertising inventory and the pricing is generally restricted by the costs incurred through purchasing the advertising inventory, the Group is not the principal in these arrangements and therefore reports revenue earned and costs incurred related to these transaction on a net basis.

Specified actions

The Group also generates revenue from performing specified actions (i.e. a CPM, CPC, CPA, CPS, CPL or ROI basis). Revenue is recognized on a CPM or CPC basis as impressions or clicks are delivered while revenue on a CPA, CPS, CPL or ROI basis is recognized once agreed actions are performed. While none of the factors individually are considered presumptive or determinative, because the Group is the primary obligor and are responsible for (1) identifying and contracting with third-party advertisers which the Group views as customers; (2) identifying website publishers to provide website spaces where the Group views the website publishers as suppliers; (3) establishing the selling prices of each of the CPM, CPC, CPA, CPS, CPL or ROI pricing model; (4) performing all billing and collection activities, including retaining credit risk; and (5) bearing sole responsibility for fulfillment of the advertising, the Group acts as the principal of these arrangements and therefore reports revenue earned and costs incurred related to these transactions on a gross basis.

(l) Cost of revenues

Cost of revenues consists of the costs to purchase advertising space for the online advertising operations, salaries and benefits of the relevant operations and support personnel and depreciation of relevant property and equipment depreciation. The Group becomes obligated to make payments related to website publishers in the period the advertising impressions and click-through occur. Such expenses are classified as cost of revenues in the consolidated statement of operations as incurred. Cost of revenues also includes rebates received from website publishers which are recorded as a deduction against the cost of revenues when the Group is acting as a principal in a transaction. Following recent reforms of PRC tax laws, business tax is gradually being replaced by VAT, which is recorded as a reduction of revenue. The Group's PRC subsidiaries and VIEs are subjected to VAT at a rate of 6%.

(m) Prepaid media costs

Prepaid media costs represent prepayments for online advertising space paid by the Group to third party publishers of websites. Upon utilization, media costs are recognized in cost of revenues when the Group is

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2 Principal accounting policies (Continued)

(m) Prepaid media costs (Continued)

determined as acting as the principal. However, when the Group is determined as acting as the agent, these costs are recognized as deduction to revenue by the Group. These prepayments are classified as current considering the corresponding online advertising spaces are expected to be purchased and utilized within twelve months from the date of payments.

(n) Research and development expenses

Research and development expenses consist primarily of (i) salary and welfare for research and development personnel, (ii) rental expenses and (iii) depreciation of office premise and servers utilized by research and development personnel. Costs incurred during the research stage are expensed as incurred. Costs incurred in the development stage, prior to the establishment of technological feasibility, which is when a working model is available, are expensed when incurred.

The Company accounts for internal use software development costs in accordance with guidance on intangible assets and internal use software. This requires capitalization of qualifying costs incurred during the software's application development stage and to expense costs as they are incurred during the preliminary project and post implementation/operation stages. For the period from January 1, 2015 to July 23, 2015, the Company has not capitalized any costs related to internal use software.

(o) Sales and marketing expenses

Sales and marketing expenses consist primarily of (i) advertising and market promotion expenses, and (ii) salary and welfare for sales and marketing personnel. The sales and marketing expenses amounted to US$1,150 during the period from January 1, 2015 to July 23, 2015.

(p) General and administrative expenses

General and administrative expenses consist primarily of (i) salary and welfare for general and administrative personnel, (ii) allowance for doubtful receivables, and (iii) professional service fees.

(q) Operating leases

Leases where substantially all the rewards and risks of ownership of assets remain with the lessor are accounted for as operating leases. Payments made under operating leases are charged to the consolidated statement of operations on a straight-line basis over the lease periods. The Group had no capital leases for the period from January 1, 2015 to July 23, 2015.

(r) Employee social security and welfare benefits

Employees of the Group in the PRC are entitled to staff welfare benefits including pension, work-related injury benefits, maternity insurance, medical insurance, unemployment benefit and housing fund plans through a PRC government-mandated multi-employer defined contribution plan. The Group is required to contribute to the plan based on certain percentages of the employees' salaries, up to a maximum amount specified by the local government.

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2 Principal accounting policies (Continued)

(r) Employee social security and welfare benefits (Continued)

The PRC government is responsible for the medical benefits and the pension liability to be paid to these employees and the Group's obligations are limited to the amounts contributed and no legal obligation beyond the contributions made.

(s) Income taxes

Current income taxes are provided on the basis of net income 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. Deferred income taxes are accounted for using an asset and liability method. Under this method, deferred income taxes are recognized for the tax consequences of temporary differences by applying enacted statutory rates applicable to future years to differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities. The tax base of an asset or liability is the amount attributed to that asset or liability for tax purpose. The effect on deferred taxes of a change in tax rates is recognized in the consolidated statement of comprehensive loss in the period of change. A valuation allowance is provided to reduce the amount of deferred tax assets if it is considered more likely than not that some portion of, or all of the deferred tax assets will not be realized.

Uncertain tax positions

The guidance on accounting for uncertainties in income taxes prescribes a more likely than not threshold for financial statements recognition and measurement of a tax position taken or expected to be taken in a tax return. Guidance was also provided on derecognition of income tax assets and liabilities, classification of current and deferred income tax assets and liabilities, accounting for interest and penalties associated with tax positions, accounting for income taxes in interim periods, and income tax disclosures. Significant judgment is required in evaluating the Group's uncertain tax positions and determining its provision for income taxes. The Group recognizes interests and penalties, if any, under accrued expenses and other current liabilities on its consolidated balance sheet and under other expenses in its statements of operations and comprehensive income. The Group did not recognize any significant interest and penalties associated with uncertain tax positions for the period from January 1, 2015 to July 23, 2015. As of July 23, 2015, the Group did not have any significant unrecognized uncertain tax positions.

(t) Share-based compensation

The Group accounts for share-based compensation expenses in accordance with ASC subtopic 718-10 ("ASC 718-10"), Compensation-Stock Compensation, for share-based awards to employees. Under the fair value recognition provisions of ASC 718-10, share-based compensation costs are measured at the grant date. The share-based compensation expenses have been categorized as either general and administrative expenses, selling and marketing expenses or research and development expenses, depending on the job functions of the grantees.

Option granted to employees

For the options granted to employee, the compensation expense is recognized using the graded-vesting attribution approach over the requisite service period, which is generally the vesting period.

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2 Principal accounting policies (Continued)

(t) Share-based compensation (Continued)

Option granted to employees (Continued)

Forfeitures are estimated at the time of grant, with such estimate updated periodically and with actual forfeitures recognized currently to the extent they differ from the estimate. In determining the fair value of the Company's share options, the binomial option pricing model has been applied.

Option modification

According to ASC 718, a change in any of the terms or conditions of equity based awards shall be accounted for as a modification of the award. Therefore, the Company calculates incremental compensation cost of a modification as the excess of the fair value of the modified option over the fair value of the original option immediately before its terms are modified. For vested options, the Company would recognize incremental compensation costs on the date of modification and for unvested options, the Company would recognize, prospectively and over the remaining requisite service period, the sum of the incremental compensation costs and the remaining unrecognized compensation costs for the original award.

Option granted to non-employees

For share-based awards granted to non-employees, the Group accounts for the related share-based compensation expenses in accordance with ASC subtopic, 505-50 ("ASC 505-50"), Equity-Based Payments to Non-Employees. Under the provision of ASC 505-50, options of the Company issued to non-employees are measured based on fair value of the options which are determined by using the binomial option pricing model. These options are measured as of the earlier of the date at which either: (1) commitment for performance by the non-employee has been reached; or (2) the non-employee's performance is complete.

(u) Statutory reserves

The Group's subsidiaries, consolidated VIE and its subsidiaries incorporated in the PRC are required on an annual basis to make appropriations of retained earnings set at certain percentage of after-tax profit determined in accordance with PRC accounting standards and regulations ("PRC GAAP").

Appropriation to the statutory general reserve should be at least 10% of the after tax net income determined in accordance with the legal requirements in the PRC until the reserve is equal to 50% of the entities' registered capital. The Group is not required to make appropriation to other reserve funds and the Group does not have any intentions to make appropriations to any other reserve funds.

The general reserve fund can only be used for specific purposes, such as setting off the accumulated losses, enterprise expansion or increasing the registered capital. Appropriations to the general reserve funds are classified in the consolidated balance sheet as statutory reserves.

There are no legal requirements in the PRC to fund these reserves by transfer of cash to restricted accounts, and the Group does not do so.

Relevant laws and regulations permit payments of dividends by the PRC subsidiaries and affiliated companies only out of their retained earnings, if any, as determined in accordance with respective accounting standards and regulations. Accordingly, the above balances are not allowed to be transferred to the Company in terms of cash dividends, loans or advances.

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2 Principal accounting policies (Continued)

(v) Related parties

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control or significant influence, such as a family member or relative, shareholder, or a related corporation.

(w) Dividends

Dividends are recognized when declared. No dividends were declared for the period from January 1, 2015 to July 23, 2015. The Group does not have any present plan to pay any dividends on ordinary shares in the foreseeable future. The Group currently intends to retain the available funds and any future earnings to operate and expand its business.

(x) Comprehensive loss

Comprehensive loss is defined as the change in shareholders' equity of the Company during a period arising from transactions and other events and circumstances excluding transactions resulting from investments by shareholders and distributions to shareholders.

Comprehensive loss is reported in the consolidated statement of comprehensive loss. Accumulated other comprehensive losses of the Group include the foreign currency translation adjustments.

(y) Segment reporting

Operating segments are defined as components of an enterprise engaging in businesses activities for which separate financial information is available that is regularly evaluated by the Group's chief operating decision makers in deciding how to allocate resources and assess performance. The Group's chief operating decision maker has been identified as the Chief Executive Officer, who reviews consolidated results including revenue, gross profit and operating profit at a consolidated level only. The Group does not distinguish between markets for the purpose of making decisions about resources allocation and performance assessment. Hence, the Group has only one operating segment and one reportable segment.

(z) Recently issued accounting pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)" ("ASU 2014-09"). ASU 2014-09 will eliminate transaction-specific and industry-specific revenue recognition guidance under current U.S. GAAP and replace it with a principle-based approach for determining revenue recognition. ASU 2014-09 will require that companies recognize revenues based on the value of transferred goods or services as they occur in the contract. The ASU also will require additional disclosure about the nature, amount, timing and uncertainty of revenues and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. In August 2015, the FASB issued ASU 2015-14, which defers by one year ASU 2014-09's effective date. The amendment will be effective for annual reporting periods beginning after December 15, 2017 including interim periods within that reporting period. Early adoption is permitted only for annual and interim periods beginning after December 15, 2016.

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2 Principal accounting policies (Continued)

(z) Recently issued accounting pronouncements (Continued)

In March 2016, the FASB issued ASU 2016-08, which amends the principal-versus-agent implementation guidance and illustrations in the Board's new revenue standard (ASC 606). The amendments in this update clarify the implementation guidance on principal versus agent considerations. When another party, along with the reporting entity, is involved in providing goods or services to a customer, an entity is required to determine whether the nature of its promise is to provide that good or service to the customer (as a principal) or to arrange for the good or service to be provided to the customer by the other party (as an agent). The guidance is effective for interim and annual periods beginning after December 15, 2017.

The Company will apply the new revenue standard beginning January 1, 2018 and will not early adopt. The Company will set up an implementation team to analyze each of the Group's revenue streams in accordance with the new revenue standard to determine the impact on the Company's consolidated financial statements. The Company plans to continue the evaluation, analysis, and documentation of its adoption of ASU 2014-09 (includes those subsequently issued updates that clarify its provisions) throughout 2017 as the Company works towards the implementation and finalize its determination of the impact that the adoption will have on its consolidated financial statements.

In February 2015, the FASB issued ASU No. 2015-02, "Consolidation (Topic 810): Amendments to the Consolidation Analysis" ("ASU 2015-02"). ASU 2015-02 focuses on the consolidation evaluation for reporting organizations that are required to evaluate whether they should consolidate certain legal entities. The ASU simplifies consolidation accounting by reducing the number of consolidation models from four to two. In addition, the new standard simplifies the FASB Accounting Standards Codification and improves current guidance by: (i) placing more emphasis on risk of loss when determining a controlling financial interest; (ii) reducing the frequency of the application of related-party guidance when determining a controlling financial interest in a VIE; and (iii) changing consolidation conclusions for public and private companies in several industries that typically make use of limited partnerships or VIEs.

The ASU will be effective for periods beginning after December 15, 2016, for public companies. For public interest entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. The Company is in the process of evaluating the impact of the standard on its consolidated financial statements.

In November 2015, the FASB issued ASU No. 2015-17, "Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes". The new guidance requires entities to present all deferred tax assets and liabilities, along with any related valuation allowance, as non-current on the balance sheet. The guidance is effective for publicly-traded companies for interim and annual periods beginning after December 15, 2016 (early adoption is permitted). The Company does not expect this standard to have a material impact on its consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02: Leases (Topic 842). The core principle of Topic 842 is that a lessee should recognize the assets and liabilities that arise from leases. All leases create an asset and a liability for the lessee in accordance with FASB Concepts Statement No. 6, Elements of Financial Statements, and, therefore, recognition of those lease assets and lease liabilities represents an improvement over previous GAAP, which did not require lease assets and lease liabilities to be recognized for most leases.

For public business entities, the amendments in this update are effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. The Company is in the process of evaluating the impact of the standard on its consolidated financial statements.

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2 Principal accounting policies (Continued)

(z) Recently issued accounting pronouncements (Continued)

On August 6, 2016, the FASB issued ASU 2016-15, "Statement of Cash Flows — Classification of Certain Cash Receipts and Payments." The ASU provides guidance on the classification of certain cash receipts and payments including debt prepayment or debt issuance costs and cash payments for contingent considerations. The ASU also provides clarification on the application of the predominance principle outlined in ASC 230. The effective date for public entities will be annual periods beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact of this standard will have on its consolidated financial statements.

In October 2016, the FASB issued ASU 2016-16, Income Taxes: Intra-Entity Transfers of Assets Other Than Inventory (Topic 740). This standard will require entities to recognize the income tax consequences of intra-entity transfers of assets other than inventory at the time of transfer. This standard requires a modified retrospective approach to adoption. ASU 2016-16 is effective for fiscal years and interim periods within those years beginning after December 31, 2018. The Company does not expect ASU 2016-16 to have a material impact to the Group's consolidated financial statements.

In January 2017, the FASB issued ASU 2017-01, Business Combinations (Topic 805): Clarifying the Definition of a Business, which revises the definition of a business. To be considered a business, an acquisition would have to include an input and a substantive process that together significantly contribute to the ability to create outputs. To be a business without outputs, there will now need to be an organized workforce. ASU 2017-01 is effective for fiscal years and interim periods within those years beginning after December 15, 2018. The Company currently does not expect ASU 2017-01 to have a material impact to the Company's consolidated financial statements, but will evaluate the impact of adopting this standard prospectively upon any transaction of acquisitions or disposals of assets or businesses.

In March, 2016, the FASB issued ASU 2016-09, "Compensation — Stock Compensation (Topic 718): 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; (d) accounting for forfeitures of share-based payments. The ASU will be effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. The Group does not expect this standard to have a material impact on its consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, "Statement of cash flows (Topic 230): restricted cash", which requires entities to include restricted cash and restricted cash equivalents in the cash and cash equivalent balances in the statement of cash flows. The ASU is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years, with early adoption permitted. The Group is currently evaluating the impact of the adoption on its consolidated financial statements.

In January 2017, the FASB issued ASU 2017-04, "Intangibles — Goodwill and Other (Topic 350): simplifying the test for goodwill impairment", the guidance removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. Goodwill impairment will now be the amount by which a reporting unit's carrying value exceeds its fair value, not the difference between the fair value and carrying amount of good will which was the step 2 test before. The ASU should be adopted on a prospective basis for the annual or any interim goodwill impairment tests beginning after December 15, 2019. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after

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2 Principal accounting policies (Continued)

(z) Recently issued accounting pronouncements (Continued)

January 1, 2017. The Group is currently evaluating the impact of adopting this standard on its consolidated financial statements.

3 Certain risks and concentration

(a) PRC regulations

The Chinese market in which the Company operates poses certain macro-economic and regulatory risks and uncertainties. These uncertainties extend to the ability of the Company to engage in online advertising businesses through contractual arrangements in the PRC since the internet and advertising services industries remain regulated. The Company conducts certain of its operations in China through its variable interest entities, which it consolidates as a result of a series contractual arrangements enacted. Though the PRC has, since 1978, implemented a wide range of market-oriented economic reforms, continued reforms and progress towards a full market-oriented economy are uncertain. In addition, the telecommunication, information, and media industries remain highly regulated. Restrictions are currently in place and are unclear with respect to which segments of these industries foreign owned entities, like the Company, may operate. The Chinese government may issue from time to time new laws or new interpretations on existing laws to regulate areas such as telecommunication, information and media. Regulatory risk also encompasses the interpretation by the tax authorities of current tax laws, and the Group's legal structure and scope of operations in the PRC, which could be subject to further restrictions resulting in limitations on the Company's ability to conduct business in the PRC. There are uncertainties regarding the interpretation and application of current and future PRC laws, rules and regulations, including but not limited to the laws, rules and regulations governing the validity and enforcement of the contractual arrangements with consolidated VIE. The Company believes that the structure for operating its business in China (including the ownership structure and the contractual arrangements with the consolidated VIE) is in compliance with all applicable existing PRC laws, rules and regulations, and does not violate, breach, contravene or otherwise conflict with any applicable PRC laws, rules or regulations. However, the Company cannot assure that the PRC regulatory authorities will not adopt any new regulation to restrict or prohibit foreign investments in the online advertising business through contractual arrangements in the future or that it will not determine that the ownership structure and contractual arrangements violate PRC laws, rules or regulations. If the Company and its consolidated VIE are found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities would have broad discretion in dealing with such violations, including:

- revoking the business licenses of such entities;
- discontinuing or restricting the conduct of any transactions between the Company's PRC subsidiaries and OptAim VIE;
- imposing fines, confiscating the income of OptAim VIE or the Company's PRC subsidiaries, or imposing other requirements with which the Company or its PRC subsidiaries and consolidated VIEs may not be able to comply;
- requiring the Company to restructure its ownership structure or operations, including terminating the contractual arrangements with OptAim VIE and deregistering the equity pledges of OptAim VIE, which in turn would affect its ability to consolidate, derive economic interests from, or exert effective control over OptAim VIE; or

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3 Certain risks and concentration (Continued)

(a) PRC regulations (Continued)

- restricting or prohibiting its use of the proceeds of any offering to finance its business and operations in China.

If the imposition of any of these penalties precludes the Company from operating its business, it would no longer be in a position to generate revenue or cash from it. If the imposition of any of these penalties causes the Company to lose its rights to direct the activities of its consolidated VIEs or its rights to receive its economic benefits, the Company would no longer be able to consolidate these entities, and its financial statements would no longer reflect the results of operations from the business conducted by VIEs except to the extent that the Company receives payments from VIEs under the contractual arrangements. Either of these results, or any other significant penalties that might be imposed on the Company in this event, would have a material adverse effect on its financial condition and results of operations.

On January 19, 2015, the Ministry of Commerce of the PRC, or (the "MOFCOM") released on its Website for public comment a proposed PRC law (the "Draft FIE Law") that appears to include VIEs within the scope of entities that could be considered to be foreign invested enterprises (or "FIEs") that would be subject to restrictions under existing PRC law on foreign investment in certain categories of industry. Specifically, the Draft FIE Law introduces the concept of "actual control" for determining whether an entity is considered to be an FIE. In addition to control through direct or indirect ownership or equity, the Draft FIE Law includes control through contractual arrangements within the definition of "actual control". If the Draft FIE Law is passed by the People's Congress of the PRC and goes into effect in its current form, these provisions regarding control through contractual arrangements could be construed to reach the Group's VIE arrangement, and as a result the Group's VIE could become explicitly subject to the current restrictions on foreign investment in certain categories of industry. The Draft FIE Law includes provisions that would exempt from the definition of foreign invested enterprises entities where the ultimate controlling shareholders are either entities organized under PRC law or individuals who are PRC citizens.

The Draft FIE Law does not make clear how "control" would be determined for such purpose, and is silent as to what type of enforcement action might be taken against existing VIEs that operate in restricted industries and are not controlled by entities organized under PRC law or individuals who are PRC citizens. If a finding were made by PRC authorities under the Draft FIE Law if it becomes effective, that the Company's operation of certain of its operations and businesses through VIE violates the Draft FIE Law, regulatory authorities with jurisdiction over the licensing and operation of such operations and businesses may require the Company to take various actions as discussed in the paragraph above. The Group's management considers the possibility of such a finding by PRC regulatory authorities under the Draft VIE law, if it becomes effective, to be remote.

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3 Certain risks and concentration (Continued)

(a) PRC regulations (Continued)

The following financial information of OptAim VIE and its subsidiary excluding the intercompany items with the Company's subsidiaries was included in the accompanying financial statements as of and for the period from January 1, 2015 to July 23, 2015:

	As of July 23, 2015
Assets	
Current assets	
Cash and cash equivalents	1,175
Accounts receivable, net	3,730
Other current assets	9,240
Total current assets	14,145
Non-current asset	
Property and equipment, net	82
Total assets	14,227
Liabilities	
Current liabilities	
Accounts payable	1,096
Customer deposits	5,240
Accrued liabilities and other current liabilities	521
Amounts due to a related party	537
Income tax payable	44
Total liabilities	7,438

	Period from January 1, 2015 to July 23, 2015
Net revenues	3,783
Net profit	1,455

	Period from January 1, 2015 to July 23, 2015
Net cash provided by operating activities	747
Net cash used in investing activity	(6)
	741

In accordance with the VIE arrangements, the Group has power to direct activities of OptAim VIE, and can have assets transferred out of OptAim VIE. Therefore, the Group considers that there is no assets of OptAim VIE can be used only to settle their obligations.

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3 Certain risks and concentration (Continued)

(b) Foreign exchange risk

Assets and liabilities of non-US dollar functional currency entities are translated into US$ using the applicable exchange rates at the balance sheet date. Items in the statements of comprehensive income are translated into US$ using the average exchange rate during the period. Equity accounts were translated at their historical exchange rates. The resulting translation adjustments are accumulated as a component of accumulated other comprehensive income on the consolidated statement of shareholders' deficit.

Certain of the Group's operating activities are transacted in RMB, which is not freely convertible into foreign currencies. All foreign exchange transactions take place either through the People's Bank of China or other banks authorized to buy and sell foreign currencies at the exchange rates quoted by the People's Bank of China.

The revenues and expenses of the Group's subsidiary and the VIE in the PRC are generally denominated in RMB and their assets and liabilities are denominated in RMB. RMB is not freely convertible into foreign currencies, and remittances of foreign currencies into the PRC and exchange of foreign currencies into RMB require approval by foreign exchange administrative authorities and certain supporting documentation. The State Administration for Foreign Exchange, under the authority of the People's Bank of China, controls the conversion of RMB into other currencies. Approval of foreign currency payments by the People's Bank of China or other regulatory institutions requires submitting a payment application form together with suppliers' invoices and signed contracts. The value of RMB is subject to changes in central government policies and to international economic and political developments affecting supply and demand in the China Foreign Exchange Trading System market.

(c) Concentration risk

(i) Concentration of revenues

The top 10 customers accounted for 55% of the net revenues for the period from January 1, 2015 to July 23, 2015 and there was one customer with net revenues accounted for 11% of the total net revenues for the period from January 1, 2015 to July 23, 2015. Prior to entering into sales agreements, the Group performs credit assessments of its customers to assess the credit history of its customers. Further, the Group has not experienced any significant bad debts with respect to its accounts receivable.

(ii) Concentration of accounts receivable

The Group conducts credit evaluations on its customers and generally does not require collateral or other security from such customers. The Group periodically evaluates the creditworthiness of the existing customers in determining an allowance for doubtful accounts primarily based upon the age of the receivables and factors surrounding the credit risk of specific customers.

As of July 23, 2015, one customer accounted for 38% of the consolidated accounts receivable. The top 10 accounts receivable accounted for 85% of the total accounts receivable as of July 23, 2015. The following table summarizes the percentage of accounts receivable from third party advertisers and third party advertising agencies with over 10% of total accounts receivable:

	July 23, 2015
Third party advertisers and third party advertising agencies	
A1	1,400
A2	471
A3	459

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3 Certain risks and concentration (Continued)

(c) Concentration risk (Continued)

(iii) Credit risk

As of July 23, 2015, substantially all of the Group's cash and cash equivalents were placed with financial institutions in Hong Kong and the PRC. Management chooses these institutions because of their reputations and track records for stability, and their known large cash reserves, and management periodically reviews these institutions' reputations, track records, and reported reserves. Management expects that any additional institutions that the Group uses for its cash and bank deposits will be chosen with similar criteria for soundness. The balances in the PRC are not insured since it is not a market practice in the PRC. Nevertheless under the PRC law, it is required that a commercial bank in the PRC that holds third party cash deposits should maintain a certain percentage of total customer deposits taken in a statutory reserve fund for protecting the depositors' rights over their interests in deposited money. PRC banks are subject to a series of risk control regulatory standards; PRC bank regulatory authorities are empowered to take over the operation and management of any PRC bank that faces a material credit crisis. The Group believes that it is not exposed to unusual risks as these financial institutions are PRC banks with high credit quality. The Group had not experienced any losses on its deposits of cash and cash equivalents during the period from January 1, 2015 to July 23, 2015 and believes that its credit risk to be minimal.

4 Cash and cash equivalents

Cash and cash equivalents represent cash on hand and cash held at bank. Cash on hand and cash held at bank balance as of July 23, 2015 primarily consist of the following currencies:

	As of July 23, 2015	
	Amount	US$'000 equivalent
RMB	7,782	1,253
US$	48	48
Total		1,301

5 Accounts receivable, net

	As of July 23, 2015
Accounts receivable, gross	3,730
Less: allowance for doubtful accounts	—
Accounts receivable, net	3,730

The following table presents the movement in the allowance for doubtful accounts:

	Period from January 1, 2015 to July 23, 2015
Balance at the beginning of year	—
Additions for the year	357
Accounts receivable written off	(357)
Balance at the end of year	—

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6 Other current assets

Other current assets consist of the following:

	As of July 23, 2015
Current	
VAT receivables	366
Advances to employees	194
Rental deposits	80
Prepayments	24
Total	664

7 Property and equipment, net

Property and equipment consist of the following:

	As of July 23, 2015
Cost:	
Office equipment	105
Less: Accumulated depreciation	(21)
Property and equipment, net	84

Depreciation expense recognized for the period from January 1, 2015 to July 23, 2015 are summarized as follows:

	Period from January 1, 2015 to July 23, 2015
Research and development	—
Sales and marketing expenses	1
General and administrative expenses	1
Total	2

8 Customer deposits

	As of July 23, 2015
Customer deposits, current	5,240

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9 Accrued liabilities and other current liabilities

	As of July 23, 2015
Accrued employee benefits	539
VAT and other taxes payable	92
Others	23
Total	654

10 Convertible preference shares

As of July 23, 2015, the Company had 25,000,000 Series A-1 preferred shares outstanding.

The key terms of Series A-1 preferred shares are as follows:

Dividend rights

The holder of Series A-1 preferred shares is entitled to participate in any dividend pari passu with ordinary shareholders of the Company on an as-converted basis.

Voting rights

The holder of the Series A-1 preferred shares shall be entitled to such number of votes equal to the whole number of ordinary shares into which such Series A-1 preferred shares are convertible.

Liquidation preference

In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, after the payment of Series A-2 Preference Amount has been made in full, the holders of the Series A-1 preferred shares shall be entitled to receive, prior and in preference to the remaining assets and funds of the Company available for distribution to the holders of ordinary shares by reason of their ownership of such shares, the amount equal to 100% of the Series A-1 preferred shares issue price for each Series A-1 preferred shares (adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to such shares), plus all declared but unpaid dividends and distributions on such Series A-1 preferred shares (collectively, the "Series A-1 Preference Amount"). If the remaining assets and funds thus distributed to the holder of the Series A-1 preferred shares shall be insufficient to permit the payment to such holders of the full Series A-1 Preference Amount, then the entire remaining assets and funds of the Company legally available for distribution shall be distributed ratably to the holder of the Series A-1 preferred shares in proportion to the Series A-1 Preference Amount that such holder is otherwise entitled to receive.

After the payment of Series A-2 Preference Amount and Series A-1 Preference mount have been made in full, the remaining assets and funds of the Company available for distribution shall be distributed among all holders of ordinary shares and Series A-1 preferred shares on a pro rata and as-converted basis.

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10 Convertible preference shares (Continued)

Conversion rights

Each share of the Series A-1 preferred shares is convertible at the option of the holder, at any time after the issuance of such shares, and each share can be converted into one ordinary share of the Company. The conversion is subject to adjustments for certain events, including but not limited to additional equity securities issuance share dividends, distribution, subdivisions, redemptions, combinations, or consolidation of ordinary shares. The conversion price is also subject to adjustment in the event the Company issues additional ordinary shares at a price per share that is less than such conversion price. In such case, the conversion price shall be reduced to adjust for dilution on a weighted average basis.

In addition, each share of the Series A-1 preferred shares would automatically be converted into ordinary shares of the Company (i) upon the closing of an initial public offering of the Company's shares or (ii) upon the election of holders of at least a majority of the then issued and outstanding preferred shares, voting together as a single class on an as-if-converted basis.

As the Series A-1 preferred shares did not contain any redemption feature, they would be classified within permanent equity. Furthermore, at the time of issuance, the Series A-1 preferred shares contained a beneficial conversion feature of US$7,125 and the amount was charged to additional paid-in capital as a deemed dividend.

11 Ordinary shares

The Company's Memorandum and Articles of Association authorizes the Company to issue 250,000,000 shares of US$0.0002 par value per ordinary share as of July 23, 2015. Each ordinary share is entitled to one vote in shareholders meeting of the Company. The holders of ordinary shares are also entitled to receive dividends whenever funds are legally available and when declared by the board of directors, which is subject to the approval by the holders of the number of ordinary shares and the Series A-1 and A-2 preferred shares representing a majority of the aggregate voting power of all outstanding shares. As of July 23, 2015, there were 55,000,000 ordinary shares outstanding, respectively.

12 Redeemable convertible preferred shares

On January 16, 2015, the Company entered into an agreement ("Series A-2 Agreement") to issue Series A-2 preferred shares to a third-party investor ("Investor A-2") for a total cash consideration of US$3,500. Accordingly, the Company issued 15,909,091 Series A-2 preferred shares at US$0.22 per share.

The key terms of the Series A-2 are as follows:

Dividend rights

The holders of the Series A-2 are entitled to participate in any dividend pari passu with ordinary shareholders of the Company on an as-converted basis.

Voting rights

The holders of the Series A-2 preferred shares shall be entitled to such number of votes equal to the whole number of ordinary shares into which such Series A-2 preferred shares are convertible.

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12 Redeemable convertible preferred shares (Continued)

Liquidation preference

In the event of a liquidating transaction as defined in the Company's Memorandum and Articles of Association, the holders of Series A-2 preferred shares are entitled to receive an amount equal to 120% of the issue price as defined in the Company's Memorandum and Articles of Association (adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to such shares), plus all declared but unpaid dividend and distributions on such Series A-2 preferred shares. If the assets of the Company shall be insufficient to make the payment of the amount in full, then the assets of the Company shall be distributed ratably to the holders of preferred shares in proportion to the amount each holder would otherwise be entitled to receive.

After the full amount has been paid to holders of Series A-1 and Series A-2, any remaining funds or assets of the Company legally available for distribution shall be distributed pro rata among the holders of preferred shares on an as-converted basis together with the holders of the ordinary shares.

Conversion rights

Each share of the Series A-2 preferred shares is convertible at the option of the holder, at any time after the issuance of such shares, and each share can be converted into one ordinary share of the Company. The conversion is subject to adjustments for certain events, including but not limited to additional equity securities issuance share dividends, distribution, subdivisions, redemptions, combinations, or consolidation of ordinary shares. The conversion price is also subject to adjustment in the event the Company issues additional ordinary shares at a price per share that is less than such conversion price. In such case, the conversion price shall be reduced to adjust for dilution on a weighted average basis.

In addition, each share of the Series A-2 preferred shares would automatically be converted into ordinary shares of the Company (i) upon the closing of an initial public offering of the Company's shares or (ii) upon the election of holders of at least a majority of Series A-2 preferred shares.

Redemption right

The Series A-2 preferred shares are redeemable at any time after the 7th anniversary of the closing of sale and purchase of the Series A-2 Agreement. The redemption price for Series A-2 shares is equal to 150% of the original issue price (plus all declared but unpaid dividends).

The Company has determined that the Series A-2 preferred shares should be classified as mezzanine equity after considering the features of the preferred shares as described above.

The Company has also determined that conversion and redemption features embedded in the preferred shares are not required to be bifurcated and accounted for as derivatives, 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.

Due to the redemption features described above with respect to Series A-2 preferred shares, the Company recognizes the changes in the redemption value immediately as they occur by way of accreting their respective carrying amounts to the redemption value to the first redemption date, using the effective interest method. The accretion is 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 of the Company.

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12 Redeemable convertible preferred shares (Continued)

Series A-2

	Period from January 1, 2015 to July 23, 2015
Beginning balance	—
Issuance of preferred shares	6,734
Ending balance	6,734

The Company assessed beneficial conversion feature attributable to the Series A-2 preferred shares and determined that there was a beneficial conversion feature with an amount of US$1,973, which was bifurcated from the carrying value of Series A-2 preferred shares as a contribution to additional paid-in capital upon issuance of Series A-2 preferred shares. The discount of US$1,973 resulting from the recognition of the beneficial conversion feature will be amortized from the date of the issuance to the first redemption date of the Series A-2 preferred shares as a deemed dividend to preferred shareholders and charged against retained earnings, and in the absence of retained earnings, a charge to additional paid-in capital.

13 Share-based compensation

(a) Share option plan

The Company's share option plan provides for the grant of incentive share options to the Company's employees, officers, directors or consultants. The Company's board of directors administers the share option plan, selects the individuals to whom options will be granted, determines the number of options to be granted, and the term and exercise price of each option.

During the period from January 1, 2015 to July 23, 2015, the Company granted share options to employees, officers and directors of the Group. These options were granted with exercise prices denominated in the US$, which is the functional currency of the Company. The table below sets forth information regarding share options granted over the years:

Grant Date	Number of shares	Term (year)	Vesting period (year)	Exercise price at grant date (US$)
January 16, 2015 (Note i)	290,000	10	4.00	0.060
January 16, 2015 (Note i)	300,000	10	4.00	0.010
February 1, 2015 (Note ii)	1,760,000	10	4.00	0.060
February 1, 2015 (Note iii)	550,000	10	2.00	0.012
February 1, 2015 (Note iv)	220,000	10	2.25	0.016
February 1, 2015 (Note v)	40,000	10	2.42	0.012
February 1, 2015 (Note v)	150,000	10	2.42	0.016
February 1, 2015 (Note vi)	250,000	10	2.50	0.016
February 1, 2015 (Note vii)	100,000	10	2.75	0.032
February 1, 2015 (Note viii)	100,000	10	2.83	0.032
February 1, 2015 (Note viii)	640,000	10	2.83	0.040

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13 Share-based compensation (Continued)

(a) Share option plan (Continued)

Grant Date	Number of shares	Term (year)	Vesting period (year)	Exercise price at grant date (US$)
February 1, 2015 (Note ix)	700,000	10	2.92	0.040
February 1, 2015 (Note x)	30,000	10	3.17	0.016
February 1, 2015 (Note x)	320,000	10	3.17	0.048
February 1, 2015 (Note xi)	970,000	10	3.25	0.012
February 1, 2015 (Note xi)	250,000	10	3.25	0.016
February 1, 2015 (Note xii)	240,000	10	3.33	0.048
February 1, 2015 (Note xiii)	40,000	10	3.50	0.060
February 1, 2015 (Note xiv)	40,000	10	3.83	0.060
February 15, 2015 (Note xv)	60,000	10	2.25	0.016
February 15, 2015 (Note xvi)	320,000	10	3.17	0.048
February 15, 2015 (Note xvii)	80,000	10	3.67	0.060
March 15, 2015 (Note xviii)	20,000	10	4.00	0.060
April 2, 2015 (Note xix)	2,100,000	10	4.00	0.100
June 1, 2015 (Note xx)	3,950,000	10	4.00	0.150
July 1, 2015 (Note xxi)	553,000	10	4.00	0.200
July 1, 2015 (Note xxii)	35,000	10	4.08	0.200

(i) 25% of the options were vested on January 1, 2016 and the remaining 75% of the options are vested over a 3-year period starting from January 1, 2016 to January 15, 2019. The holders of the options are entitled to exercise the vested options until the expiration date — January 15, 2025 of the share options.

(ii) 25% of the options were vested on February 1, 2016 and the remaining 75% of the options are vested over a 3-year period starting February 1, 2016 to January 31, 2019. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(iii) 50% of the options were vested on February 1, 2015 and the remaining 50% of the options are vested over a 2-year period starting February 1, 2015 to January 31, 2017. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(iv) 43.75% of the options were vested on February 1, 2016 and the remaining 56.25% of the options are vested over a 2.25-year period starting February 1, 2016 to April 30, 2018. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(v) 39.6% of the options were vested on February 1, 2015 and the remaining 60.4% of the options are vested over a 2.42-year period starting February 1, 2015 to June 30, 2017. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(vi) 37.5% of the options were vested on February 1, 2015 and the remaining 62.5% of the options are vested over a 2.50-year period starting February 1, 2015 to July 31, 2017. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

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13 Share-based compensation (Continued)

(a) Share option plan (Continued)

(vii) 31.25% of the options were vested on February 1, 2015 and the remaining 68.75% of the options are vested over a 2.75-year period starting February 1, 2015 to October 31, 2017. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(viii) 29.2% of the options were vested on February 1, 2015 and the remaining 70.8% of the options are vested over a 2.83-year period starting February 1, 2015 to November 30, 2017. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(ix) 27% of the options were vested on February 1, 2015 and the remaining 73% of the options are vested over a 2.92-year period starting February 1, 2015 to December 31, 2017. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(x) 25% of the options were vested on April 1, 2015 and the remaining 75% of the options are vested over a 3-year period starting April 1, 2015 to March 31, 2018. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(xi) 25% of the options were vested on May 1, 2015 and the remaining 75% of the options are vested over a 3-year period starting May 1, 2015 to April 30, 2018. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(xii) 25% of the options were vested on June 1, 2015 and the remaining 75% of the options are vested over a 3-year period starting June 1, 2015 to May 31, 2018. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(xiii) 25% of the options were vested on August 1, 2015 and the remaining 75% of the options are vested over a 3-year period starting August 1, 2015 to July 31, 2018. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(xiv) 25% of the options were vested on December 1, 2015 and the remaining 75% of the options are vested over a 3-year period starting December 1, 2015 to November 30, 2018. The holders of the options are entitled to exercise the vested options until the expiration date — January 31, 2025 of the share options.

(xv) 43.75% of the options were vested on February 15, 2015 and the remaining 56.25% of the options are vested over a 2.25-year period starting February 15, 2015 to May 14, 2017. The holders of the options are entitled to exercise the vested options until the expiration date — February 14, 2025 of the share options.

(xvi) 25% of the options were vested on April 15, 2015 and the remaining 75% of the options are vested over a 3-year period starting April 15, 2015 to April 14, 2018. The holders of the options are entitled to exercise the vested options until the expiration date — February 14, 2025 of the share options.

(xvii) 25% of the options were vested on October 15, 2015 and the remaining 75% of the options are vested over a 3-year period starting October 15, 2015 to October 14, 2018. The holders of the options are entitled to exercise the vested options until the expiration date — February 14, 2025 of the share options.

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13 Share-based compensation (Continued)

(a) Share option plan (Continued)

(xviii) 25% of the options were vested on March 15, 2016 and the remaining 75% of the options are vested over a 3-year period starting March 15, 2016 to March 14, 2019. The holders of the options are entitled to exercise the vested options until the expiration date — March 14, 2025 of the share options.

(xix) 25% of the options were vested on April 2, 2016 and the remaining 75% of the options are vested over a 3-year period starting April 2, 2016 to April 1, 2019. The holders of the options are entitled to exercise the vested options until the expiration date — April 1, 2025 of the share options.

(xx) 25% of the options were vested on June 1, 2016 and the remaining 75% of the options are vested over a 3-year period starting June 1, 2016 to May 31, 2019. The holders of the options are entitled to exercise the vested options until the expiration date — May 31, 2025 of the share options.

(xxi) 25% of the options were vested on July 1, 2016 and the remaining 75% of the options are vested over a 3-year period starting July 1, 2016 to June 30, 2019. The holders of the options are entitled to exercise the vested options until the expiration date — June 30, 2025 of the share options.

(xxii) 25% of the options were vested on August 1, 2016 and the remaining 75% of the options are vested over a 3-year period starting August 1, 2016 to July 31, 2019. The holders of the options are entitled to exercise the vested options until the expiration date — June 30, 2025 of the share options.

The following table summarizes the share option activity for the period from January 1, 2015 to July 23, 2015:

	Number of shares	Weighted average exercise price (US$)	Weighted average grant date fair value (US$)	Weighted average remaining contractual life (years)	Aggregate intrinsic value (US$'000)
At January 1, 2015	—	—	—	—	—
Granted	14,108,000	0.085	0.3455		
At July 23, 2015	14,108,000	0.0850	0.3455	9.67	8,858

Forfeitures are estimated at the time of grant. If necessary, forfeitures are revised in subsequent periods if actual forfeitures differ from those estimates. Based upon the Company's historical and expected forfeitures for share options granted, the directors of the Company estimated that its future forfeiture rate would be 0% for employees and 0% for senior management during the period.

The aggregate intrinsic value in the table above represents the difference between the estimated fair value of the Company's ordinary shares as of July 23, 2015 and the exercise price.

All share-based payments to employees are measured based on their grant-date fair values. Compensation expense is recognized based on the vesting schedule over the requisite service period. Total fair values of options vested and recognized as expenses as of July 23, 2015 were US$597.

As of July 23, 2015, there were US$4,296 of unrecognized share-based compensation expenses related to share options, which were expected to be recognized over a weighted-average vesting period of 3.27 years. To the extent the actual forfeiture rate is different from the Company's estimate, the actual share-based compensation related to these awards may be different from the expectation.

OPTAIM LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

13 Share-based compensation (Continued)

(a) Share option plan (Continued)

The binomial option pricing model is used to determine the fair value of the share options granted to employees and non-employees. The fair values of share options granted during the period from January 1, 2015 to July 23, 2015 were estimated using the following assumptions:

Grant Date	Risk-free interest rate (Note i)	Dividend yield (Note ii)	Volatility rate (Note iii)	Expected term (in years) (Note iv)
January 16, 2015	3.570%	0.0%	53.45%	10.00
February 1, 2015	3.510%	0.0%	53.39%	10.00
February 15, 2015	3.380%	0.0%	53.40%	10.00
March 15, 2015	3.450%	0.0%	53.31%	10.00
April 2, 2015	3.630%	0.0%	53.22%	10.00
June 1, 2015	3.640%	0.0%	52.98%	10.00
July 1, 2015	3.630%	0.0%	52.86%	10.00

Notes:
(i) The risk-free interest rate of periods within the contractual life of the share option is based on the yield of US Treasury Strips sourced from Bloomberg as of the valuation dates.
(ii) The Company has no history or expectation of paying dividends on its ordinary shares.
(iii) Expected volatility is estimated based on the average of historical volatilities of the comparable companies in the same industry as at the valuation dates.
(iv) The expected term is developed by assuming the share options will be exercised towards the end of maturity dates.

14 Income tax

(i) Cayman Islands

Under the current tax laws of Cayman Islands, the Company and its subsidiaries are not subject to tax on income or capital gains. Besides, upon payment of dividends by the Company to its shareholders, no Cayman Islands withholding tax will be imposed.

(ii) Hong Kong profits tax

Entities incorporated in Hong Kong are subject to Hong Kong profits tax at a rate of 16.5% on the estimated assessable profit for the period from January 1, 2015 to July 23, 2015.

(iii) PRC Enterprise Income Tax ("EIT")

The Company's subsidiaries and VIEs in China are governed by the Enterprise Income Tax Law ("EIT Law"). Pursuant to the EIT Law and its implementation rules, enterprises in China are generally subjected to tax at a statutory rate of 25%.

In addition, according to the EIT Law and its implementation rules, foreign enterprises, which have no establishment or place in the PRC but derive dividends, interest, rents, royalties and other income (including capital gains) from sources in the PRC shall be subject to PRC withholding tax ("WHT") at 10% (a further

OPTAIM LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

14 Income tax (Continued)

(iii) PRC Enterprise Income Tax ("EIT") (Continued)

reduced WHT rate may be available according to the applicable double tax treaty or arrangement). The 10% WHT is applicable to any dividends to be distributed from the Group's PRC subsidiaries to the Group's overseas companies unless otherwise exempted pursuant to applicable tax treaties or tax arrangements between the PRC government and the government of other jurisdiction which the WHT is reduced to 5%.

Although there are undistributed earnings of the Company's subsidiary located in the PRC that are available for distribution to the Company, the undistributed earnings of the Company's subsidiaries located in the PRC are considered to be indefinitely reinvested, because the Group does not have any present plan to pay any cash dividends on its ordinary shares in the foreseeable future and intends to retain most of its available funds and any future earnings for use in the operation and expansion of its business. Accordingly, no deferred tax liability has been accrued for the Chinese dividend withholding taxes that would be payable upon the distribution of those amounts to the Company as of July 23, 2015.

Composition of income tax expense

The current and deferred portions of income tax expense included in the consolidated statement of comprehensive loss are nil as of July 23, 2015 are as follows:

	Period from January 1, 2015 to July 23, 2015 US$'000
Current income tax expense	44
Deferred tax expense	—
	44

Deferred tax assets and liabilities

Deferred taxes were measured using the enacted tax rates for the periods in which they are expected to be reversed. The tax effects of temporary differences that give rise to the deferred tax asset balances as of July 23, 2015 are as follows:

	As of July 23, 2015
Deferred tax assets, current:	
Customer deposits	1,310
Accrued expense and others not currently deductible for tax purposes	97
Valuation allowance (a)	(1,407)
Total current deferred tax assets, net	—
Deferred tax assets, non-current:	
Tax loss carried forward	575
Valuation allowance (a)	(575)
Total non-current deferred tax assets, net	—

OPTAIM LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

14 Income tax (Continued)

(iii) PRC Enterprise Income Tax ("EIT") (Continued)

Deferred tax assets and liabilities (Continued)

(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 future. In making such determination, the Group considered factors including future taxable income exclusive of reversing temporary differences and tax loss carry forwards. Valuation allowance was provided for net operating loss carryforwards because it was more likely than not that such deferred tax assets will not be realized based on the Group's estimate of its future taxable income. If events occur in the future that allow the Group to realize more of its deferred income tax than the presently recorded amounts, an adjustment to the valuation allowances will result in a decrease in tax expense when those events occur.

Movement of valuation allowance is as follows:

	As of July 23, 2015
Beginning balance	1,792
Additions	190
Ending balance	1,982

Tax loss carryforwards

As of July 23, 2015, the Group had tax loss carryforwards of approximately US$2,301, which can be carried forward to offset future taxable income. The net operating tax loss carry forwards will begin to expire as follows:

	As of July 23, 2015
2019	1
2020	2,300
Total	2,301

In accordance with PRC Tax Administration Law on the Levying and Collection of Taxes, the PRC tax authorities generally have up to five years to claw back underpaid tax plus penalties and interest for PRC entities' tax filings. In the case of tax evasion, which is not clearly defined in the law, there is no limitation on the tax years open for investigation. Accordingly, the PRC entities' tax years from 2010 to 2016 remain subject to examination by the tax authorities. There were no ongoing examinations by tax authorities as of July 23, 2015.

OPTAIM LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

14 Income tax (Continued)

(iii) PRC Enterprise Income Tax ("EIT") (Continued)

Tax loss carryforwards (Continued)

Reconciliation between the expense of income taxes computed by applying the statutory tax rate to loss before income taxes and the actual provision for income taxes is as follows:

	Period from January 1, 2015 to July 23, 2015
Net income before provision for income tax	70
PRC statutory tax rate at 25%	—
Income tax expense at statutory tax rate	18
Expenses not deductible for tax purposes	20
Change in valuation allowance	190
Effect of income tax rate difference in other jurisdictions	(184)
Provision for income tax	44

15 Related party transactions

As of July 23, 2015, the amount due to a related party was as follows:

	As of July 23, 2015
Amount due to a related party	
Amount due to a director	537

The amount due to a director represents cash advances from a director which was unsecured, interest-free and with no fixed repayment terms.

16 Commitments and contingencies

(a) Operating lease commitments

The Group leases facilities under non-cancellable operating leases expiring on different dates. The terms of substantially all of these leases are two years or less. Payments under operating leases are expensed on a straight-line basis over the periods of the respective leases.

Total office rental expenses under all operating leases were US$74 for the period from January 1, 2015 to July 23, 2015.

OPTAIM LIMITED

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(US$'000, except share data and per share data, or otherwise noted)

16 Commitments and contingencies (Continued)

(a) Operating lease commitments (Continued)

As of July 23, 2015, future minimum payments under non-cancellable operating leases for office rental consist of the following:

	As of July 23, 2015
Remainder of 2015	32
2016	36
2017	20
Total	88

(b) Purchase commitments

As of July 23, 2015, there were no purchase commitments.

(c) Litigation

In the ordinary course of the business, the Group is subject to periodic legal or administrative proceedings. As of July 23, 2015, the Group is not a party to any legal or administrative proceedings which will have a material adverse effect on the Group's business, financial condition and each of the consolidated financial statements.

17 Restricted net assets

Relevant PRC laws and regulations permit payments of dividends by the Group's subsidiary and the VIE incorporated in the PRC only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. In addition, the Group's subsidiary and the VIE in the PRC are required to annually appropriate 10% of their net after-tax income to the statutory general reserve fund prior to payment of any dividends, unless such reserve funds have reached 50% of their respective registered capital. As a result of these and other restrictions under PRC laws and regulations, the Group's subsidiary and the VIE subsidiary incorporated in the PRC are restricted in their ability to transfer a portion of their net assets to the Company either in the form of dividends, loans or advances. There are no significant differences between US GAAP and PRC accounting standards in connection with the reported net assets of the legally owned subsidiary in the PRC and the VIE. Even though the Company currently does not require any such dividends, loans or advances from the PRC entities for working capital and other funding purposes, the Company may in the future require additional cash resources from them due to changes in business conditions, to fund future acquisitions and development, or merely to declare and pay dividends or distributions to our shareholders. Except for the above, there is no other restriction on use of proceeds generated by the Group's subsidiary and the VIE to satisfy any obligations of the Company.

18 Subsequent events

Optimix acquired 100% equity interest of the Company on July 24, 2015 at a consideration of approximately US$67,620 in the form of cash and shares of Optimix.

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. The new articles of association that we expect to adopt to become effective upon the completion of this offering provide for indemnification of officers and directors for losses, damages, costs and expenses incurred in their capacities as such only if they acted honestly and in good faith with a view to the best interests of our company and, in the case of criminal proceedings, only if they had no reasonable cause to believe that their conduct was unlawful.

Pursuant to the form of indemnification agreement filed as Exhibit 10.9 to this registration statement, we will agree to indemnify our directors and 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.

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 Securities and Exchange Commission 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 or pursuant to Section 4(a)(2) of the Securities Act regarding transactions not involving a public offering. No underwriters were involved in these issuances of securities. We believe that our issuances of share awards to our employees, officers and consultants were exempt from registration under the Securities Act in reliance on Rule 701 under the Securities Act.

Purchaser	Date of Issuance	Number of Securities	Consideration	Underwriting Discounts and Commissions
Maestro Investment Holdings Limited	January 1, 2014	1,740,653 ordinary shares	Note 1	Not applicable
Big Tooth Corporation	December 22, 2014	274,752 ordinary shares	Note 2	Not applicable
Arda Holdings Limited	December 23, 2014	255,033 ordinary shares	Note 3	Not applicable
BlueFocus International Limited	December 30, 2014	742,320 ordinary shares	US$12.0 million	Not applicable
BlueFocus International Limited	December 30, 2014	2,493,018 series D preferred shares	US$48.0 million	Not applicable
Bondwa Enterprise Limited	February 13, 2015	71,076 ordinary shares	Note 4	Not applicable
Triwin Holdings Limited	February 13, 2015	71,075 ordinary shares	Note 4	Not applicable

Purchaser	Date of Issuance	Number of Securities	Consideration in U.S. Dollars	Underwriting Discounts and Commissions
Igomax Inc.	July 24, 2015	1,496,399 ordinary shares	Note 5	Not applicable
Zaffre Investments, Inc.	July 24, 2015	446,604 ordinary shares	Note 5	Not applicable
BAI GmbH	July 24, 2015	592,088 ordinary shares	Note 5	Not applicable
Arda Holdings Limited	July 24, 2015	632,581 ordinary shares	Note 3	Not applicable
Arda Holdings Limited	October 14, 2015	945,663 ordinary shares	Note 3	Not applicable
Shenwan Hongyuan Goldspring Fund I	December 28, 2016	1,068,114 series E preferred shares	US$20.0 million	Not applicable

1 These ordinary shares were issued to Maestro Investment Holdings Limited in consideration for our acquisition of 49% shares in Harmanttan Capital Holdings Corporation.
2 These ordinary shares were issued to Blue Tooth Corporation in recognition of Mr. Robert Tran's consulting services to us.
3 These ordinary shares were issued to Arda Holdings Limited to reserve for future grant and exercise of options under the 2010 Plan.
4 These ordinary shares were issued to Bondwa Enterprise Limited and Triwin Holdings Limited, then-shareholders of Buzzinate as share consideration for our acquisition of Buzzinate.
5 These ordinary shares were issued to Igomax Inc., Zaffre Investment, Inc., and BAI GmbH, then-shareholders of OptAim as share consideration for our acquisition of OptAim.

ITEM 8. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits

See Exhibit Index beginning on page II-7 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 shown in the Consolidated Financial Statements and the Notes thereto.

ITEM 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters 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 Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant under Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 Hong Kong, on , 2017.

iClick Interactive Asia Group Limited

By: _____
Name: **Wing Hong Sammy Hsieh**
Title: **Chief Executive Officer and Chairman of the Board**

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Wing Hong Sammy Hsieh and Jie Jiao 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 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, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
Wing Hong Sammy Hsieh	Chief Executive Officer and Executive Chairman of the Board (principal executive officer)	, 2017
Jie Jiao	Chief Financial Officer (principal financial and principal accounting officer)	, 2017
Jian Tang	Director	, 2017
Yau Ping Ricky Ng	Director	, 2017
Francis Hun Ming Wong	Director	, 2017
Yu Long	Director	, 2017
Antares Au	Director	, 2017
Anmin Pan	Director	, 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 iClick Interactive Asia Group Limited, has signed this registration statement or amendment thereto in the on , 2017.

Authorized U.S. Representative

By: _____
Name:
Title:

EXHIBIT INDEX

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*	Eighth Amended and Restated Memorandum and Articles of Association of the Registrant, effective upon completion of this offering
4.1*	Registrant's Specimen American Depositary Receipt (included in Exhibit 4.3)
4.2*	Registrant's Specimen Certificate for Ordinary Shares
4.3*	Form of Deposit Agreement, dated as of , 2017 among the Registrant, the Depositary and Beneficial Owners of the American Depositary Receipts
5.1*	Opinion of Travers Thorp Alberga Attorneys at Law regarding the validity of the ordinary shares being registered and certain other legal matters
8.1*	Opinion of Travers Thorp Alberga Attorneys at Law regarding certain Cayman Islands tax matters
8.2	Opinion of Jingtian & Gongcheng regarding certain PRC tax matters (included in Exhibit 99.2)
10.1	Series E Share Subscription Agreement dated December 19, 2016
10.2	Fourth Amended and Restated Shareholders Agreement dated December 28, 2016
10.3	English translation of Exclusive Business Cooperation Agreement between OptAim Beijing, OptAim Network and Zhiyunzhong dated January 16, 2015
10.4	English translation of Second Amended and Restated Exclusive Call Option Agreement among OptAim Beijing, OptAim Network and the shareholders of OptAim Network dated May 26, 2017
10.5	English translation of Second Amended and Restated Equity Pledge Agreement among OptAim Beijing, OptAim Network and the shareholders of OptAim Network dated May 26, 2017
10.6	English translation of Irrevocable Powers of Attorney granted by the Jian Tang and Jie Jiao dated May 26, 2017
10.7	English translation of Spousal Consents granted by Xinyu Fan dated May 26, 2017
10.8*	Share Option Incentive Scheme of the Registrant
10.9*	Form of Indemnification Agreement with Executive Officers and Directors
10.10	Form of Employment Agreement and One Way Non-disclosure Agreement with Executive Officers
21.1	List of Subsidiaries of the Registrant
23.1*	Consent of PricewaterhouseCoopers
23.2*	Consent of Travers Thorp Alberga Attorneys at Law
23.3	Consent of Jingtian & Gongcheng (included in Exhibit 99.2)
24.1*	Powers of Attorney (included on signature page in Part II of the registration statement)
99.1*	Code of Business Conduct and Ethics of the Registrant
99.2	Opinion of Jingtian & Gongcheng regarding certain PRC law matters
99.3†	Consent of Frost & Sullivan

* To be filed by amendment.
† Previously filed.

Exhibit 3.1

THE COMPANIES LAW (AS AMENDED)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

SEVENTH AMENDED AND RESTATED

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

OPTIMIX MEDIA ASIA LIMITED

Incorporated on the 3rd day of February, 2010

(Amended and restated by Special Resolutions passed on the 28th day of December, 2016)

THE COMPANIES LAW (AS AMENDED)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

SEVENTH AMENDED AND RESTATED

MEMORANDUM OF ASSOCIATION

OF

OPTIMIX MEDIA ASIA LIMITED

(As amended and adopted by Special Resolutions passed on the 28th day of December, 2016)

1 The name of the Company is Optimix Media Asia Limited.

2 The registered office of the Company shall be at the offices of ATC Trustees (Cayman) Limited, Landmark Square, 3rd Floor, 64 Earth Close, Grand Cayman, KY1-1203 Cayman Islands, or at such other place as the Directors may from time to time decide.

3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (as amended) or as the same may be revised from time to time, or any other law of the Cayman Islands.

4 The liability of each Member is limited to the amount from time to time unpaid on such Member's shares.

5 The share capital of the Company is US$50,000 divided into 50,000,000 shares of par value of US$0.001 each, of which 37,150,000 are designated Ordinary Shares of par value US$0.001 per share (the "**Ordinary Shares**"), 2,500,000 are designated Series A Preference Shares of par value US$0.001 per share (the "**Series A Preference Shares**"), 3,000,000 are designated Series B Preference Shares of par value US$0.001 per share (the "**Series B Preference Shares**"), 1,650,000 are designated Series C Preference Shares of par value US$0.001 per share (the "**Series C Preference Shares**"), 4,500,000 are designated Series D Preference Shares of par value US$0.001 per share (the "**Series D Preference Shares**") and 1,200,000 are designated Series E Preference Shares of par value US$0.001 per share (the "**Series E Preference Shares**").

6 The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

7 Capitalised terms that are not defined in this Memorandum of Association bear the same meaning as those given in the Articles of Association of the Company.

THE COMPANIES LAW (AS AMENDED)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

SEVENTH AMENDED AND RESTATED

ARTICLES OF ASSOCIATION

OF

OPTIMIX MEDIA ASIA LIMITED

(As amended and adopted by Special Resolutions passed on the day of December 28th, 2016)

1 Interpretation

1.1 In these Articles Table A in the First Schedule to the Statute does not apply and, unless there is something in the subject or context inconsistent therewith:

"**2017 Financial Year**"	has the meaning ascribed thereto in Section 4.1(e)(ii)(x) of Schedule 1 to these Articles.
"**2018 Financial Year**"	has the meaning ascribed thereto in Section 4.1(e)(ii)(y) of Schedule 1 to these Articles.
"**A and B Holders**"	means holders of Series A Preference Shares and Series B Preference Shares, together with permitted transferees and assigns of such holders who become parties to the Second Amended and Restated Right of First Refusal and Co-Sale Agreement.
"**A and B Holders' Option Period**"	has the meaning ascribed thereto in Section 10.5(a) of Schedule 1 to these Articles.
"**A and B Co-Sale Shares**"	has the meaning set forth in Section 11.7 of Schedule 1 to these Articles.
"**Additional Ordinary Shares**"	has the meaning ascribed thereto in Section 1.4(iii) of Schedule 1 to these Articles.

"**Adjusted Ordinary Issue Price**"	means the BF Aggregate Subscription Price (x) multiplied by the BF Ordinary Percentage, and (y) divided by the total number of Existing Shares and additional Ordinary Shares issued pursuant to Section 7.10 of the Series D SPA (if any).
"**Adjusted Series D Issue Price**"	means the BF Aggregate Subscription Price (x) multiplied by the BF Series D Percentage, and (y) divided by the total number of New Shares, BF Compensation Shares (if any) and Series D Shares issued pursuant to Section 7.10 of the Series D SPA (if any).
"**Affiliate**"	means, any other person that, directly or indirectly, controls, is controlled by or is under common control with such person.
"**Articles**"	means these seventh amended and restated Articles of Association of the Company, as amended and restated from time to time.
"**Auditor**"	means the person for the time being performing the duties of auditor of the Company (if any).
"**BAI**"	means BAI GmbH, a company duly incorporated and existing under the laws of Germany.
"**BAI Shares**"	means Ordinary Shares held by BAI as of July 24, 2015.
"**Bertelsmann**"	means Bertelsmann Asia Investments AG, a company duly incorporated and existing under the laws of Switzerland.
"**BF Aggregate Subscription Price**"	means the Aggregate Subscription Price as defined in the Series D SPA.
"**BF Compensation Shares**"	means the Compensation Shares as defined in the Series D SPA.

"**BF Ordinary Percentage**"	means a fraction, the numerator being the Initial Ordinary Issue Price, multiplied by the total number of Existing Shares and additional Ordinary Shares issued pursuant to Section 7.10 of the Series D SPA (if any), and the denominator being the sum of (x) the Initial Ordinary Issue Price multiplied by the total number of Existing Shares and additional Ordinary Shares issued pursuant to Section 7.10 of the Series D SPA (if any), and (y) the Initial Series D Issue Price, multiplied by the total number of New Shares, the BF Compensation Shares (if any) and additional Series D Shares issued pursuant to Section 7.10 of the Series D SPA (if any).
"**BF Purchased Shares**"	means the Purchased Shares as defined in the Series D SPA, as well as any additional Shares issued pursuant to Section 7.10 of the Series D SPA.
"**BF Redemption Shares**"	has the meaning ascribed thereto in Section 4.1(d) of Schedule 1 to these Articles.
"**BF Series D Percentage**"	means a fraction, the numerator being the Initial Series D Issue Price, multiplied by the total number of New Shares, the BF Compensation Shares (if any), and additional Series D Shares issued pursuant to Section 7.10 of the Series D SPA (if any), and the denominator being the sum of (x) the Initial Ordinary Issue Price multiplied by the total number of Existing Shares and additional Ordinary Shares issued pursuant to Section 7.10 of the Series D SPA (if any), and (y) the Initial Series D Issue Price, multiplied by the total number of New Shares, the BF Compensation Shares (if any) and additional Series D Shares issued pursuant to Section 7.10 of the Series D SPA (if any).
"**BlueFocus**"	means BlueFocus International Limited, a limited corporation duly incorporated and existing under the Laws of Hong Kong SAR.
"**Board**" and "**Board of Directors**"	means the board of Directors of the Company.

"**Co-Sale Notice**"	has the meaning set forth in Section 11.1 hereof.
"**Closing**"	has the meaning ascribed thereto in the Series E SPA.
"**Company**"	means the above named company.
"**Company's Option Period**"	has the meaning ascribed thereto in Section 10.2 of Schedule 1 to these Articles.
"**Company Redemption Notice**"	has the meaning ascribed thereto in Section 4.2(b) of Schedule 1 to these Articles.
"**Control**"	means the power or authority, whether exercised or not, to direct the business, management and policies of a Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such person or power to control the composition of a majority of the board of directors of such person; the term "Controlled" has the meaning correlative to the foregoing.
"**Conversion Price**"	means, in respect of the Series A Preference Shares, the Series A Conversion Price, in respect of the Series B Preference Shares, the Series B Conversion Price, in respect of the Series C Preference Shares, the Series C Conversion Price in respect of the Series D Preference Shares, the Series D Conversion Price and, in respect of the Series E Preference Shares, the Series E Conversion Price.
"**Convertible Securities**"	has the meaning ascribed thereto in Section 1.4(a)(ii) of Schedule 1 to these Articles.
"**Conversion Share**s"	means Ordinary Shares issued or issuable upon conversion of Preference Shares.
"**Directors**"	means the directors for the time being of the Company.

"**Dividend**"	includes an interim dividend.
"**Election Notice**"	has the meaning ascribed thereto in Section 4.2(a) of Schedule 1 to these Articles.
"**Electronic Record**"	has the same meaning as in the Electronic Transactions Law (2003 Revision) of the Cayman Islands, as may be amended from time to time.
"**Eligible A and B Holders**"	has the meaning set forth in Section 11.7 hereof.
"**Eligible Ordinary Investor**"	has the meaning set forth in Section 11.9 hereof.
"**Equity Securities**"	means any Ordinary Shares or Ordinary Share Equivalents of the Company.
"**ESOP**"	means the equity incentive plan of the Company adopted by the Board in 2010, as amended and restated from time to time.
"**Exercising Holder**"	has the meaning ascribed thereto in Section 8.4 of Schedule 1 to these Articles.
"**Exercising Shareholder**"	has the meaning ascribed thereto in Section 10.5(c) of Schedule 1 to these Articles.
"**Fifth Notice**"	has the meaning ascribed thereto in Section 10.5(c) of Schedule 1 to these Articles.
"**Fifth Pre-emptive Notice**"	has the meaning ascribed thereto in Section 8.6 of Schedule 1 to these Articles.
"**Fifth Remaining Securities**"	has the meaning ascribed thereto in Section 8.6 of Schedule 1 to these Articles.
"**First Pre-emptive Rights**"	has the meaning ascribed thereto in Section 8.1 of Schedule 1 to these Articles.
"**Founders**"	means each of Mr. Hsieh Wing Hong Sammy, Ng Yau Ping and O&K Investment Ltd.
"**Fourth Notice**"	has the meaning ascribed thereto in Section 10.4 of Schedule 1 to these Articles.
"**Fourth Pre-emptive Notice"**	has the meaning ascribed thereto in Section 8.5 of Schedule 1 to these Articles.

"**Fourth Remaining Securities"**	has the meaning ascribed thereto in Section 8.5 of Schedule 1 to these Articles.
"**Group Company**"	means each of the Company and each of its wholly, directly and indirectly owned Subsidiaries, and "**Group**" refers to all Group Companies collectively.
"**Igomax**"	means Igomax Inc., a company duly incorporated and existing under the laws of the British Virgin Islands.
"**Igomax QIPO**"	means the first firm commitment underwritten registered public offering by the Company of its Ordinary Shares with an offering price (net of underwriting commissions and expenses) that implies a market capitalization of the Company immediately prior to such offering of not less than US$500,000,000.
"**Igomax Shares**"	means the Ordinary Shares held by Igomax as of July 24, 2015.
"**Initial Ordinary Issue Price**"	means the Ordinary Share Price referred to in the Series D SPA.
"**Initial Series D Issue Price**"	means the Series D Share Price referred to in the Series D SPA.
"**IPO**"	has the meaning ascribed thereto in the Shareholders Agreement.
"**Issue Price**"	means the Series E Issue Price, Series D Issue Price, the Series C Issue Price, the Series B Issue Price or the Series A Issue Price, as applicable.
"**Issuance Notice**"	has the meaning ascribed thereto in Section 8.1 of Schedule 1 to these Articles.
"**Liquidating Transaction**"	has the meaning ascribed thereto in Section 2.1 of Schedule 1 to these Articles.
"**Management**"	means key management members and officers of the Company and its subsidiaries and any other Affiliates (except the Founders), as set forth in Schedule G of the ROFR and having an interest in the Equity Securities.

"**Member**"	has the same meaning as in the Statute.
"**Memorandum**"	means the seventh amended and restated Memorandum of Association of the Company, as amended and restated from time to time in accordance with Article 16 hereof.
"**New Securities**"	means subject to the terms of Section 8 of Schedule 1 hereof, any newly issued Equity Securities of the Company, except for (i) any Ordinary Shares, or any option or warrant to acquire any Ordinary Shares, issued to employees, officers, consultants or directors of the Company pursuant to a stock option plan, stock purchase plan, or other equity incentive plan, in any case that is approved by at least 2/3 of the members of the Board (which majority must include the Series D Director, the Series B Director and the Series A Director); (ii) Equity Securities issued upon conversion of the Preference Shares; (iii) Equity Securities issued in connection with any share split, share dividend, combination, or similar transaction of the Company; (iv) Equity Securities issued in a Qualified IPO; (v) Equity Securities issued upon the conversion of any debenture, warrant, option, or other convertible securities outstanding prior to the issuance of the Series B Preference Shares; or (vi) any Equity Securities issued or allotted pursuant to Section 10.6 of the Shareholders Agreement.
"**Non-Exercising Holder**"	has the meaning ascribed thereto in Section 8.4 of Schedule 1 to these Articles.
"**Non-Liquidation M&A**"	means (i) a merger or acquisition of the Company or any of its Subsidiaries in which the shareholders of the Company do not directly or indirectly own a majority of thet issued and outstanding shares of the surviving corporation, or (ii) a sale of all or substantially all of the assets of the Company or the assets of its Subsidiaries, in each case that implies a valuation on a fully-diluted basis of the Company of US$550,000,000 or higher.

"**Offered Shares**"	has the meaning ascribed thereto in Section 10.1 of Schedule 1 to these Articles.
"**OptAim Director**"	has the meaning ascribed thereto in Article 27.
"**OptAim Subsidiaries**"	means OptAim (HK) Limited, OptAim (Beijing) Information Technology Co., Ltd. (智云众（北京）信息技术有限公司), Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司), Zhiyunzhong (Shanghai) Technology Co., Ltd. (指匀众（上海）科技有限公司) and their successor(s).
"**Options**"	has the meaning ascribed thereto in Section 1.4(a)(i) of Schedule 1 to these Articles.
"**Ordinary Co-Sale Shares**"	has the meaning ascribed thereto in Section 11.9 of Schedule 1 to these Articles.
"**Ordinary Director**"	has the meaning ascribed thereto in Article 27.
"**Ordinary Investors**"	means SSG I, Bertelsmann and BlueFocus in their capacities as holders of Ordinary Shares.
"**Ordinary Investors' Option Period**"	has the meaning ascribed thereto in Section 10.7 of Schedule 1 to these Articles.
"**Ordinary Resolution**"	means a resolution passed by a simple majority of the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution. In computing the majority when a poll is taken regard shall be had to the number of votes to which each Member is entitled by the Articles.
"**Ordinary Shares**"	means the ordinary shares, par value US$0.001 per share, in the capital of the Company.
"**Ordinary Share Equivalents**"	means warrants, options and rights exercisable for Ordinary Shares and instruments convertible into or exchangeable for Ordinary Shares, including, without limitation, the Preference Shares.
"**Overallotment Notice**"	has the meaning ascribed thereto in Section 8.4 of Schedule 1 of these Articles.

"**Permitted Transferee**" and "**Permitted Transferees**"	has the meaning ascribed thereto in Section 13.1 of Schedule 1 to these Articles.
"**Pledged Shares**"	has the meaning ascribed thereto in Section 4.5 of Schedule 1 to these Articles.
"**Preference Amount**"	has the meaning ascribed thereto in Section 2.1 of Schedule 1 to these Articles.
"**Preference Shares**"	means, collectively, the Series E Preference Shares, the Series D Preference Shares, the Series C Preference Shares, the Series B Preference Shares and the Series A Preference Shares.
"**Principal**"	means each of the Founders, Mr. Chau Tsun Ming, Jimmy, Arda Holdings, Wong Pi Yan, Selina, Cheng Ka Lar, Cara, Tran Kwok Wai, Robert, Yim Tsz Ling, Sidney, Tang Jian, and Igomax; provided that, if a Qualified IPO has not been consummated by December 31, 2017, each of Tang Jian and Igomax shall cease to be a Principal effective as of January 1, 2018.
"**Put Exercise Notice**"	has the meaning ascribed to it in Section 7.1 of Schedule 1 to these Articles.
"**Put Option Interest Rate**"	means for each of 2015 and 2016, a non-compound interest rate of 18% per annum, and for 2017, a non-compound interest rate of 12% per annum.
"**Qualified Auditor**"	means any of Deloitte Touche Tohmatsu Limited, PwC, Ernst & Young or KPMG.
"**QIPO Put Option**"	has the meaning ascribed thereto in Section 7.1 of Schedule 1 to these Articles.
"**QIPO Put Price**"	has the meaning ascribed thereto in Section 7.1 of Schedule 1 to these Articles.
"**QIPO Put Trigger Date**"	has the meaning ascribed thereto in Section 7.1 of Schedule 1 to these Articles.
"**Qualified Auditor**"	has the meaning ascribed thereto in the Series D SPA.

"**Qualified IPO**"	means the first firm commitment underwritten registered public offering by the Company of its Ordinary Shares for its own account that results in such securities being listed or registered on NASDAQ Stock Exchange, New York Stock Exchange, Hong Kong Stock Exchange, the Shenzhen Stock Exchange, Shanghai Stock Exchange or such other international recognized stock exchange approved in writing by SWHY, BlueFocus, Bertelsmann and the Majority Series A Holders, (i) with an offering price (net of underwriting commissions and expenses) that implies a market capitalization of the Company immediately prior to such offering of not less than US$600,000,000 (if on or prior to December 31, 2017) or US$650,000,000 (if on or after January 1, 2018); and (ii) which results in aggregate cash proceeds to the Company of not less than US$150,000,000 (or an equivalent amount thereof in another currency) prior to deduction of underwriting discounts, commissions and expenses, except that if such first firm commitment underwritten registered public offering by the Company is on NASDAQ or NYSE, then the aggregate cash proceeds to the Company resulting from such could be less than US$150,000,000 (or an equivalent amount thereof in another currency) prior to deduction of underwriting discounts, commissions and expenses. For the avoidance of doubt, the total amount of deduction in item (ii) shall not exceed US$30,000,000 unless otherwise approved by the Board including the affirmative consent of the Series A Director, the Series B Director and the Series D Director.
"**Qualified M&A Event 1**"	means (i) a merger or acquisition of the Company or any of its Subsidiaries in which the shareholders of the Company do not directly or indirectly own a majority of the issued and outstanding shares of the surviving corporation or (ii) a sale of all or substantially all of the assets of the Company or the assets of its Subsidiaries, in each case, which implies an equity valuation of the Group of US$300,000,000 or higher.

"**Qualified M&A Event 2**"	means (i) a merger or acquisition of the Company or any of its Subsidiaries in which the shareholders of the Company do not directly or indirectly own a majority of the issued and outstanding shares of the surviving corporation or (ii) a sale of all or substantially all of the assets of the Company or the assets of its Subsidiaries, in each case, which implies an equity valuation of the Group of US$250,000,000 or higher, but lower than US$300,000,000.
"**Qualifying Ordinary Investor**"	has the meaning ascribed thereto in Section 8.6 of Schedule 1 to these Articles.
"**Redemption Date**"	has the meaning ascribed thereto in Section 4.2(b) of Schedule 1 to these Articles.
"**Redemption Price**"	means, in respect of the Series A Preference Shares, the Series A Redemption Price, in respect of the Series B Preference Shares, the Series B Redemption Price, in respect of the Series C Preference Shares, the Series C Redemption Price, in respect of the Series D Preference Shares, the Series D Redemption Price, and in respect of the Series E Preference Share, the Series E Redemption Price.
"**Redemption Shares**"	has the meaning ascribed thereto in Section 4.2(c) of Schedule 1 to these Articles.
"**Register of Members**"	means the register maintained in accordance with the Statute and includes (except where otherwise stated) any duplicate Register of Members.
"**Registered Office**"	means the registered office for the time being of the Company.
"**Remaining Securities**"	has the meaning ascribed thereto in Section 8.2 of Schedule 1 to these Articles.
"**Residual Amount**"	has the meaning ascribed thereto in the Series D SPA.
"**Revenue Target**"	has the meaning ascribed thereto in the Series D SPA.

"**ROFR**"	means the third amended and restated right of first refusal and co-sale agreement dated December 28, 2016
"**Seal**"	means the common seal of the Company and includes every duplicate seal.
"**Second Notice**"	has the meaning ascribed thereto in Section 10.2 of Schedule 1 to these Articles.
"**Second Pre-emptive Notice**"	has the meaning ascribed thereto in Section 8.2 of Schedule 1 to these Articles.
"**Second Pre-emptive Rights**"	has the meaning ascribed thereto in Section 8.2 of Schedule 1 to these Articles.
"**Second Remaining Securities**"	has the meaning ascribed thereto in Section 8.3 of Schedule 1 to these Articles.
"**Selling Shareholder**"	has the meaning ascribed thereto in Section 11.1 of Schedule 1 to these Articles.
"**Series A Conversion Price**"	has the meaning ascribed thereto in Section 1.1(c)(i) of Schedule 1 to these Articles.
"**Series A Director**"	has the meaning ascribed thereto in Article 27.1(a).
"**Series A Issue Price**"	means US$1.05 per Series A Preference Share.
"**Series A Preference Amount**"	has the meaning ascribed thereto in Section 2.1(e) of Schedule 1 to these Articles.
"**Series A Preference Shares**"	means the Series A redeemable convertible preferred shares of the Company, par value US$0.001 per share.
"**Series A Redemption Price**"	has the meaning ascribed thereto in Section 4.1(b) of Schedule 1 to these Articles.
"**Series A SPA**"	means the Series A Preference Share and Warrant Purchase Agreement dated February 12, 2010, entered into by and among the Company, Sumitomo, and certain other parties.
"**Series B Conversion Price**"	has the meaning ascribed thereto in Section 1.1(c)(ii) of Schedule 1 to these Articles.

"**Series B Director**"	has the meaning ascribed thereto in Article 27.1(a).
"**Series B Issue Price**"	means the per share price for the Series B Preference Shares referred to in the Series B SPA.
"**Series B Preference Amount"**	has the meaning ascribed thereto in Section 2.1(d) of Schedule 1 to these Articles.
"**Series B Preference Shares**"	means the Series B redeemable convertible preferred shares of the Company, par value US$0.001 per share.
"**Series B Redemption Price**"	has the meaning ascribed thereto in Section 4.1(a) of Schedule 1 to these Articles.
"**Series B SPA**"	means the Series B Preference Share and Warrant Purchase Agreement dated February 21, 2011, entered into by and among the Company, Bertelsmann, and certain other parties.
"**Series C Conversion Price**"	has the meaning ascribed thereto in Section 1.1(c)(iii) of Schedule 1 to these Articles.
"**Series C Co-Sale Shares**"	has the meaning ascribed thereto in Section 11.8 of Schedule 1 to these Articles.
"**Series C Investor**"	has the meaning ascribed thereto in the Shareholders Agreement.
"**Series C Investor's Option Period**"	has the meaning ascribed thereto in Section 10.6 of Schedule 1 to these Articles.
"**Series C Issue Price**"	means (i) the Purchase Price as defined in the Series C Subscription Agreement divided by (ii) the number of Purchased Shares as defined in the Series C Subscription Agreement.
"**Series C Preference Shares**"	means the Series C redeemable convertible preferred shares of the Company, par value US$0.001 per share.
"**Series C Redemption Price**"	has the meaning ascribed thereto in Section 4.1(c)(iv) of Schedule 1 to these Articles.

"**Series C Subscription Agreement**"	means the Series C Preference Share Subscription Agreement dated December 16, 2013, entered into by and among the Company, SSG II, and certain other parties.
"**Series D Co-Sale Shares**"	has the meaning ascribed thereto in Section 11.6 of Schedule 1 to these Articles.
"**Series D Conversion Price**"	has the meaning ascribed thereto in Section 1.1(c)(iv) of Schedule 1 to these Articles.
"**Series D Director**"	has the meaning ascribed thereto in Article 27.1(a).
"**Series D Investor**"	has the meaning set forth in the Shareholders Agreement.
"**Series D Investor's Option Period**"	has the meaning ascribed thereto in Section 10.4 of Schedule 1 to these Articles.
"**Series D Original Issue Date**"	means the first date on which any Series D Preference Share is issued by the Company.
"**Series D Preference Shares**"	means the Series D redeemable convertible preferred shares of the Company, par value US$0.001 per share.
"**Series D Preference Amount**"	has the meaning ascribed thereto in Section 2.1(c) of Schedule 1 to these Articles.
"**Series D Redemption Price**"	has the meaning ascribed thereto in Section 4.1(d)(v) of Schedule 1 to these Articles.
"**Series D SPA**"	means the Share Subscription Agreement dated December 16, 2014, entered into by and among the Company and BlueFocus.
"**Series E Investor**"	has the meaning set forth in the Shareholders Agreement
"**Series E Conversion Price**"	has the meaning ascribed thereto in Section 1.1(c)(v) of Schedule 1 to these Articles.
"**Series E Investor's Option Period**"	has the meaning ascribed thereto in Section 10.3 of Schedule 1 to these Articles.

"**Series E Issue Price**"	means (i) the Purchase Price as defined in the Series E Subscription Agreement divided by (ii) the number of Purchased Shares as defined in the Series E Subscription Agreement.
"**Series E Original Issue Date**"	means the first date on which any Series E Preference Share is issued by the Company.
"**Series E Preference Shares**"	means the Series E redeemable convertible preferred shares of the Company, par value US$0.001 per share.
"**Series E Preference Amount**"	has the meaning ascribed thereto in Section 2.1(b) of Schedule 1 to these Articles.
"**Series E Redemption Price**"	has the meaning ascribed thereto in Section 4.1(e)(vi) of Schedule 1 to these Articles.
"**Series E SPA**"	means Series E Shares Subscription Agreement dated December 19, 2016, entered into by and among the Company, SWHY and other parties named therein.
"**Seventh Notice**"	has the meaning ascribed thereto in Section 10.6 of Schedule 1 to these Articles.
"**Share**" and "**Shares**"	means the Ordinary Shares, the Series A Preference Shares, the Series B Preference Shares, the Series C Preference, the Series D Preference Shares, and the Series E Preference Shares and includes a fraction of a share.
"**Shareholders Agreement**"	means the fourth amended and restated Shareholders Agreement dated November 28 2016, entered into by and among the Company and all shareholders of the Company, as amended or restated from time to time.
"**Sixth Notice**"	has the meaning ascribed thereto in Section 10.5(e) of Schedule 1 to these Articles.
"**Special Resolution**"	has the same meaning as in the Statute, and includes a unanimous written resolution, subject to Sections 6.1, 6.1A and 6.1B of Schedule 1 to these Articles.

"**SSG I**"	means SSG Capital Partners I, L.P., a limited partnership registered in the Cayman Islands.
"**SSG I Ordinary Shares**"	means the Ordinary Shares acquired by SSG I pursuant to the Ordinary Shares Purchase Agreement dated January 26, 2011 entered into by any among the Company, SSG I, and certain other parties.
"**SSG II**"	means SSG Capital Partners II, L.P., a limited partnership registered in the Cayman Islands.
"**SSG Director**"	has the meaning ascribed in Article 27.1.
"**Statute**"	means the Companies Law (as amended) of the Cayman Islands, as may be amended from time to time.
"**Subsidiary**"	means, with respect to any specified person, any person of which the specified person, directly or indirectly, owns or Controls more than fifty percent (50%) of the issued and outstanding authorized capital, share capital, voting interests or registered capital.
"**Sumitomo**"	means Sumitomo Corporation Equity Asia Limited, a limited liability company, incorporated in Hong Kong.
"**SWHY**"	means Shenwan Hongyuan Goldspring Fund I, a limited liability company incorporated in the Cayman Islands.
"**Third Notice**"	has the meaning ascribed thereto in Section 10.3 of Schedule 1 to these Articles.
"**Third Pre-emptive Holders**"	has the meaning ascribed thereto in Section 8.3 of Schedule 1 to these Articles.
"**Third Pre-emptive Notice**"	has the meaning ascribed thereto in Section 8.3 of Schedule 1 to these Articles.
"**Third Remaining Securities**"	has the meaning ascribed thereto in Section 8.4 of Schedule 1 to these Articles.
"**Transfer**"	has the meaning ascribed thereto in Section 9.1 of Schedule 1 to these Articles.

"**Transferor**"	has the meaning ascribed thereto in Section Section 10.1 of Schedule 1 to these Articles.
"**Transfer Notice**"	has the meaning ascribed thereto in Section Section 10.1 of Schedule 1 to these Articles.
"**Zaffre**"	means Zaffre Investments, Inc., a company duly incorporated and existing under the laws of British Virgin Islands.
"**Zaffre Shares**"	means Ordinary Shares held by Zaffre as of July 24, 2015.

1.2 In the Articles:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing the masculine gender include the feminine gender;

(c) words importing persons include corporations;

(d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;

(e) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;

(f) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(g) headings are inserted for reference only and shall be ignored in construing these Articles; and

(h) in these Articles Section 8 of the Electronic Transactions Law (2003 Revision) of the Cayman Islands shall not apply.

2 Commencement of Business

2.1 The business of the Company may be commenced as soon after incorporation as the Directors shall see fit.

2.2 The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration.

3 Issue of Shares

3.1 Subject to the provisions, if any, in the Memorandum and these Articles, in particular, Section 6 of Schedule 1 hereto (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to Dividend, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper.

3.2 The Company shall not issue Shares to bearer.

3.3 The Preference Shares shall carry the rights (preferential or otherwise) set forth in these Articles and, in particular, in Schedule 1 hereto. For the sake of clarity, Schedule 1 shall form part of the Articles. In the event of conflict between the terms and provisions in the Articles and Schedule 1, the terms and provisions of Schedule 1 shall prevail.

4 Register of Members

The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute.

5 Closing Register of Members or Fixing Record Date

5.1 For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty days. If the Register of Members shall be closed for the purpose of determining Members entitled to notice of, or to vote at, a meeting of Members the Register of Members shall be closed for at least ten days immediately preceding the meeting.

5.2 In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Dividend or in order to make a determination of Members for any other purpose.

5.3 If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a Dividend, the date on which notice of the meeting is sent or the date on which the resolution of the Directors declaring such Dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

6 Certificates for Shares

6.1 A Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorised by the Directors. The Directors may authorise certificates to be issued with the authorised signature(s) affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and subject to these Articles no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

6.2 The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

6.3 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.

7 Transfer of Shares

7.1 Subject to Schedule 1 hereto, Shares are transferable subject to the consent of the Directors, who shall register any properly documented transfer of Shares unless such transfer is restricted pursuant to any applicable agreement or, on advice of counsel, applicable law. If the Directors refuse to register a transfer they shall notify the transferee within two months of such refusal.

7.2 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if the Directors so require, signed by the transferee). The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

8 Redemption and Repurchase of Shares

8.1 Subject to the provisions of the Statute, the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Member or the Company. The redemption of such Shares shall be effected in such manner as provided in these Articles (including Schedule 1 hereof) or as the Company may, by Special Resolution, determine before the issue of the Shares.

8.2 Subject to the provisions of the Statute and these Articles (including Schedule 1 hereof), the Company may purchase its own Shares (including any redeemable Shares) provided that the Members shall have approved the manner of purchase by Ordinary Resolution.

8.3 The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.

9 Variation of Rights of Shares

9.1 Subject to these Articles (including Schedule 1 hereof), if at any time the share capital of the Company is divided into different classes of Shares, subject to the Memorandum and these Articles, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-quarters 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.

9.2 The provisions of these Articles relating to general meetings shall apply to every class meeting of the holders of one class of Shares except that the necessary quorum shall be one person holding or representing by proxy at least one third of the issued Shares of the class.

9.3 The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking pari passu therewith.

10 Commission on Sale of Shares

The Company may, in so far as the Statute permits, pay a commission to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares of the Company. Such commissions may be satisfied by the payment of cash and/or the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

11 Non Recognition of Trusts

The Company shall not be bound by or compelled to recognize in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by these Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the registered holder.

12 Lien on Shares

12.1 The Company shall have a first and paramount lien on all Shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements, to or with the Company, which are due and payable, by such Member or his estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon. The Company's lien on a Share shall also extend to any amount payable in respect of that Share.

12.2 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently payable, and is not paid within fourteen clear days after notice has been given to the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.

12.3 To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or his nominee shall be registered as the holder of the Shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the sale or the exercise of the Company's power of sale under these Articles.

12.4 The net proceeds of such sale after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any residue shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

13 Call on Shares

13.1 Subject to the terms of the allotment the Directors may from time to time make calls upon the Members in respect of any monies unpaid on their Shares (whether in respect of par value or premium), and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

13.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

13.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

13.4 If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine, but the Directors may waive payment of the interest wholly or in part.

13.5 An amount payable in respect of a Share on allotment or at any fixed date, whether on account of the par value of the Share or premium or otherwise, shall be deemed to be a call and if it is not paid all the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.

13.6 The Directors may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.

13.7 The Directors may, if they think fit, receive an amount from any Member willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by him, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Member paying such amount in advance.

13.8 No such amount paid in advance of calls shall entitle the Member paying such amount to any portion of a Dividend declared in respect of any period prior to the date upon which such amount would, but for such payment, become payable.

14 Forfeiture of Shares

14.1 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest, which may have accrued. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

14.2 If the notice is not complied with any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors. Such forfeiture shall include all Dividends or other monies declared payable in respect of the forfeited Share and not paid before the forfeiture.

14.3 A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

14.4 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited and shall remain liable to pay to the Company all monies which at the date of forfeiture were payable by him to the Company in respect of those Shares together with interest, but his liability shall cease if and when the Company shall have received payment in full of all monies due and payable by him in respect of those Shares.

14.5 A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the fact as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of transfer) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

14.6 The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the par value of the Share or by way of premium as if it had been payable by virtue of a call duly made and notified.

15 Transmission of Shares

15.1 If a Member dies the survivor or survivors where he was a joint holder or his legal personal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest. The estate of a deceased Member is not thereby released from any liability in respect of any Share, which had been jointly held by him.

15.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Directors, elect, by a notice in writing sent by him, either to become the holder of such Share or to have some person nominated by him become the holder of such Share but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his death or bankruptcy or liquidation or dissolution, as the case may be.

15.3 A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any other case than by transfer) shall be entitled to the same Dividends and other advantages to which he would be entitled if he were the registered holder of such Share. However, he shall not, before becoming a Member in respect of a Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered himself or to have some person nominated by him become the holder of the Share (but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his death or bankruptcy or liquidation or dissolution or any other case than by transfer, as the case may be). If the notice is not complied with within ninety days the Directors may thereafter withhold payment of all Dividends, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

16 Amendments of Memorandum and Articles of Association and Alteration of Capital

16.1 Subject to provisions of the Memorandum and these Articles (including Schedule 1 hereof), the Company may by Ordinary Resolution:

(a) increase the share capital by such sum as the resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;

(b) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;

(c) by subdivision of its existing Shares or any of them divide the whole or any part of its Share capital into Shares of smaller amount than is fixed by the Memorandum or into Shares without par value; and

(d) cancel any Shares that at the date of the passing of the resolution have not been taken or agreed to be taken by any person.

16.2 All new Shares created in accordance with the provisions of the preceding Article shall be subject to the same provisions of the Articles with reference to the payment of calls, liens, transfer, transmission, forfeiture and otherwise as the Shares in the original share capital.

16.3 Subject to the provisions of the Statute and the provisions of these Articles (including Schedule 1 hereof) as regards the matters to be dealt with by Ordinary Resolution, the Company may by Special Resolution:

(a) change its name;

(b) alter or add to these Articles;

(c) alter or add to the Memorandum with respect to any objects, powers or other matters specified therein; and

(d) reduce its share capital and any capital redemption reserve fund.

17 Registered Office

Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its Registered Office.

18 General Meetings

18.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

18.2 The Company shall, if required by the Statute, in each year hold a general meeting as its annual general meeting, and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as the Directors shall appoint and if no other time and place is prescribed by them, it shall be held at the Registered Office on the second Wednesday in December of each year at ten o'clock in the morning. At these meetings the report of the Directors (if any) shall be presented.

18.3 The Company may hold an annual general meeting, but shall not (unless required by Statute) be obliged to hold an annual general meeting.

18.4 The Directors may call general meetings, and they shall on a Members requisition forthwith proceed to convene an extraordinary general meeting of the Company.

18.5 A Members requisition is a requisition of Members of the Company holding at the date of deposit of the requisition not less than ten per cent. in par value of the capital of the Company as at that date carries the right of voting at general meetings of the Company.

18.6 The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

18.7 If the Directors do not within twenty-one days from the date of the deposit of the requisition duly proceed to convene a general meeting to be held within a further twenty-one days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three months after the expiration of the said twenty-one days.

18.8 A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

19 Notice of General Meetings

19.1 At least five days' notice shall be given of any general meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of an annual general meeting, by all the Members (or their proxies) entitled to attend and vote thereat; and

(b) in the case of an extraordinary general meeting, by a majority in number of the Members (or their proxies) having a right to attend and vote at the meeting, being a majority together holding not less than ninety five per cent in par value of the Shares (including SWHY) giving that right.

19.2 The accidental omission to give notice of a general meeting to, or the non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

20 Proceedings at General Meetings

20.1 No business shall be transacted at any general meeting unless a quorum is present. At least (i) the Members holding of a majority of the then issued and outstanding Series A Preference Shares, (ii) the Members holding of a majority of the then issued and outstanding Series B Preference Shares, (iii) the Members holding of a majority of the then issued and outstanding Series D Preference Shares, (iv) the Members holding of a majority of the then issued and outstanding Series E Preference Shares, and (v) either of SSG I or SSG II being individuals present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative or proxy, shall be a quorum unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member present in person or by proxy or (in the case of a corporation or other non-natural person) by a duly authorised representative or proxy.

20.2 A person may participate at a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.

20.3 A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations, signed by their duly authorised representatives) shall be as valid and effective as if the resolution had been passed at a general meeting of the Company duly convened and held.

20.4 If a quorum is not present within half an hour from the time appointed for the meeting or if during such a meeting a quorum ceases to be present, the meeting, if convened upon the requisition of Members, shall be dissolved and in any other case it shall stand adjourned for 48 hours later to the same time and place or to such other day, time or such other place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum, provided that matters discussed in such adjourned meeting shall be limited to those stated in the written notices and agendas of such meeting.

20.5 The chairman, if any, of the Board of Directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting.

20.6 If no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairman of the meeting.

20.7 The chairman may, with the consent of a meeting at which a quorum is present, (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a general meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice.

20.8 A resolution put to the vote of the meeting shall be decided by a poll.

20.9 Except on a poll on the election of a chairman or on a question of adjournment, a poll shall be taken as the chairman directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was taken.

20.10 A poll on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll on any other question shall be taken at such time as the chairman of the general meeting directs, and any business other than that upon which a poll is contingent thereon may proceed pending the taking of the poll.

20.11 In the case of an equality of votes, the chairman shall not be entitled to a second or casting vote.

21 Votes of Members

21.1 Subject to any rights or restrictions attached to any Shares (including those set out in Schedule 1 hereof), on a poll every Member who (being an individual) is present in person or by proxy or, if a corporation or other non-natural person is present by its duly authorised representative or proxy, shall have one vote for every Share of which he is the holder.

21.2 In the case of joint holders of record the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.

21.3 A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote by his committee, receiver, curator bonis, or other person on such Member's behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.

21.4 No person shall be entitled to vote at any general meeting or at any separate meeting of the holders of a class of Shares unless he is registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by him in respect of Shares have been paid.

21.5 No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

21.6 On a poll votes may be cast either personally or by proxy. A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting.

21.7 A Member holding more than one Share need not cast the votes in respect of his Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing him, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which he is appointed either for or against a resolution and/or abstain from voting.

22 Proxies

22.1 The instrument appointing a proxy shall be in writing, be executed under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation under the hand of an officer or attorney duly authorised for that purpose. A proxy need not be a Member of the Company.

22.2 The instrument appointing a proxy shall be deposited at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. The chairman may in any event at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted shall be invalid.

22.3 The instrument appointing a proxy may be in any usual or common form and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked.

22.4 Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

23 Corporate Members

Any corporation or other non-natural person which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorize such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Member.

24 Shares that May Not be Voted

Shares in the Company that are beneficially owned by the Company shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of issued and outstanding Shares at any given time.

25 Directors

Subject to the Memorandum and these Articles, there shall be a Board of Directors consisting of no more than six (6) persons (exclusive of alternate Directors), provided however that subject to Section 6 of Schedule 1 hereof, the Company may from time to time by Special Resolution increase or reduce the limits in the number of Directors.

26 Powers of Directors

26.1 Subject to the provisions of the Statute, the Memorandum and the Articles (including Schedule 1 hereof) and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

26.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

26.3 The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

26.4 Subject to these Articles (including Schedule 1 hereof), the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

27 Appointment and Removal of Directors

27.1 The Company may by Ordinary Resolution appoint any person to be a Director or may by Ordinary Resolution remove any Director, provided that:

(a) (i) For so long as BlueFocus holds no less than 808,835 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), then BlueFocus has the right but not the obligation to designate one (1) Director (the "**Series D Director**"); (ii) for so long as Bertelsmann holds no less than 448,801 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), then Bertelsmann has the right but not the obligation to designate one (1) Director (the "**Series B Director**"); (iii) for so long as Sumitomo holds no less than 437,629 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), Sumitomo has the right but not the obligation to designate one (1) Director (the "**Series A Director**"); (iv) the holders of at least a majority of the then issued and outstanding Ordinary Shares (excluding any Ordinary Shares issued or issuable upon conversion of Preference Shares), voting separately as a single class, have the right but not the obligation to designate three (3) Directors (the "**Ordinary Directors**") of which, (A) for so long as either (x) SSG I holds all the SSG I Ordinary Shares (as adjusted for share dividends, splits, combinations, recapitalisations or similar events) or (y) SSG II or any Person that, directly or indirectly, Controls, is Controlled by or is under common Control with SSG II, in the aggregate, hold no less than 399,796 Series C Preference Shares (as adjusted for share dividends, splits, combinations, recapitalisations or similar events), SSG I and SSG II shall have the collective right to designate one (1) out of the three (3) Ordinary Directors (the "**SSG Director**"); and (B) notwithstanding any other provision in these Articles, for so long as Igomax continues to hold no less than 5% of the Igomax Shares (as adjusted for share dividends, splits, combinations, recapitalisations or similar events), (x) Igomax shall have the right but not the obligation to designate one (1) out of the three (3) Ordinary Directors (the "**OptAim Director**"), and (y) the OptAim Director shall not be removed without the prior written consent of Igomax. Subject to applicable law and listing rules, the right to appoint the OptAim Director by Igomax pursuant to these Articles shall survive the closing of a Qualified IPO.

(b) Any holders of Shares entitled to designate any individual to be elected as a Director of the Board pursuant to this Article 27 shall have the right to remove any Director occupying such position and to fill any vacancy caused by the resignation, death or renewal of any Director occupying such position.

(c) Any Director not elected in the manner provided in sub-paragraphs (a) or (b) shall be elected by the members at a general meeting, with holders of the Series D Preference Shares, the Series C Preference Shares, the Series B Preference Shares, the Series A Preference Shares and Ordinary Shares voting together on an as-converted basis and not as separate classes.

(d) For so long as (i) Bertelsmann holds no less than 448,801 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), (ii) Sumitomo hold no less than 437,629 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), (iii) SSG I holds all of the SSG I Ordinary Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events) or SSG II or any Person that, directly or indirectly, Controls, is Controlled by or is under common Control with SSG II, in the aggregate, hold no less than 399,796 Series C Preference Shares (as adjusted for share dividends, splits, combinations, recapitalisations or similar events), (iv) BlueFocus holds no less than 808,835 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), and (v) SWHY holds any Shares, each of (i) Bertelsmann, (ii) Sumitomo, (iii) SSG I or SSG II (but not both of them), (iv) BlueFocus and (v) SWHY shall be entitled to designate one (1) observer to attend all meetings and receive all notices and materials of the Board or of any committee of the Board in a non-voting observer capacity.

28 Vacation of Office of Director

The office of a Director shall be vacated if:

(a) he gives notice in writing to the Company that he resigns the office of Director; or

(b) if he absents himself (without being represented by proxy or an alternate Director appointed by him) from three consecutive meetings of the Board of Directors without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office; or

(c) if he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(d) if he is found to be or becomes of unsound mind; or

(e) if a Director is determined by at least a majority of the other Directors, upon advice by a third party counsel that the Director to be removed violated any of his or her fiduciary duties to the Company or committed fraud (or its equivalent under applicable law); provided, that any Person(s) that had the right to designate such Director shall have the right to designate a replacement for such Director.

29 Proceedings of Directors

29.1 The Board shall hold no less than one (1) meeting during each fiscal quarter unless otherwise approved by 2/3 of the members of the Board, including the Series D Director, the Series A Director and the Series B Director. The quorum for the transaction of the business of the Directors shall be four, including the Series D Director (where one is appointed), the Series B Director (where one is appointed) and the Series A Director (where one is appointed), the SSG Director or their respective alternates; provided that the presence of the Series D Director is not necessary for a board meeting convened solely for the purpose of considering the paramount lien, the making of a call or forfeiture of that portion of BlueFocus's Shares representing the unpaid Residual Amount (if any) after 1 July 2015. A person who holds office as an alternate Director shall, if his appointer is not present, be counted in the quorum. A Director who also acts as an alternate Director shall, if his appointer is not present, count once towards the quorum.

29.2 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.

29.3 A person may participate in a meeting of the Directors or committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairman is at the start of the meeting.

29.4 A resolution in writing (in one or more counterparts) signed by all the Directors or a majority of all the members of a committee of Directors, in each case including the Series D Director, the Series B Director, the Series A Director and the SSG Director (an alternate Director being entitled to sign such a resolution on behalf of his appointer) shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.

29.5 A Director or alternate Director on the requisition of another Director or alternate Director shall, call a meeting of the Directors by at least five days' notice in writing to every Director, alternate Director and observer designated by BlueFocus, Bertelsmann, Sumitomo, SSG I or SSG II, unless all directors agree to shorter notice, which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held.

29.6 If the SSG Director, the Series A Director, the Series B Director or the Series D Director is not present within half an hour from the time appointed for the meeting or if during such a meeting a quorum ceases to be present, the meeting, shall be dissolved and in any other case it shall stand adjourned for 48 hours later to the same time and place or to such other day, time or such other place as the Directors may determine, and if at the adjourned meeting the SSG Director, the Series A Director, the Series B Director or the Series D Director is not present within half an hour from the time scheduled for the adjourned meeting, the Directors present shall form the quorum.

29.7 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

29.8 The Directors may elect a chairman of the Board and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

29.9 All acts done by any meeting of the Directors or of a committee of Directors (including any person acting as an alternate Director) shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or alternate Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and qualified to be a Director or alternate Director as the case may be.

29.10 A Director but not an alternate Director may be represented at any meetings of the Board of Directors by a proxy appointed in writing by him. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.

30 Presumption of Assent

A Director of the Company who is present at a meeting of the Board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

31 Directors' Interests

31.1 A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

31.2 A Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or alternate Director.

31.3 A Director or alternate Director of the Company may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

31.4 No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such Director holding office or of the fiduciary relation thereby established. A Director (or his alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is interested provided that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote thereon.

31.5 A general notice that a Director or alternate Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure for the purposes of voting on a resolution in respect of a contract or transaction in which he has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

32 Minutes

The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of Directors including the names of the Directors or alternate Directors present at each meeting. The minutes shall be provided to all the Directors and the observers designated by BlueFocus, Bertelsmann and Sumitomo within seven (7) business days after the holding of such meetings.

33 Delegation of Directors' Powers

33.1 The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him provided that an alternate Director may not act as managing director and the appointment of a managing director shall be revoked forthwith if he ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

33.2 The Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees or local boards, provided that all of the Series D Director, the Series B Director and the Series A Director shall have the right, but not the obligation, to be a member of any such committee or local board. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

33.3 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.

33.4 The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.

33.5 The Directors may appoint such officers as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer may be removed by resolution of the Directors or Members.

34 Alternate Directors

34.1 Any Director (other than an alternate Director) may by writing appoint any other Director, or any other person willing to act, to be an alternate Director and by writing may remove from office an alternate Director so appointed by him.

34.2 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointer is a member, to attend and vote at every such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointer as a Director in his absence.

34.3 An alternate Director shall cease to be an alternate Director if his appointer ceases to be a Director.

34.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

34.5 An alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.

35 No Minimum Shareholding

The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

36 Remuneration of Directors

36.1 The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.

36.2 The Directors may by resolution approve additional remuneration to any Director for any services other than his ordinary routine work as a Director. Any fees paid to a Director who is also counsel or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his remuneration as a Director.

37 Seal

37.1 The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. Every instrument to which the Seal has been affixed shall be signed by at least one person who shall be either a Director or some officer or other person appointed by the Directors for the purpose.

37.2 The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

37.3 A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

38 Dividends, Distributions and Reserve

38.1 Subject to the Statute and these Articles (including Schedule 1 hereof), the Directors may declare Dividends and distributions on Shares in issue and authorise payment of the Dividends or distributions out of the funds of the Company lawfully available therefor. No Dividend or distribution shall be paid except out of the realised or unrealised profits of the Company or out of the share premium account or as otherwise permitted by the Statute.

38.2 Except as otherwise provided by the rights attached to Shares, all Dividends shall be declared and paid according to the par value of the Shares that a Member holds. If any Share is issued on terms providing that it shall rank for Dividend as from a particular date, that Share shall rank for Dividend accordingly.

38.3 The Directors may deduct from any Dividend or distribution payable to any Member all sums of money (if any) then payable by him to the Company on account of calls or otherwise.

38.4 The Directors may declare that any Dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.

38.5 Any Dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any Dividends, bonuses, or other monies payable in respect of the Share held by them as joint holders.

38.6 No Dividend or distribution shall bear interest against the Company.

38.7 Any Dividend which cannot be paid to a Member and/or which remains unclaimed after six months from the date of the declaration of such Dividend may, in the discretion of the Directors, be paid into a separate account in the Company’s name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend shall remain as a debt due to the Member. Any Dividend which remains unclaimed after a period of six years from the date of the declaration of such dividend shall be forfeited and shall revert to the Company.

39 Capitalisation

Subject to these Articles (including Schedule 1 hereof), the Directors may capitalize any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of Dividend and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalization, with full power to the Directors to make such provisions as they think fit for the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorize any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalization and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

40 Books of Account

40.1 The Directors shall cause proper books of account to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

40.2 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

40.3 The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

41 Audit

41.1 Subject to Section 6.2 of Schedule 1 hereto, the audit committee of the Company may appoint an Auditor of the Company who shall hold office until removed from office by a resolution of the Directors, and may fix his or their remuneration.

41.2 Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.

41.3 Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an ordinary company, and at the next extraordinary general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an exempted company, and at any other time during their term of office, upon request of the Directors or any general meeting of the Members.

42 Notices

42.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, telex, fax or e-mail to him or to his address as shown in the Register of Members (or where the notice is given by e-mail by sending it to the e-mail address provided by such Member). Any notice, if posted from one country to another, is to be sent airmail.

42.2 Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. 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. Where a notice is sent by cable, telex or fax, 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. 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.

42.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under these Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

42.4 Notice of every general meeting shall be given in any manner hereinbefore authorised to every person shown as a Member in the Register of Members on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

43 Winding Up

43.1 Subject to the rights provided by the terms of issue of the Preference Shares, if the Company shall be wound up and the assets available for distribution amongst the Members shall be insufficient to pay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members on a pro-rata basis.

43.2 Subject to the rights provided by the terms of issue of the Preference Shares, if in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members on a pro-rata basis at the time of commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company for unpaid calls or otherwise.

43.3 Subject to the rights provided by the terms of issue of the Preference Shares, if the Company shall be wound up the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Statute, divide in kind amongst the Members the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

44 Indemnity

Subject to the Statute, every Director or officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him as a result of any act or failure to act in carrying out his functions other than such liability (if any) that he may incur by his own actual fraud or wilful default. No such Director or officer shall be liable to the Company for any loss or damage in carrying out his functions unless that liability arises through the actual fraud or wilful default of such Director or officer. References in this Article to actual fraud or wilful default mean a finding to such effect by a competent court in relation to the conduct of the relevant party.

45 Financial Year

Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

46 Transfer by way of Continuation

If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

SCHEDULE 1

RIGHTS OF PREFERENCE SHARES

The respective rights, privileges and restrictions attaching to the Preference Shares shall be as hereinafter specified in this Schedule 1. Unless otherwise specified, the words "hereof", "hereunder" and "hereto", and words of like import used in this Schedule 1, refer to this Schedule 1 and reference to a "Section" refers to such Section in this Schedule 1.

SECTION 1

CONVERSION RIGHTS

1.1 Conversion Rights.

(a) Optional Conversion. Each holder of Preference Shares shall have the right, at such holder's sole discretion, to convert all or any portion of the Preference Shares into Ordinary Shares at any time (provided, however, that any such converted Ordinary Shares cannot be converted into any preferred shares of the Company in the future). The conversion rate for Preference Shares shall be determined by dividing the Issue Price for each of the Preference Shares when they were issued, by the applicable Conversion Price, being no less than par value, provided that in the event of any share splits, share combinations, share dividends, recapitalisations and similar events, the initial Series E Conversion Price, Series D Conversion Price, Series C Conversion Price, Series B Conversion Price or Series A Conversion Price shall be adjusted accordingly in accordance with this Section 1.

(b) Automatic Conversion.

(i) Without any action being required by the holder of such Preference Share and whether or not the certificates representing such Preference Share are surrendered to the Company or its transfer agent, each Preference Share shall automatically be converted into Ordinary Shares (x) immediately prior to the closing of a Qualified IPO, or (y) upon the election of holders of at least a majority of the then issued and outstanding Preference Shares, voting together as a single class on an as-if-converted basis.

(ii) The Company shall not be obligated to issue certificates for any Ordinary Shares issuable upon the automatic conversion of Preference Shares unless the certificate or certificates evidencing such Preference Shares is either delivered as provided below to the Company or any transfer agent for the Preference Shares, or the holder notifies the Company or its transfer agent that such certificate has been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificate. The Company shall, as soon as practicable after receipt of certificates for Preference Shares, or satisfactory agreement for indemnification in the case of a lost certificate, promptly issue and deliver at its office to the holder thereof a certificate or certificates for the number of Ordinary Shares to which the holder is entitled.

(c) Conversion Price.

(i) The conversion price for each of the Series A Preference Shares, subject to adjustments from time to time in accordance with the provisions hereof, is referred hereinafter as "**Series A Conversion Price**". The initial Series A Conversion Price for each of the Series A Preference Shares shall be the Series A Issue Price at the time of issue of the applicable Series A Preference Shares.

(ii) The conversion price for each of the Series B Preference Shares, subject to adjustments from time to time in accordance with the provisions hereof, is referred hereinafter as "**Series B Conversion Price**". The initial Series B Conversion Price for each of the Series B Preference Shares shall be the Series B Issue Price at the time of issue of the applicable Series B Preference Shares.

(iii) The conversion price for each of the Series C Preference Shares, subject to adjustments from time to time in accordance with the provisions hereof, is referred hereinafter as "**Series C Conversion Price**". The initial Series C Conversion Price for each of the Series C Preference Shares shall be the Series C Issue Price at the time of issue of the applicable Series C Preference Shares.

(iv) The conversion price for each of the Series D Preference Shares, subject to adjustments from time to time in accordance with the provisions hereof, is referred hereinafter as "**Series D Conversion Price**". The initial Series D Conversion Price for each of the Series D Preference Shares shall be the Adjusted Series D Issue Price at the time of issue of the applicable Series D Preference Shares.

(v) The conversion price for each of the Series E Preference Shares, subject to adjustments from time to time in accordance with the provisions hereof, is referred hereinafter as "**Series E Conversion Price**". The initial Series E Conversion Price for each of the Series E Preference Shares shall be the Series E Issue Price at the time of issue of the applicable Series E Preference Shares.

1.2 Mechanism of Conversion. No fractional Ordinary Share shall be issued upon conversion of the Preference 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 respective Conversion Price. Before any holder of Preference 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, duly endorsed, at the office of the Company or of any transfer agent for the Preference 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 Preference 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. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Preference 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. The Directors may effect conversion in any manner permitted by law including, without prejudice to the generality of the foregoing, repurchasing or redeeming the relevant Preference Shares and applying the proceeds towards the issue of the relevant number of new Ordinary Shares.

1.3 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 Preference Shares) such number of its Ordinary Shares as shall from time to time be sufficient to effect the conversion of all of the outstanding Preference Shares, and if at any time the number of authorized but unissued Ordinary Shares shall not be sufficient to effect the conversion of all of the then outstanding Preference Shares, in addition to such other remedies as shall be available to the holder of such Preference Shares, the Company will take such corporate action as may, in the opinion of its legal counsel, be necessary to increase its authorized share capital and number of Ordinary Shares to such number of shares as shall be sufficient for such purposes.

1.3A Adjustment of Conversion Price.

(a) The Series E Conversion Price, the Series D Conversion Price, the Series B Conversion Price and the Series A Conversion Price shall be subject to adjustment as follows if any of the events listed in Sections 1.4 and 1.5 below occur prior to the conversion of any Series E Preference Shares, Series D Preference Shares, Series B Preference Shares or Series A Preference Shares. The right to adjust any Conversion Price may be waived with the consent of the holders of at least a majority of the then issued and outstanding Series E Preference Shares, Series D Preference Shares, Series B Preference Shares or Series A Preference Shares, as applicable, voting separately as a single class on an as-if-converted basis.

(b) The Series E Conversion Price, the Series D Conversion Price, the Series C Conversion Price, the Series B Conversion Price and the Series A Conversion Price shall be subject to adjustment as follows if any of the events listed in Sections 1.6, 1.7 and 1.8 below occur prior to the conversion of any Series E Preference Shares, Series D Preference Shares, Series C Preference Shares, Series B Preference Shares or Series A Preference Shares. The right to adjust any Conversion Price may be waived with the consent of the holders of at least a majority of the then issued and outstanding Series E Preference Shares, Series D Preference Shares, Series C Preference Shares, Series B Preference Shares or Series A Preference Shares, as applicable, voting separately as a single class on an as-if-converted basis.

1.4 Anti-dilution Adjustments of Conversion Price.

(a) Special Definitions. For purposes of this Section 1.4, the following definitions shall apply:

(i) "**Options**" mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Ordinary Shares or Convertible Securities.

(ii) "**Convertible Securities**" shall mean any evidences of indebtedness, shares (other than the Preference Shares and Ordinary Shares) or other securities directly or indirectly convertible into or exchangeable for Ordinary Shares.

(iii) "**Additional Ordinary Shares**" shall mean all Ordinary Shares (including reissued shares) issued (or, pursuant to Section 1.4(c) hereof, deemed to be issued) by the Company after the Series E Original Issue Date, other than:

(A) Ordinary Shares issued upon conversion of the Preference Shares authorized herein;

(B) any securities issued as a dividend or distribution on Preference Shares or any event for which adjustment is made pursuant to Sections 1.6 or 1.7 or 1.8 hereof; and

(C) any securities issued in a Qualified IPO.

(D) any Securities issued/allotted pursuant to Section 10.5 of the Shareholders Agreement.

(b) No Adjustment to Conversion Price. No adjustment in the 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 the applicable 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 Series E 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 unless the consideration per share of such Additional Ordinary Shares would be less than the applicable 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 relevant 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 relevant 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 exercised, the relevant 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 relevant Conversion Price to an amount which exceeds the lower of (x) such Conversion Price on the original adjustment date, or (y) the 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 30 days after the date of issuance thereof, no adjustment of the relevant 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) Issuance of Additional Ordinary Shares below Conversion Price. Subject to Sections 1.4(c) and 1.4(d), in the event that the Company shall issue any Additional Ordinary Shares (including those deemed to be issued pursuant to Section 1.4(c)) at a subscription price per Ordinary Share (on an as-converted basis) less than either the Series E Conversion Price, the Series D Conversion Price, the Series B Conversion Price or the Series A Conversion Price (as adjusted from time to time) as in effect on the date of and immediately prior to such issuance, such Conversion Price shall be reduced, concurrently with such issuance, to the price per share received or receivable by the Company for the Additional Ordinary Shares newly issued or sold by the Company.

1.5 Determination of Consideration. For purposes of this Section 1, the consideration received by the Company for the issuance of any Additional Ordinary Shares shall be computed as follows:

(a) Cash and Property. Except as provided in clause (ii) below, such consideration shall:

(i) 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;

(ii) 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

(iii) 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 (i) and (ii) above, as determined in good faith by the Board.

(b) Options and Convertible Securities. The consideration per share received by the Company for Additional Ordinary Shares deemed to have been issued pursuant to Section 1.4(c), relating to Options and Convertible Securities, shall be determined by dividing

(i) 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

(ii) 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 exchange of such Convertible Securities.

1.6 Adjustments for Share Dividends, Subdivisions, Combinations or Consolidations of Ordinary Shares. In the event the Company pays a dividend or makes a distribution on its Ordinary Shares in Ordinary Shares other than by way of a scrip dividend or if the outstanding Ordinary Shares shall be subdivided into a greater number of Ordinary Shares, the Conversion Price then in effect 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 Conversion Price then in effect shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

1.7 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 Preference 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 Preference 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 Section 1 with respect to the rights of the holders of the Preference Shares.

1.8 Adjustments for Reclassification, Exchange and Substitution. If the Ordinary Shares issuable upon conversion of the Preference 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 such Preference 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 Preference Shares immediately before that change, all subject to further adjustment as provided herein.

1.9 No Impairment. The Company will not, by the amendment of the Memorandum and 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 Section 1 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 Preference Shares against impairment.

1.10 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to Section 1, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preference 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 furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the 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 Preference Shares.

1.11 Miscellaneous.

(i) All calculations under this Section 1 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 a majority of the then issued and outstanding Series A Preference Shares, the holders of at least a majority of the then issued and outstanding Series B Preference Shares (in relation to determination pursuant to Sections 1.6 – 1.9 only), the holders of at least a majority of the then issued and outstanding Series C Preference Shares, the holders of at least a majority of the then issued and outstanding Series D Preference Shares and the holders of at least a majority of the then issued and outstanding Series E Preference Shares, each voting separately as a single class on an as-if-converted basis, shall have the right to challenge any determination by the Board of fair value pursuant to this Section 1, 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 holders of Preference Shares.

(iii) No adjustment in the Conversion Price need be made unless such adjustment would require a change of at least one percent (1%) in such Conversion Price. Any adjustment of less than one percent (1%) in the Conversion Price 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 one percent (1%) or more in such Conversion Price.

(iv) Upon any conversion of the Preference Shares, the shares so converted shall be cancelled and shall not be reissued, and the Company may from time to time take such appropriate action as may be necessary to diminish the authorized number of Preference Shares accordingly.

SECTION 2

LIQUIDATION, DISSOLUTION OR WINDING UP

2.1 In the event of (i) a winding up or other dissolution of the Company or any of its Subsidiaries, (ii) a merger or acquisition of the Company or any of its Subsidiaries in which the shareholders of the Company do not directly or indirectly own a majority of the outstanding shares of the surviving corporation, (iii) a sale of all or substantially all of the assets of the Company or the assets of its Subsidiaries, or (iv) government policies promulgated or interpreted after the Closing that prohibit investment or exit of the Company by foreign investors, provided, that, in the case of (ii) and (iii), only when such merger, acquisition or sale implies a valuation of the Company on a fully diluted basis of less than US$550,000,000 (each a "**Liquidating Transaction**"), either voluntary or involuntary, and subject to Section 4.4, distributions to the Members of the Company shall be made in the following manner:

(a) The holders of the Series E Preference 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, an amount per Series E Preference Share equal to (i) 110% of the Series E Issue Price in respect of such Series E Preference Share prior to or on December 31, 2017, or (ii) 120% of the Series E Issue Price in respect of such Series E Preference Share from January 1, 2018, as adjusted for share dividends, splits, combinations, recapitalizations or similar events, and plus all accrued or declared but unpaid dividends thereon minus all paid cash or non-cash dividends and distributions paid thereon since the Series E Original Issue Date (collectively, the "**Series E Preference Amount**"). If the assets of the Company shall be insufficient to make the payment of the Series E Preference Amount in full to all holders of Series E Preference Shares, then the assets of the company shall be distributable ratably to the holders of the Series E Preference Shares in portion to the Series E Preference Amount to each such holder of Series E Preference Shares would otherwise be entitled to receive.

(b) The holders of the Series D Preference Shares shall be entitled to receive, after the payment of the Series E Preference Amount has been made in full to all holders of the Series E Preference Shares and prior to any distribution to holders of the Series B Preference Shares, the Series A Preference Shares, the Series C Preference Shares and the Ordinary Shares, an amount per Series D Preference Share (other than any Series D Preference Shares for which the Residual Amount has not been paid to the Company) equal to 150% of the Adjusted Series D Issue Price in respect of such Series D Preference Share, as adjusted for share dividends, splits, combinations, recapitalizations or similar events, and plus all accrued or declared but unpaid dividends thereon minus all paid cash or non-cash dividends and distributions paid thereon since the Series D Original Issue Date (collectively, the "**Series D Preference Amount**"). If the assets of the Company shall be insufficient to make the payment of the Series D Preference Amount in full to all holders of Series D Preference Shares, then the assets of the Company shall be distributable ratably to the holders of the Series D Preference Shares in portion to the Series D Preference Amount to each such holder of Series D Preference Shares would otherwise be entitled to receive.

(c) The holders of the Series B Preference Shares shall be entitled to receive, after the payment of the Series E Preference Amount and Series D Preference Amount has been made in full to all holders of the Series E Preference Shares and Series D Preference Shares and prior to any distribution to the holders of the Series A Preference Shares, the Series C Preference Shares and the Ordinary Shares, an amount per Series B Preference Share equal to 150% of the Series B Issue Price in respect of such Series B Preference Share (provided that (i) if the Liquidating Transaction is a Qualified M&A Event 1, such amount per Series B Preference Share shall be reduced to 0% of the Series B Issue Price and (ii) if the Liquidating Transaction is a Qualified M&A Event 2, such amount per Series B Preference Share shall be reduced to 100% of the Series B Issue Price), as adjusted for share dividends, splits, combinations, recapitalizations or similar events, and plus all accrued or declared but unpaid dividends thereon minus all paid cash or non-cash dividends and distributions paid thereon since the Series B Original Issue Date (collectively, the "**Series B Preference Amount**"). If the assets of the Company shall be insufficient to make the payment of the Series B Preference Amount in full to all holders of the Series B Preference Shares, then the assets of the company shall be distributable ratably to the holders of the Series B Preference Shares in portion to the Series B Preference Amount to each such holder of the Series B Preference Shares would otherwise be entitled to receive.

(d) The holders of the then issued and outstanding Series A Preference Shares shall be entitled to receive, after the payments of the Series E Preference Amount, the Series D Preference Amount and the Series B Preference Amount have been made in full to all holders of the Series E Preference Shares, Series D preference Shares and the Series B Preference Shares and prior to any distribution to the holders of the Series C Preference Shares and the Ordinary Shares, an amount per Series A Preference Share equal to 200% of the Series A Issue Price (provided that (i) if the Liquidating Transaction is a Qualified M&A Event 1, such amount per Series A Preference Share shall be reduced to 0% of the Series A Issue Price and (ii) if the Liquidating Transaction is a Qualified M&A Event 2, such amount per Series A Preference Share shall be reduced to 100% of the Series A Issue Price), as adjusted for share dividends, splits, combinations, recapitalizations or similar events, and plus all accrued or declared but unpaid dividends thereon minus all paid cash or non-cash dividends and distributions paid thereon since the first date on which any Series A Preference Share was issued by the Company (collectively, the "**Series A Preference Amount**"). If the assets of the Company shall be insufficient to make the payment of the Series A Preference Amount in full to all holders of the Series A Preference Shares, then the assets of the company shall be distributable ratably to the holders of the Series A Preference Shares in portion to the Series A Preference Amount to each such holder of the Series A Preference Shares would otherwise be entitled to receive.

(e) After the full Series E Preference Amount, Series D Preference Amount, Series B Preference Amount and Series A Preference Amount have been paid (together, the "**Preference Amount**"), any remaining funds or assets of the Company legally available for distribution to shareholders shall be distributed *pro rata* among the holders of the Preference Shares (other than any Series D Preference Shares for which the Residual Amount has not been paid to the Company) (on an as-converted basis) together with the holders of the Ordinary Shares.

2.2 Notwithstanding any other provision of this Section 2, and subject to the consents or approvals required in Section 6, the Company may at any time, out of funds legally available therefor, repurchase options under the ESOP, Ordinary Shares of the Company issued to or held by employees, officers or consultants of the Company or its Subsidiaries, whether upon termination of their employment, services or otherwise, pursuant to any bona fide agreement providing for such right of repurchase, whether or not dividends on the Preference Shares shall have been declared.

2.3 In the event the Company proposes to distribute assets other than cash in connection with any Liquidating Transaction of the Company, the value of the assets to be distributed to the holders of Preference Shares and Ordinary Shares shall be determined in good faith by the liquidator, if one is appointed, or by the Board, if no liquidator is appointed. Any securities not subject to investment letter or similar restrictions on free marketability shall be valued as follows:

(a) 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 ending one (1) day prior to the distribution;

(b) 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

(c) 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).

2.4 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 Section 2.3 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 Liquidating Transaction, by the Board). The holders of at least a majority of the then issued and outstanding Series E Preference Shares, the holders of at least a majority of the then issued and outstanding Series D Preference Shares, the holders of at least a majority of the then issued and outstanding Series C Preference Shares, the holders of at least a majority of the then issued and outstanding Series B Preference Shares or the holders of at least a majority of the then issued and outstanding Series A Preference Shares, each voting separately as a single class, 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 2, 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 by the Company.

SECTION 3

DIVIDENDS

3.1 No Dividends shall be made, declared or set aside, whether in cash, in property, or in any other Shares of the Company, with respect to any other class or series of Shares of the Company during any fiscal year, unless and until such distribution is approved and declared by the Board of Directors and at least a majority of all then issued and outstanding Series A Preference Shares, Series B Preference Shares, Series D Preference Shares and Series E Preference Shares, each voting separately as a single class.

3.2 Upon approval and declaration as set forth in Section 3.1, the holders of each Series E Preference Share shall be entitled to receive an amount equal to 8% of the Series E Issue Price payable out of funds or assets when and as such funds or assets become legally therefor on parity with each other, prior to and in preference to any dividend on the Series D Preference Shares, Series B Preference Shares, Series A Preference Shares, Series C Preference Shares and Ordinary Shares or any other class or series of Shares.

3.3 At such time when all accrued dividends in the amounts set forth in Section 3.2 above shall have been paid, the holders of each Series D Preference Share (other than any Series D Preference Shares for which the Residual Amount has not been paid to the Company) shall be entitled to receive an amount equal to 8% of the Adjusted Series D Issue Price, payable out of funds or assets when and as such funds or assets become legally therefor on parity with each other, prior to and in preference to any dividend on the Series B Preference Shares, Series A Preference Shares, Series C Preference Shares and Ordinary Shares or any other class or series of Shares.

3.4 At such time when all accrued dividends in the amounts set forth in Section 3.3 above shall have been paid, the holders of each Series B Preference Share shall be entitled to receive an amount equal to 8% of the Series B Issue Price, payable out of remaining funds or assets when and as such funds or assets become legally therefor on parity with each other, prior to and in preference to any dividend on the Series A Preference Shares, Series C Preference Shares, Ordinary Shares or any other class or series of Shares.

3.5 At such time when all accrued dividends in the amounts set forth in Section 3.4 above shall have been paid, the holders of each Series A Preference Share shall be entitled to receive an amount equal to 8% of the Series A Issue Price, payable out of remaining funds or assets when and as such funds or assets become legally therefor on parity with each other, prior to and in preference to any dividend on the Series C Preference Shares, Ordinary Shares or any other class or series of Shares.

3.6 Following the distribution in full of the amount as set forth in Section 3.5, any remaining Dividends shall be distributed on a *pro rata* basis to holders of the Preference Shares and Ordinary Shares on a fully diluted and as-if converted basis.

SECTION 4

REDEMPTION

4.1 The Preference Shares are redeemable as following

(a) At any time and from time to time beginning upon the earlier of (i) the second (2nd) anniversary of the date of the Closing or such earlier date as any other series or class of Shares is redeemable, or (ii) the occurrence of a material breach of any of the warranties or undertakings specified in the Series B SPA, the Shareholders Agreement or the Series A SPA or other transaction documents contemplated therein, any holder of the Series B Preference Shares shall have an option to require the Company to redeem all or a portion of the issued and outstanding Series B Preference Shares held by such holder for a redemption price per Series B Preference Share equal to the greater of (x) 150% of the Series B Issue Price, plus all declared but unpaid dividends thereon to the date of redemption, proportionally adjusted for stock splits, stock dividends, and the like or (y) the fair market value of the Series B Preference Shares subject to redemption (exclusive of liquidity event, fire-sale or minority ownership discounts) as determined by an independent appraiser mutually agreeable to the Company and the holders of the Series B Preference Shares electing for such redemption (the "**Series B Redemption Price**"); provided that if the Company and the holders of such Series B Preference Shares cannot agree on an appraiser, the Company and such holders shall each select an appraiser of recognized standing and the two (2) appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such fair market value.

(b) At any time and from time to time beginning upon the earlier of (i) the second (2nd) anniversary of the date of the Closing, or (ii) the occurrence of a material breach of any of the warranties or undertakings specified in the Series A SPA or other transaction documents contemplated therein, any holder of the Series A Preference Shares shall have an option to require the Company to redeem all or a portion of the issued and outstanding Series A Preference Shares held by such holder for a redemption price per Series A Preference Share equal to the greater of (x) 200% of the Series A Issue Price, plus all declared but unpaid dividends thereon to the date of redemption, proportionally adjusted for stock splits, stock dividends, and the like or (y) the fair market value of the Series A Preference Shares subject to redemption (exclusive of liquidity event, fire-sale or minority ownership discounts) as determined by an independent appraiser mutually agreeable to the Company and the holders of the Series A Preference Shares electing for such redemption (the "**Series A Redemption Price**"); provided that if the Company and the holders of such Series A Preference Shares cannot agree on an appraiser, the Company and such holders shall each select an appraiser of recognized standing and the two (2) appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such fair market value.

(c) Any time and from time to time following the occurrence of any of the following:

(i) on or after the second (2nd) anniversary of the date of the Closing;

(ii) any Liquidating Transaction;

(iii) Mr. Hsieh, Wing Hong Sammy ceasing to exert day-to-day management and operational control over the Company, Optimix Media Asia Limited, iClick Interactive Asia Limited, Diablo Holdings Corporation, Harmattan Capital Holdings Corporation or China Search (Asia) Limited; or

(iv) any holder of the Series B Preference Shares or the Series A Preference Shares or Series D Preference Shares or Series E Preference Shares electing for redemption pursuant to Section 4.1(a) or Section 4.1(b) or Section 4.1(d) or Section 4.1(e), respectively,

the holders of the Series C Preference Shares shall have an option to require the Company to redeem all (but not only some) of the issued and outstanding Series C Preference Shares held by all such holders for a redemption price per Series C Preference Share equal to 200% of the Series C Issue Price, proportionally adjusted for stock splits, stock dividends (the "**Series C Redemption Price**").

(d) Any time and from time to time beginning upon the earlier of any of the following:

(i) on or after the second (2nd) anniversary of the date of the Closing;

(ii) any Liquidating Transaction;

(iii) Mr. Hsieh, Wing Hong Sammy ceasing to exert day-to-day management and operational control over the Company, Optimix Media Asia Limited, iClick Interactive Asia Limited, Diablo Holdings Corporation, Harmattan Capital Holdings Corporation or China Search (Asia) Limited;

(iv) the occurrence of a material breach of any of the warranties or covenants specified in the Series D SPA or other transaction documents contemplated therein; or

(v) any holder of the Series A Preference Shares, the Series B Preference Shares or the Series C Preference Shares electing for redemption pursuant to Section 4.1(a), 4.1(b) or 4.1(c), respectively;

the holders of the Series D Preference Shares (other than any Series D Preference Shares for which the Residual Amount has not been paid to the Company) shall have an option to require the Company to redeem all (but not only some) of the outstanding BF Purchased Shares and BF Compensation Shares (if any) held by BlueFocus ("**BF Redemption Shares**") for a redemption price per Share at the higher of (a) a price reflecting an implied valuation (on a fully-diluted basis) of the Company at US$500 million, (b) the highest redemption price that would have been received by any other shareholder of the Company if their shares have become redeemable, proportionally adjusted for stock splits, stock dividends, and (c) a price reflecting the implied valuation (on a fully-diluted basis) of the Company used in any Liquidating Transaction (if applicable) (the "**Series D Redemption Price**").

(e) Any time and from time to time beginning upon the earlier of any of the following:

(i) any Liquidating Transaction;

(ii) the failure of the Company to achieve the following targets:

(x) the audited consolidated revenues from the principal business (excluding any non-operating and non-recurring revenue) of the Group as of and for the twelve months ending on December 31, 2017 (the "**2017 Financial Year**") being no less than US$200,000,000; and

(y) the audited consolidated revenues from the principal business (excluding any non-operating and non-recurring revenue) of the Group as of and for the twelve months ending on December 31, 2018 (the "**2018 Financial Year**") being no less than US$300,000,000.

For the purpose of assessing the above targets, as soon as practicable but in any event within four (4) months after December 31, 2017 or December 31, 2018, as applicable, the Company shall deliver to the Series E Investor the audited financial statements of the Group for such financial year prepared in accordance with US GAAP and audited by a Qualified Auditor.

(iii) the termination of the employment with the relevant Group Company by Mr. Hsieh, Wing Hong Sammy, TANG Jian or Lee, Yanshu before the consummation of a Qualified IPO;

(iv) the failure of the Company to consummate a Qualified IPO prior to or on June 30, 2018;

(v) the occurrence of any material breach of any of the warranties or covenants specified in the Series E SPA or other transaction documents contemplated therein; or

(vi) any holder of the Series A Preference Shares, the Series B Preference Shares, the Series C Preference Shares or Series D Preference Shares electing for redemption pursuant to Sections 4.1(a), 4.1(b), 4.1(c), 4.1(d) respectively;

the holders of the Series E Preference Shares shall have an option to require the Company to redeem all or a portion of the issued and outstanding Series E Preference Shares held by such holder for a redemption price per Series E Preference Share equal to the greater of (x) 100% of the Series E Issue Price, plus 9.5% annual compound interest thereon calculated from the Series E Original Issue Date to the date of receipt of the Series E Redemption Price, plus all declared but unpaid dividends thereon to the date of redemption, proportionally adjusted for stock splits, stock dividends, and the like, or (y) the highest redemption price that would have been received by any other shareholder of the Company if their shares have become redeemable, proportionally adjusted for stock splits, stock dividends, or (z) a price reflecting the implied valuation (on a fully-diluted basis) of the Company used in any Liquidating Transaction (if applicable) (the "**Series E Redemption Price**").

4.2 Redemption Procedures.

(a) In the event of such an election, the electing holder of Preference Shares shall provide a written notice ("**Election Notice**") to the Company, upon which, the Company shall within seven (7) days deposit 100% of the total redemption price payable at the Redemption Date, assuming redemption of all then issued and outstanding Preference Shares, into an accredited bank account approved by the holders of majority of Series E Preference Shares (if any holder of the Series E Preference Shares is providing the Election Notice), or Series D Director (if any holder of the Series D Preference Shares is providing the Election Notice and no holder of the Series E Preference Share is providing the Election Notice), the Series B Director (if any holder of the Series B Preference Shares or the Series A Preference Shares is providing the Election Notice and no holder of the Series D Preference Shares or Series E Preference Shares is providing the Election Notice), or the SSG Director (if no holders of the Series E Preference Shares, the Series D Preference Shares, the Series B Preference Shares or the Series A Preference Shares provide an Election Notice). From and after receipt of any Election Notice, the Company shall immediately cease any payment or expenses or any distribution pursuant to Section 2 that may, upon the reasonable judgment of the Series A Director, the Series B Director, the Series D Director, the SSG Director or holders of majority of Series E Preference Shares, as applicable, result in the inability of the Company to meet its obligations at any subsequent Redemption Dates.

(b) Within three (3) business days of the receipt of the Election Notice, the Company shall give written notice (the "**Company Redemption Notice**") to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of Preference Shares, at the address last shown on the records of the Company for such holder(s). The Company Redemption Notice shall (i) indicate the number of Shares to be submitted for redemption and direct the holders of such Shares to submit their share certificates to the Company on or before the scheduled date for such redemption, (ii) indicate that other holders of Preference Shares may elect to have all or a portion of their Preference Shares redeemed at the Series A Redemption Price, the Series B Redemption Price, the Series C Redemption Price, the Series D Redemption Price or the Series E Redemption Price (provided that, in case of the Series C Preference Shares and BF Redemption Shares, redemption shall be in respect of all (but not only some) of the issued and outstanding Series C Preference Shares or BF Redemption Shares, as the case may be, and (iii) fix a date by which all elections for redemption from such holders must be received by the Company (which shall be not earlier than ten (10) business days after mailing of the Company Redemption Notice). The closing of the redemption of the Shares pursuant to this Section 4.2 (the "**Redemption Date**") shall take place no later than thirty (30) days following the date of the relevant Election Notice.

(c) Except as provided below, on or after the Redemption Date, (x) each holder of the Preference Shares for which an election of redemption has been submitted pursuant to Section 4.2(b) (the "**Redemption Shares**") to be redeemed on such date shall surrender to the Company the certificate or certificates representing such Shares, in the manner and at the place designated in the Company Redemption Notice, and thereupon the Series E Redemption Price, the Series D Redemption Price, the Series C Redemption Price, the Series B Redemption Price or the Series A Redemption Price, as applicable, of such Shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, or to a holder other than such person, but only if the title of such holder to such certificate or certificates is established to the reasonable satisfaction of the Company, (y) the Company shall cancel each surrendered certificate or certificates, and (z) the Company shall issue a new certificate or certificates to each such holder of Redemption Shares representing the remaining number of unredeemed Shares to be held by such holder, provided that, if no certificate representing such Shares has been issued, the Series E Redemption Price, the Series D Redemption Price, the Series C Redemption Price, the Series B Redemption Price or the Series A Redemption Price, as applicable, shall be due and payable on the Redemption Date to the order of the person registered as the shareholder of such Shares in the Register of Members.

4.3 If the funds of the Company legally available for redemption of Redemption Shares on the Redemption Date are insufficient to redeem the total number of Redemption Shares to be redeemed on such date, those funds which are legally available will be paid (i) first to redeem all Series E Preference Shares requested to be redeemed at the Series E Redemption Price, (ii) second to redeem all BF Redemption Shares entitled and requested to be redeemed at the Series D Redemption Price, and then (iii) any remaining fund shall be paid to redeem the Series C Preference Shares, the Series B Preference Shares and the Series A Preference Shares entitled and requested to be redeemed on a pari passu basis in proportion to the respective full Redemption Price such Redemption Shares would otherwise have been entitled to receive. Redemption Shares not redeemed for lack of funds shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of the Company are legally available for the redemption of Redemption Shares, such funds will immediately be used to pay off, if applicable, first to the holders of the Series E Preference Shares, second to the holders of the Series D Preference Shares, and then to the holders of the Series C Preference Shares, the Series B Preference Shares and the Series A Preference Shares entitled and requested to be redeemed that have not already been redeemed (on a pari passu basis in proportion to the respective full Redemption Price such Redemption Shares would otherwise have been entitled to receive).

4.4 In the event that the funds of the Company legally available for redemption on the Redemption Date are insufficient to redeem the total number of Redemption Shares to be redeemed on such date, then at the written direction of the majority of the holders of each class of Preference Shares that have elected for redemption but whose Preference Shares have not been redeemed in full (voting separately as a single class) and on an as-if-converted basis), (i) the aggregate Redemption Price that remains outstanding shall be automatically (without requirement for any resolution of the Board or of the Company in general meeting or consent of any Members and notwithstanding any other provisions herein) converted into debt payable by the Company to such holder of Preference Shares over a period of six (6) months or on another payment schedule mutually agreed by the Company and the respective redeeming party(ies), or (ii) the Company shall be liquidated immediately, provided that, in such liquidation:

(a) (i) the holders of the Series A Preference Shares will be entitled to receive the higher of (x) the Series A Preference Amount and (y) (if the relevant Series A Preference Shares have been elected to be redeemed) the aggregate Redemption Price that remains outstanding in respect of such Series A Preference Shares, (ii) the holders of the Series B Preference Shares will be entitled to receive the higher of (x) the Series B Preference Amount and (y) (if the relevant Series B Preference Shares have been elected to be redeemed) the aggregate Redemption Price that remains outstanding in respect of such Series B Preference Shares, (iii) if the Series C Preference Shares have been elected to be redeemed, the holders of the Series C Preference Shares will be entitled to receive the aggregate Redemption Price that remains outstanding in respect of such Series C Preference Shares, (iv) the holders of the Series D Preference Shares will be entitled to receive the higher of (x) the Series D Preference Amount and (y) (if the BF Redemption Shares have been elected to be redeemed,) the aggregate Redemption Price that remains outstanding in respect of such BF Redemption Shares, and (v) the holders of the Series E Preference Shares will be entitled to receive the higher of (x) the Series E Preference Amount and (y) (if the relevant Series E Preference Shares have been elected to be redeemed) the aggregate Redemption Price that remains outstanding in respect of such Series E Preference Shares; and

(b) distributions to the Members of the Company shall be made in the following order:

(i) first, to the holders of the Preference Shares that have elected for redemption pursuant to Sections 4.1(a), 4.1(b), 4.1(c), 4.1(d) or 4.1(e), in such priority and in such proportion set out in Section 4.3, substituting the relevant Redemption Price with such amount they are entitled to pursuant to paragraph (a) above. For the avoidance of doubt, any Shares that have received the full amount to which they are entitled pursuant to paragraph (a) above shall be treated as redeemed and shall not be eligible to participate in any further distributions in the liquidation; and

(ii) secondly, upon the full payment of the amount payable to the holders of the Preference Shares that have elected for redemption, to the other Members of the Company in accordance with the provisions of Section 2.1, provided that the Preference Amount payable to each Series A Preference Shares, Series B Preference Shares, Series D Preference Shares or Series E Preference Shares shall be substituted by such amount they are entitled to pursuant to paragraph (a) above.

4.5 For so long any Redemption Price in respect of the Preference Shares that have been elected for redemption remains outstanding, the holders of Ordinary Shares (for purposes of this Section 4.5 the definition of "Ordinary Shares" shall: (a) for so long as SSG I holds any SSG I Ordinary Shares, exclude the SSG I Ordinary Shares; (b) for so long as Igomax holds any Igomax Shares, exclude the Igomax Shares; (c) for so long as Zaffre holds any Zaffre Shares, exclude the Zaffre Shares; and (d) for so long as BAI holds any BAI Shares, exclude the BAI Shares) shall have pledged their Shares in the Company to the holders of the Preference Shares electing for redemption in the amount, based on the fair market value of the Company as determined by an independent appraiser mutually agreeable to the holders of Ordinary Shares and the holders of the Preference Shares electing for redemption, that is equal to the remaining redemption value of the Preference Shares elected to be redeemed ("**Pledged Shares**"); provided that if the holders of Ordinary Shares and the holders of the Preference Shares cannot agree on an appraiser, the holders of Ordinary Shares and the holders of the Preference Shares shall each select an appraiser of recognized standing and the two (2) appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such fair market value. Under such pledge the holders of Ordinary Shares will undertake to purchase such unredeemed Preference Shares within six (6) months after the date of the original redemption request, failing which certain number of the Pledged Shares with fair market value equal to the unredeemed Preference Shares at the end of the six (6)-month period shall be transferred to the holders of Preference Shares electing for redemption. In the event of the transfer of the Pledged Shares to such holders of Preference Shares, the Company shall continue to be obligated to redeem the remaining unpurchased Preference Shares as soon as the Company has legally available funds therefor, and such holders of Preference Shares shall transfer the Pledged Shares back to the holders of Ordinary Shares upon the full redemption of all the Preference Shares such holder elects to be redeemed.

SECTION 5

VOTING RIGHTS

5.1 Each holder of any Preference Shares shall be entitled to the number of votes equal to that number of Ordinary Shares into which such Preference Shares could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Ordinary Shares, and shall be entitled, notwithstanding any provision hereof, to notice of any shareholders' meeting in accordance with the Company's Memorandum and Articles, and shall be entitled to vote, together with holders of Ordinary Shares, with respect to any question upon which holders of Ordinary Shares have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as converted basis (after aggregating all Shares into which the Preference Shares held by each holder could be converted) shall be rounded upward to the nearest whole number.

SECTION 6

PROTECTIVE PROVISIONS

6.1 Approval of the Series A Preference Shares, the Series B Preference Shares and the Series D Preference Shares. For so long as Bertelsmann, Sumitomo and BlueFocus respectively holds no less than 448,801 Shares, 437,629 Shares and 808,835 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), in addition to any other vote or consent required elsewhere in the Memorandum and these Articles or by the Statute, the Company shall not, and Members of the Company shall procure that the Company and each of its Subsidiaries shall not (directly or by amendment, merger, consolidation, amalgamation, scheme of arrangement or otherwise) take any of the following actions (other than those in connection with a Non-Liquidation M&A) without the prior vote or written consent of the holders of at least 50% of the then issued and outstanding Series D Preference Shares, the holders of at least 50% of the then issued and outstanding Series B Preference Shares and the holders of at least 50% of the then issued and outstanding Series A Preference Shares, each voting separately as a single class.

(a) to liquidate, dissolve or wind up the affairs of the Company, or effect any Liquidating Transaction;

(b) to amend, alter, or repeal any provision of the Memorandum and Articles;

(c) to create or authorize the creation of or issue any other security convertible into or exercisable for any equity security, having rights, preferences or privileges senior to or on parity with the Series A Preference Shares, the Series B Preference Shares or the Series D Preference Shares, or increase the authorized number of shares of the Series A Preference Shares, the Series B Preference Shares or the Series D Preference Shares or do any act which has the effect of diluting or reducing the effective shareholding of the holders of the Series A Preference Shares, the Series B Preference Shares or the Series D Preference Shares, provided that, no vote or written consent under this Section shall be required from the holders of Series D Shares before the Company may enforce any paramount lien on, make a call on or forfeit any Shares held by BlueFocus representing the unpaid Residual Amount (if any) in accordance with in these Articles after July 1, 2015;

(d) to create, or issue of any debenture or any obligation convertible into, any securities convertible into, any option to purchase or subscribe for, or warrants exercisable for, Shares of the Company (other than grant stock options to employees or consultant as ESOP pursuant to the Shareholders Agreement);

(e) to purchase or redeem or pay any dividend on any capital stock prior to the Series A Preference Shares, the Series B Preference Shares or the Series D Preference Shares (other than stock repurchased from former employees or consultants in connection with the cessation of their employment/services, at the lower of fair market value or cost), provided that, no vote or written consent under this Section shall be required from the holders of Series D Shares before the Company may enforce any paramount lien on, make a call on or forfeit any Shares held by BlueFocus representing the unpaid Residual Amount (if any) in accordance with these Articles after July 1, 2015;

(f) to create or authorize the creation of any debt security (other than equipment leases or bank lines of credit) unless such debt security has received the prior approval of the Board, including the approval of the Series A Director, the Series B Director and the Series D Director;

(g) to increase or decrease the size of the Board;

(h) to approve any change in the business scope or activities of the Company;

(i) to take actions subject to other protective provisions to be set forth in the definitive agreements in connection with the Series A financing, the Series B financing or the Series D financing;

(j) to approve and change any compensation package of the management of the Company, including but not limited to the chief executive officer, general manager, and any other key employee; and

(k) to agree or undertake to do any of the foregoing.

6.1A Approval of Series C Preference Shares. For so long as SSG II holds no less than 399,796 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), in addition to any other vote or consent required elsewhere in the Memorandum and these Articles or by the Statute, the Company shall not, and Members of the Company shall procure that the Company and each of its Subsidiaries shall not take any of the following actions (other than those in connection with an Non-Liquidation M&A) without the prior vote or written consent of the holders of at least 50% of the then issued and outstanding Series C Preference Shares:

(a) to liquidate, dissolve or wind up the affairs of the Company, or effect any Liquidating Transaction;

(b) to amend, alter, or repeal any provision of the Memorandum and Articles,

(c) to increase or decrease the size of the Board; and

(d) to agree or undertake to do any of the foregoing.

6.1B Approval of Series E Preference Shares. For so long as SWHY holds any Shares, in addition to any other vote or consent required elsewhere in the Memorandum and these Articles or by the Statute, the Company shall not, and Members of the Company shall procure that the Company and each of its Subsidiaries shall not take any of the following actions (other than those in connection with an Non-Liquidation M&A) without the prior affirmative vote or written consent of the holders of at least 50% of the then issued and outstanding Series E Preference Shares:

(a) to liquidate, dissolve or wind up the affairs of the Company, or effect any Liquidating Transaction;

(b) to amend, alter, or repeal any provision of the Memorandum and Articles;

(c) to create, or issue of any debenture or any obligation convertible into, any securities convertible into, any option to purchase or subscribe for, or warrants exercisable for, Shares of the Company (other than grant stock options to employees or consultant as ESOP pursuant to the Shareholders Agreement);

(d) to purchase or redeem or pay any dividend on any capital stock prior to the Series A Preference Shares, the Series B Preference Shares, the Series D Preference Shares or the Series E Preference Shares (other than stock repurchased from former employees or consultants in connection with the cessation of their employment/services, at the lower of fair market value or cost);

(e) to create or authorize the creation of any debt security (other than equipment leases or bank lines of credit) unless such debt security has received the prior approval of the Board, including the approval of the Series A Director, the Series B Director and the Series D Director;

(f) to increase or decrease the size of the Board;

(g) to approve any change in the business scope or activities of the Company;

(h) to take actions subject to other protective provisions to be set forth in the definitive agreements in connection with the Series E financing; and

(i) to agree or undertake to do any of the foregoing.

6.2 Approval by the Board. For so long as any Series A Preference Shares, Series Preference B Shares or Series D Preference Shares remain outstanding and Bertelsmann, Sumitomo and BlueFocus respectively holds no less than 448,801 Shares, 437,629 Shares and 808,835 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), the Company shall not take any of the following actions (other than those in connection with a Non-Liquidation M&A) without 2/3 consent of the Board, including consent by the Series A Director, the Series B Director and the Series D Director:

(a) to adopt or amend the Articles of Association or similar constitutive documents of any of the Group Companies, provided that, no vote or written consent under this Section shall be required from the Series D Director before the Company may enforce any paramount lien on, make a call on or forfeit any Shares held by BlueFocus representing the unpaid Residual Amount (if any) in accordance with these Articles after July 1, 2015;

(b) to make any filing with respect to any of the Group Companies for the appointment of a receiver, administrator or other form of external manager for the winding up, liquidation, bankruptcy or insolvency of any of the Group Companies, or the passing of any resolution in respect of the same or any other forms of voluntary liquidation, dissolution or winding up of any of the Group Companies;

(c) to effect any merger, spin-off, consolidation, scheme of arrangement, reorganization or sale of all or substantially all of the assets of any of the Group Companies;

(d) to declare or pay any dividend by, or the making of any distribution on or with respect to the shares or any other share capital of, any of Group Companies;

(e) to make any increase or decrease in capital, or any purchase or redemption of any shares of any of Group Companies; provided that, no vote or written consent under this Section shall be required from the Series D Director before the Company may enforce any paramount lien on, make a call on or forfeit any Shares held by BlueFocus representing the unpaid Residual Amount (if any) in accordance with these Articles after July 1, 2015;

(f) to make any investment in excess of HK$3,000,000 (or its equivalent in other currency) in the aggregate in the same financial year or in any non-core business investments, or any acquisition of assets or equity interests inside or outside the PRC and Hong Kong SAR;

(g) to adopt annual budget, or any material change annual budget, or to engage in any new line of business of the Company or any of its subsidiaries;

(h) to appoint and remove the chief executive officer, the chief financial officer, general manager, legal representative, vice-president or any key employee of any Group Company;

(i) to appoint or change of the auditors of any of the Group Companies;

(j) to grant any indemnity or guarantee, security, or rights having similar or like economic effect over all or any part of the assets or rights of any of Group Company (or by any Founder of its equity interest in any Group Company), except for the purpose of securing borrowings from banks in the ordinary course of business not exceeding HK$3,000,000 in the aggregate (or its equivalent in other currency);

(k) to change in the business scope or activities of any of any Group Company;

(l) to adopt or amend any terms of, any of stock option or any bonus or profit sharing scheme;

(m) to authorize or incur any capital expenditure in excess of HK$5,000,000 for a single purchase or in aggregate more than HK$10,000,000 within the same financial year of the Company;

(n) to acquire or form any subsidiary or acquire the whole or any substantial part of the undertakings, assets or business of any other company or any entity or any entry into any joint venture or partnership with any other entity or any enter into any merger, consolidation or restructure;

(o) to enter into any contract, agreement or transaction between the Company or any Subsidiary and any of its directors, officers or shareholders (or their respective affiliates), including without limitation, any loans, credits, undertakings and benefits in favour of such persons and any amendment or termination of any contract, agreement or transaction previously approved by the Board or the holders of the Series A Preference Shares and the Series B Preference Shares;

(p) to sell or dispose of the whole or a substantial part of the good will or the assets of the Company and/or any Subsidiary;

(q) to amend or change the existing accounting policies or the financial year of the Company;

(r) to increase the aggregate compensation (including all benefits and bonus) of any of the five most highly compensated employees or officers of the Company and any Subsidiary by more than 50% in any twelve-month period;

(s) to borrow any money or obtain any financial facilities except pursuant to trade facilities obtained from banks or other financial institutions in the ordinary course of business

(t) to sell, transfer, license, charge, encumber or otherwise dispose of all or substantially all of the trademarks, patents, copyrights or other intellectual property owned by the Company and/or Subsidiary;

(u) to transfer any shares in the Company or any of its Subsidiaries; provided that, no vote or written consent under this Section shall be required from the Series D Director before the Company may enforce any paramount lien on, make a call on or forfeit any Shares held by BlueFocus representing the unpaid Residual amount (if any) in accordance with these Articles after July 1, 2015;

(v) to enter into any transaction outside of the Company's ordinary course of business; and

(w) to agree or undertake to do any of the foregoing.

6.2A Approval by the OptAim Director. For so long as any Igomax Shares remain outstanding and Igomax holds no less than 5% of the Igomax Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), the Company shall not take any of the following actions without the consent by OptAim Director:

(a) to adopt or amend the Memorandum and Articles or similar constitutive documents of OptAim Ltd. and any of the OptAim Subsidiaries;

(b) to effect any merger, spin-off, consolidation, scheme of arrangement, reorganization or sale of all or substantially all of the assets of OptAim Ltd. and/or the OptAim Subsidiaries;

(c) to transfer any shares in OptAim Ltd. and/or the OptAim Subsidiaries or to sell, transfer, license, charge, encumber or otherwise dispose of all or substantially all of the trademarks, patents, copyrights or other intellectual property owned by OptAim Ltd. and/or the OptAim Subsidiaries;

(d) to adopt or amend or terminate any terms of, any of stock option or any bonus or profit sharing scheme, which are applied to the employees of OptAim Ltd. and/or the OptAim Subsidiaries;

(e) to adopt annual budget, or any material change annual budget, or to engage in any new line of business of OptAim Ltd. and any of the OptAim Subsidiaries;

(f) to grant any indemnity or guarantee, security, or rights having similar or like economic effect over all or any part of the assets or rights of OptAim Ltd. and any of the OptAim Subsidiaries, except for the purpose of securing borrowings from banks in the ordinary course of business not exceeding HK$3,000,000 in the aggregate (or its equivalent in other currency);

(g) to initiate the first firm commitment underwritten registered public offering by the Company which is not an Igomax QIPO;

(h) to remove TANG Jian from the chief executive officer and a director of OptAim Ltd. and any of the OptAim Subsidiaries; and

(i) to agree or undertake to do any of the foregoing.

6.3 The powers mandated to the Board of Directors in Section 6.2 above are irrevocably mandated by the holders of Shares of the Company to the Board of Directors and shall not be revoked or rescinded in any case unless with the consent of holders of at least a majority of all issued and outstanding Ordinary Shares, holders of at least a majority of all issued and outstanding Series A Preference Shares, holders of at least a majority of all issued and outstanding Series B Preference Shares, holders of at least a majority of all issued and outstanding Series C Preference Shares and holders of at least a majority of all issued and outstanding Series D Preference Shares, each voting separately as a single class. Further, the powers mandated to the OptAim Director in Section 6.2A above are irrevocably mandated by the holders of Shares of the Company to the OptAim Director, and shall not be revoked or rescinded in any case unless with the consent of Igomax.

6.4 Subsidiaries. The protective provisions set forth in Section 6.1, Section 6.1A, Section 6.1B and Section 6.2 shall apply to all Subsidiaries and Controlled affiliates of the Company with respect to actions listed therein or any equivalent actions.

SECTION 7

PUT OPTION

7.1 If a Qualified IPO has not been consummated by the second (2nd) anniversary of the Closing (the "**QIPO Put Trigger Date**"), BlueFocus shall have an option (the "**QIPO Put Option**"), so long as BlueFocus has paid the Residual Amount to the Company by July 1, 2015, exercisable by providing a written notice to the Company (the "**Put Exercise Notice**"), to require the Company to, subject to Section 7.2 of Schedule 1 hereof, repurchase all (but not only some) of the BF Purchased Shares and BF Compensation Shares (if any) held by BlueFocus (collectively, the "**Put Shares**") on or prior to the date of the Put Exercise Notice by paying to BlueFocus a put price per such Put Share (the "**QIPO Put Price**") an amount in cash in U.S. dollars equal to the sum of, (i) with respect to each Put Share that is a Series D Preference Share, the Adjusted Series D Issue Price, and with respect to each Put Share that is an Ordinary Share, the Adjusted Ordinary Issue Price, in each case as adjusted for share dividends, splits, combinations, recapitalizations or similar events, and (ii) any accrued interest on the Adjusted Series D Issue Price (with respect to each Put Share that is a Series D Preference Share), or Adjusted Ordinary Issue Price (with respect to each Put Share that is an Ordinary Share), at the Put Option Interest Rate (such interest to be calculated on the basis of the actual number of days elapsed and a 360-day year, to accrue from day to day from the date the subscription price for such Put Share has been paid to the Company in full, and exclude all previous declared or paid dividends on such Put Share). Following the delivery of the Put Exercise Notice, the Company and BlueFocus shall discuss a mutually-acceptable closing date for the sale of the Put Shares, which shall be subject to compliance with Law and in no event be later than ninety (90) days following the date of the delivery of the Put Exercise Notice. If BlueFocus exercises the QIPO Put Option, then on the closing date of the sale of the Put Shares, BlueFocus shall, against payment of the QIPO Put Price, deliver to the Company certificates representing the Put Shares, duly endorsed for transfer to the Company. In connection with the sale of the Put Shares, BlueFocus shall represent and warrant to the Company that (i) it has full power and authority to transfer the Put Shares, (ii) the transfer of the Put Shares has been duly authorized by BlueFocus, (iii) the execution of the documents related to the transfer is enforceable against BlueFocus, and the performance by BlueFocus of its obligations with respect to the transfer of the Put Shares does not conflict with its constitutional documents or applicable Law and (iv) the Put Shares are owned beneficially and of record by BlueFocus and are transferred free from all liens. If the Company fails to close the sale of the Put Shares within ninety (90) days following the date of the delivery of the Put Exercise Notice, BlueFocus may by notice in writing to the Company, initiate a sale of the Company by selecting an international investment bank, which shall be subject to the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), to represent the Members in a sale of the Company on the open market to an independent third party for the highest price reasonably obtainable on normal market terms, and all fees and expenses of such investment bank and other professional advisers shall be shared by the Members on a pro rata basis. Proceeds from such sale shall be distributed (i) first to pay for the Company's obligation under the Put Exercise Notice and then (ii) any remaining fund shall be paid in accordance with Section 2 if there has been a Liquidating Transaction. After full payment of the QIPO Put Price for all of the Put Shares, BlueFocus shall not be entitled to any further payment under Section 2 or Section 4 of Schedule 1 hereof with respect to the Put Shares.

7.2 Notwithstanding Section 7.1 of Schedule 1 hereof:

(a) the QIPO Put Option shall terminate upon the earlier of (i) the closing of a QIPO, and (ii) the consummation of a Non-Liquidation M&A; and

(b) the QIPO Put Trigger Date shall be automatically extended for an additional one-year period if (i) the Revenue Target for the financial year ended December 31, 2015 has been met; (ii) the consolidated net profit of the Group (before deduction of any expenses relating to an IPO) as shown in the financial statements of the Group for the financial year ended December 31, 2015 prepared in accordance with US GAAP and audited by a Qualified Auditor shall be positive, and (iii) there has been an increase of at least 30% of the consolidated net profit and consolidated revenue of the Group as shown in the financial statements of the Group for the financial year ended December 31, 2016 prepared in accordance with US GAAP and audited by a Qualified Auditor as compared to those for the financial year ended December 31, 2015.

SECTION 8

PRE-EMPTIVE RIGHT

8.1 Issuance Notice. In the event the Company proposes to undertake an issuance of New Securities, it shall give Series E Investor a written notice (an "**Issuance Notice**") of such intention, describing (i) the type of New Securities, (ii) the identity of the prospective transferee, and (iii) the price and the general terms upon which the Company proposes to issue the same. Series E Investor shall have thirty (30) days after the receipt of the Issuance Notice to agree to purchase all or a portion of such New Securities for the price and upon the terms specified in the Issuance Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased ("**First Pre-emptive Rights**").

8.2 Second Pre-emptive Notice. If Series E Investor fails to exercise its First Pre-emptive Rights to purchase all of the New Securities specified in the Issuance Notice, the Company shall, within five (5) days after the expiration of the thirty (30) day period described in the Issuance Notice, deliver a written notice ("**Second Pre-emptive Notice**") specifying the aggregate number of New Securities that remain unpurchased by Series E Investor following the procedures set out in Section 8.1 (the "**Remaining Securities**") to Series D Investor who shall have a right to purchase all or a portion of the Remaining Securities by notifying the Company in writing within thirty (30) days after receipt of the Second Pre-emptive Notice from the Company ("**Second Pre-emptive Rights**").

8.3 Third Pre-emptive Notice. If Series D Investor fails to exercise its Second Pre-emptive Rights to purchase all Remaining Securities, the Company shall, within five (5) days after the expiration of the thirty (30) day period described in the Second Pre-emptive Notice, deliver a written notice ("**Third Pre-emptive Notice**") specifying the number of Remaining Securities that remain unpurchased by Series D Investor following the procedures set out in Section 8.2 (the "**Second Remaining Securities**") to each holder of Series A Preference Shares and Series B Preference Shares ("**Third Pre-emptive Holders**") who shall have a right to purchase up to such Third Pre-emptive Holder's Pro-Rata Share (and any overallotment, as provided below in Section 8.4 of any Second Remaining Securities by giving written notice to the Company within ten (10) days after the receipt of the Third Pre-emptive Notice. Each Third Pre-emptive Holder's "Pro-Rata Share" for purposes of this Sections 8.3 and 8.4 shall be equal to the Second Remaining Securities multiplied by a fraction, the numerator of which shall be the aggregate number of Ordinary Shares held by such Third Pre-emptive Holder (on a fully diluted and as converted basis) and the denominator of which shall be the total number of Ordinary Shares held by all of the Third Pre-emptive Holders (on a fully diluted and as converted basis), on the date of the Third Pre-emptive Notice.

8.4 Overallotment. If any Third Pre-emptive Holder fails to exercise its right to purchase its full Pro Rata Share of any Second Remaining Securities (each, a "**Non-Exercising Holder**"), the Company shall, within five (5) days after the expiration of the ten (10) day period described in the Third Pre-emptive Notice, deliver a written notice ("**Overallotment Notice**") specifying the aggregate number of unpurchased Second Remaining Securities that were eligible for purchase by all Non-Exercising Holders (the "**Third Remaining Securities**") to each Third Pre-emptive Holder that exercised its right to purchase its full Pro Rata Share of the Second Remaining Securities (each, an "**Exercising Holder**"). Each Exercising Holder shall have a right of overallotment, and may exercise an additional right to purchase the Third Remaining Securities by notifying the Company in writing within ten (10) days after receipt of the Overallotment Notice; provided, however, that if the Exercising Holders desire to purchase in aggregate more than the total number of Third Remaining Securities, then the Third Remaining Securities will be allocated to the extent necessary among such Exercising Holders in accordance with their relative Pro Rata Shares.

8.5 Fourth Pre-emptive Notice. Within five (5) days after the expiration of the ten (10) day period described in the Third Pre-emptive Notice or the Overallotment Notice, as applicable, the Company shall deliver a written notice ("**Fourth Pre-emptive Notice**") specifying the aggregate number of Third Remaining Securities that remain unpurchased by the Third Pre-emptive Holders following the procedures set out in Section 8.3 and Section 8.4 (the "**Fourth Remaining Securities**") to Series C Investor who shall have a right to purchase all or a portion of the Fourth Remaining Securities by notifying the Company in writing within ten (10) days after receipt of the Fourth Pre-emptive Notice from the Company.

8.6 Fifth Pre-emptive Notice. Within five (5) days after the expiration of the ten (10) day period described in the Fourth Pre-emptive Notice, the Company shall deliver a written notice ("**Fifth Pre-emptive Notice**") specifying the aggregate number of Fourth Remaining Securities that remain unpurchased by Series C Investor following the procedures set out in Section 8.5 (the "**Fifth Remaining Securities**") to the Ordinary Investors (other than any Ordinary Investor who is also the Series D Investor or a Third Pre-emptive Holder) who shall have a right to purchase the Fifth Remaining Securities ("**Qualifying Ordinary Investor**"), and each Qualifying Ordinary Investor may exercise its right to purchase the Fifth Remaining Securities on a pro-rata basis (based on the aggregate number of Ordinary Shares held by such Qualifying Ordinary Investor (on a fully diluted and as converted basis) in relation to the total number of Ordinary Shares held by all Qualifying Ordinary Investors (on a fully diluted and as converted basis) on the date of the Fifth Pre-emptive Notice by notifying the Company in writing within ten (10) days after receipt of the Fifth Pre-emptive Notice from the Company.

8.7 Sales by the Company. Within a period of ninety (90) days following the expiration of the last of ten (10) day period as described in the Fifth Pre-emptive Notice, the Company may sell any New Securities with respect to which the Series E Investor's, the Series D Investor's, the Third Pre-emptive Holders', the Series C Investor's and the Ordinary Investors' rights under this Section 8 were not exercised, to the purchasers identified in the Issuance Notice and at a price and upon terms not more favorable to the purchasers thereof than specified in the Issuance Notice. In the event the Company has not sold such New Securities within such ninety (90) day period, the Company shall not thereafter issue or sell any New Securities, without first again offering such securities to the Series E Investor, the Series D Investor, the Third Pre-emptive Holders, the Series C Investor and the Ordinary Investors in the manner provided in this Section 8.

8.8 Termination of Preemptive Rights. The preemptive rights in this Section 8 shall terminate on the earlier of (i) the closing of the Qualified IPO, (ii) the consummation of a Liquidating Transaction and (iii) the consummation of a Non-Liquidation M&A.

8.9 Nothing in this Section 8 shall give any holder of Ordinary Share that is not an Ordinary Investor any preemptive rights over the New Securities.

SECTION 9

PROHIBITION ON TRANSFER OF SHARES

9.1 The Founders and the Management shall not directly or indirectly sell, assign, transfer, pledge, hypothecate, or otherwise encumber or dispose of in any way ("**Transfer**") any Shares owned or held by such Founder or Management, unless otherwise approved in writing by the holders of a majority of then issued and outstanding Series E Preference Shares, the holders of a majority of then issued and outstanding Series D Preference Shares (with respect to any Transfer by the Founders, Mr. Tran Kwok Wai Robert and Big Tooth Corporation only), the holders holding a majority of then issued and outstanding Series B Preference Shares and the holders holding a majority of then issued and outstanding Series A Preference Shares (each voting as a separate class). Upon such approval, such Transfer may be conducted subject to compliance with Section 10, 11, 12, and 13.

9.2 No Principal, regardless of such Principal's employment status with the Company, shall Transfer all or any part of any interest in any Shares now or hereafter owned or held by such Principal, unless otherwise approved in writing by the holders holding a majority of then issued and outstanding Series B Preference Shares and the holders holding a majority of then issued and outstanding Series A Preference Shares (each voting as a separate class). Upon such approval, such Transfer may be conducted subject to compliance with Sections 10, 11, 12 and 13.

9.3 Any Transfer of Shares not made in compliance with this Section or the Shareholders Agreement shall be null and void as against the Company, shall not be recorded on the books of the Company and shall not be recognized by the Company.

SECTION 10

RIGHTS OF FIRST REFUSAL

10.1 Transfer Notice. Subject to Section 13, if any Principal proposes to make any Transfer of any Equity Securities (such holder, a "**Transferor**") to one or more third parties that are not Affiliates of such Transferor (or otherwise related to such Transferor through common ownership or Control), then the Transferor shall give the Company, Series E Investor and Series D Investor written notice of the Transferor's intention to make such Transfer (the "**Transfer Notice**"), which shall include (a) a description of the Equity Securities to be transferred (the "**Offered Shares**"), (b) the identity of the prospective transferee and (c) the consideration and the material terms and conditions upon which the proposed Transfer is to be made. The Transfer Notice shall certify that the Transferor has received a definitive offer from the prospective transferee and in good faith believes a binding agreement for the Transfer is obtainable on the terms set forth in the Transfer Notice. The Transfer Notice shall also include a copy of any written proposal, term sheet or letter of intent or other agreement relating to the proposed Transfer.

10.2 Company's Option. The Company shall have an option for a period of ten (10) days following its receipt of the Transfer Notice (the "**Company's Option Period**") to elect to purchase all or a portion of the Offered Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice, by notifying the Transferor and the Series E Investor in writing before the expiration of the Company's Option Period as to the number of such Offered Shares that it wishes to purchase. Within ten (10) days after expiration of the Company's Option Period, the Transferor shall deliver a written notice to Series E Investor (the "**Second Notice**") setting forth the number of Offered Shares, if any, which the Company did not elect to purchase.

10.3 Series E Investor's Option. The Series E Investor shall have an option for a period of ten (10) days following receipt of the Second Notice (the "**Series E Investor's Option Period**") to elect to purchase all or any portion of the Offered Shares which the Company did not elect to purchase pursuant to Section 10.2 at the same price and subject to the same material terms and conditions as described in the Transfer Notice, by notifying the Transferor and the Company in writing before the expiration of the Series E Investor's Option Period of the number of such Offered Shares that it wishes to purchase. Within three (3) days after expiration of the Series E Investor's Option Period, the Transferor shall deliver written notice to Series D Investor (the "**Third Notice**") setting forth the number of Offered Shares, if any, which the Series E Investor did not elect to purchase. Subject to applicable securities Laws, the Series E Investor shall be entitled to apportion Offered Shares to be purchased among its Affiliates, provided that the Series E Investor notifies the Company and the Transferor in writing.

10.4 Series D Investor's Option. The Series D Investor shall have an option for a period of ten (10) days following receipt of the Third Notice (the "**Series D Investor's Option Period**") to elect to purchase all or any portion of the Offered Shares which the Series E Investor did not elect to purchase pursuant to Section 10.3 at the same price and subject to the same material terms and conditions as described in the Transfer Notice, by notifying the Transferor and the Company in writing before the expiration of the Series D Investor's Option Period of the number of such Offered Shares that it wishes to purchase. Within three (3) days after expiration of the Series D Investor's Option Period, the Transferor shall deliver written notice to the A and B Holders (the "**Fourth Notice**") setting forth the number of Offered Shares, if any, which the Series D Investor did not elect to purchase.

10.5 A and B Holders' Option.

(a) Each A and B Holder shall have an option for a period of ten (10) days following receipt of the Fourth Notice (the "**A and B Holders' Option Period**") to elect to purchase all or any portion of its respective Pro Rata Share of the Offered Shares which the Series D Investor did not elect to purchase pursuant to Section 10.4 at the same price and subject to the same material terms and conditions as described in the Transfer Notice, by notifying the Transferor and the Company in writing before expiration of the A and B Holders' Option Period as to the number of such Offered Shares that it wishes to purchase.

(b) For the purposes of this Section 10.5, each such A and B Holder's "Pro Rata Share" of the Offered Shares shall be equal to (i) the total number of Offered Shares which the Series D Investor did not elect to purchase pursuant to Section 10.4, multiplied by (ii) a fraction, the numerator of which shall be the aggregate number of Conversion Shares held by such A and B Holder on the date of the Fourth Notice and the denominator of which shall be the total number of Conversion Shares held by all A and B Holders on the date of the Fourth Notice.

(c) If any such A and B Holder fails to exercise its right to purchase its full Pro Rata Share of the available Offered Shares, the Transferor shall deliver written notice (the "**Fifth Notice**") within five (5) days after the expiration of the A and B Holders' Option Period to the Company and each A and B Holder that elected to purchase its entire Pro Rata Share of the Offered Shares (an "**Exercising Shareholder**"). The Exercising Shareholders shall have a right of re-allotment, and may exercise an additional right to purchase such unpurchased Offered Shares by notifying the Transferor and the Company in writing within ten (10) days after receipt of the Fifth Notice; provided, however, that if the Exercising Shareholders desire to purchase in aggregate more than the number of such unpurchased Offered Shares, then such unpurchased Offered Shares will be allocated to the extent necessary among the Exercising Shareholders in accordance with their relative Pro Rata Shares.

(d) Subject to applicable securities Laws, each such A and B Holder shall be entitled to apportion Offered Shares to be purchased among its Affiliates, provided that such A and B Holder notifies the Company and the Transferor in writing.

(e) Within three (3) days after expiration of the A and B Holders' Option Period, the Transferor shall deliver a written notice to the Series C Investor (the "**Sixth Notice**") setting forth the number of Offered Shares, if any, which the A and B Holders did not elect to purchase.

10.6 Series C Investor's Option. The Series C Investor shall have an option for a period of ten (10) days following receipt of the Sixth Notice (the "**Series C Investor's Option Period**") to elect to purchase all or any portion of the Offered Shares which the the A and B Holders did not elect to purchase pursuant to Section 10.5, at the same price and subject to the same material terms and conditions as described in the Transfer Notice, by notifying the Transferor and the Company in writing before the expiration of the Series C Investor's Option Period of the number of such Offered Shares that it wishes to purchase. Within three (3) days after expiration of the Series C Investor's Option Period, the Transferor shall deliver written notice to the Ordinary Investors (the "**Seventh Notice**") setting forth the number of Offered Shares, if any, which the Series C Investor did not elect to purchase.

10.7 Ordinary Investors' Option. Each Ordinary Investor shall have an option for a period of ten (10) days following receipt of the Seventh Notice (the "**Ordinary Investors' Option Period**") to elect to purchase all or any portion of its respective Pro Rata Share of the Offered Shares which the Series C Investor did not elect to purchase pursuant to Section 10.6 at the same price and subject to the same material terms and conditions as described in the Transfer Notice, by notifying the Transferor and the Company in writing before the expiration of the Ordinary Investors' Option Period of the number of Offered Shares that it wishes to purchase. For the purposes of this Section 10.7, each Ordinary Investor's "Pro Rata Share" of the Offered Shares shall be equal to (x) the total number of Offered Shares which the Series C Investor did not elect to purchase pursuant to Section 10.6, multiplied by (y) a fraction, the numerator of which shall be the aggregate number of Ordinary Shares held by such Ordinary Investor other than any Ordinary Investor who is also the Series D Investor or A and B Holder (on a fully-diluted basis) on the date of the Seventh Notice and the denominator of which shall be the total number of Ordinary Shares held by all such Ordinary Investors (on a fully-diluted basis) on the date of the Seventh Notice.

10.8 Procedure. If the Company and/or the Series E Investor and/or the Series D Investor and/or any A and B Holder and/or the Series C Investor and/or any Ordinary Investor gives the Transferor notice that it desires to purchase Offered Shares, and, as the case may be, its re-allotment, then payment for the Offered Shares to be purchased shall be by wire transfer in immediately available funds of the appropriate currency, against allotment of such Offered Shares to be purchased, at a place agreed to by the Transferor, the Company, and all the participating Series E Investor, Series D Investor, A and B Holders and/or Series C Investor and/or Ordinary Investors and at the time of the scheduled closing therefor, no later than thirty (30) days after the expiration of the Company's Option Period, the Series E Investor's Option Period, the Series D Investor's Option Period, the A and B Holders' Option Period, the Series C Investor's Option Period and the Ordinary Investors' Option period, as applicable, unless the Transfer Notice contemplated a later closing with the prospective third party transferee or unless the value of the purchase price has not yet been established pursuant to Section 10.9. The Transferor shall have the right to terminate or withdraw any Transfer Notice and any intent to Transfer Offered Shares at any time, whether or not the Company and/or the Series E Investor and/or the Series D Investor, and/or A and B Holder and/or the Series C Investor and/or any Ordinary Investor has elected to purchase under this Section 10 any Offered Shares offered thereby.

10.9 Valuation of Property.

(a) Should the purchase price specified in the Transfer Notice be payable in property other than cash or evidences of indebtedness, the Company, the Series E Investor, the Series D Investor, the A and B Holders, the Series C Investor and/or the Ordinary Investors shall have the right to pay the purchase price in the form of cash equal in amount to the fair market value of such property.

(b) If the Transferor, the Company and the Series E Investor cannot agree on such fair market value within the Series E Investor's Option Period, the valuation shall be made by an appraiser of internationally recognized standing jointly selected by the Transferor, the Company (if the Company has elected to purchase any Offered Shares), and the Series E Investor (if the Series E Investor has elected to purchase any Offered Shares) or, if they cannot agree on an appraiser within the Company's Option Period (or the Series E Investor's Option Period if the Company does not elect to purchase all Offered Shares), each shall select an appraiser of internationally recognized standing and the two appraisers shall designate a third appraiser of internationally recognized standing, whose appraisal shall be determinative of such value.

(c) The cost of such appraisal shall be shared equally by the Transferor, on the one hand, and the Company and the Series E Investor (if Series E Investor has elected to purchase any Offered Shares), on the other hand, with the portion of the cost borne by the Company and the Series E Investor to be borne *pro rata* by the Company and the Series E Investor based on the number of Offered Shares such Party has elected to purchase pursuant to this Section 10.

(d) If the value of the purchase price offered by the prospective transferee is not determined within the thirty (30) day period specified in Section 10.8 above, the closing of the purchase of Offered Shares by the Company and/or the Series E Investor shall be held on or prior to the fifth (5th) business day after such valuation shall have been made pursuant to this Section 10.9.

(e) If the Third Notice has been issued and the fair market value of such property has not been agreed or determined by the Transferor, the Company and the Series E Investor pursuant to paragraphs (b) to (d) above, the Transferor, the Company and Series D Investor shall agree or determine such fair market value on substantially the same terms as set out in paragraphs (b) to (d) *mutatis mutandis*, by replacing all references to “Series E Investor” by “Series D Investor” and all references to “Series E Investor’s Option Period” by “Series D Investor’s Option Period”.

(f) If the Fourth Notice has been issued and the fair market value of such property has not been agreed or determined by the Transferor, the Company, the Series E Investor and the Series D Investor pursuant to paragraphs (b) to (e) above, the Transferor, the Company and the A and B Holders shall agree or determine such fair market value on substantially the same terms as set out in paragraphs (b) to (d) *mutatis mutandis*, by replacing all references to “Series E Investor” by “A and B Holders” and all references to “Series E Investor’s Option Period” by “A and B Holders’ Option Period”.

(g) If the Sixth Notice has been issued and the fair market value of such property has not been agreed or determined by the Transferor, the Company, the Series E Investor, the Series D Investor, and the A and B Holders pursuant to paragraphs (b) to (f) above, the Transferor, the Company and Series C Investor shall agree or determine such fair market value on substantially the same terms as set out in paragraphs (b) to (d), *mutatis mutandis*, by replacing all references to “Series E Investor” by “Series C Investor” and all references to “Series E Investor’s Option Period” by “Series C Investor’s Option Period”.

(h) If the Seventh Notice has been issued and the fair market value of such property has not been agreed or determined by the Transferor, the Company, the Series E Investor, the Series D Investor, the A and B Holders and/or the Series C Investor pursuant to paragraphs (b) to (g) above, the Transferor, the Company and the Ordinary Investors shall agree or determine such fair market value on substantially the same terms as set out in paragraphs (b) to (d), *mutatis mutandis*, by replacing all references to “Series E Investor” by “Ordinary Investors” and all references to “Series E Investor’s Option Period” by “Ordinary Investors’ Option Period”.

10.10 Nothing in this Section 10 shall give an Ordinary Shareholder that is not an Ordinary Investor any right of first-refusal over the Offered Shares.

SECTION 11 RIGHT OF CO-SALE

11.1 In the event that the Company and/or the Series E Investor and/or the Series D Investor and/or the A and B Holders and/or the Series C Investor and/or the Ordinary Investors do not exercise their respective rights of first refusal as to all of the Equity Securities proposed to be sold by any Transferor pursuant to Section 10, the Transferor shall within five (5) days upon the expiration of the Ordinary Investors' Option Period give a written notice ("**Co-Sale Notice**") to each of the Series E Investor, Series D Investor, the A and B Holders, the Series C Investor and the Ordinary Investors who did not exercise its right of first refusal pursuant to Section 10. The Series E Investor, if it did not exercise its right of first refusal under Section 10.3, shall have a right to participate in the sale of Equity Securities by the Transferor on the same terms and conditions as specified in the Transfer Notice (but in no event less favorable to the Transferor) by notifying the Transferor in writing within ten (10) days following the receipt of the Co-Sale Notice indicating the number of Equity Securities the Selling Shareholder wishes to sell under its right to participate. To the extent the Series E Investor exercises such right of participation ("**Selling Shareholder**") in accordance with the terms and conditions set forth below, the number of Equity Securities that the Transferor may sell in the Transfer shall be correspondingly reduced.

11.2 The total number of Equity Securities that the Selling Shareholder may elect to sell shall be equal to the product of (i) the aggregate number of the Offered Shares not purchased by the Company, Series E Investor, Series D Investor, the A and B Holders, Series C Investor and Ordinary Investors following the exercise or expiration of all rights of first refusal pursuant to Section 10 hereof, multiplied by (ii) a fraction, the numerator of which is the number of Ordinary Shares (assuming the exercise, conversion and exchange of any Ordinary Share Equivalents) owned by the Selling Shareholder on the date of the Co-Sale Notice and the denominator of which is the total number of Ordinary Shares (assuming the exercise, conversion and exchange of any Ordinary Share Equivalents) owned by the Transferor and the Selling Shareholder on the date of the Co-Sale Notice.

11.3 The Selling Shareholder shall effect its participation in the sale by promptly delivering to the Transferor, for Transfer to the prospective purchaser, a duly executed share transfer form and one or more certificates, which represent the type and number of Equity Securities which the Selling Shareholder elects to sell; provided, however, that if the prospective third party purchaser objects to the delivery of Equity Securities in lieu of Ordinary Shares, the Selling Shareholder shall only allot and deliver Ordinary Shares (and therefore shall convert any such Equity Securities into Ordinary Shares) and certificates corresponding to such Ordinary Shares. The Company agrees to make any such conversion concurrent with the actual Transfer of such shares to the purchaser and contingent on such Transfer.

11.4 The share certificate or certificates that the Selling Shareholder delivers to the Transferor pursuant to Section 11.3 shall be transferred to the prospective purchaser in consummation of the sale of the Equity Securities pursuant to the terms and conditions specified in the Transfer Notice, and the Transferor shall concurrently therewith remit to the Selling Shareholder that portion of the sale proceeds to which the Selling Shareholder is entitled by reason of its participation in such sale.

11.5 To the extent that any prospective purchaser prohibits the participation of the Selling Shareholder exercising its co-sale rights hereunder in a proposed Transfer or otherwise refuses to purchase shares or other securities from the Selling Shareholder exercising its co-sale rights hereunder, the Transferor shall not sell to such prospective purchaser any Equity Securities unless and until, simultaneously with such sale, the Transferor shall purchase from the Selling Shareholder such shares or other securities that Selling Shareholder would otherwise be entitled to sell to the prospective purchaser pursuant to its co-sale rights for the same consideration and on the same terms and conditions as the proposed transfer described in the Transfer Notice.

11.6 In the event that the Series E Investor does not exercise its respective rights of co-sale pursuant to Sections 11.1 to 11.5 as to the total number of Equity Securities permitted to be sold pursuant to Section 11.2, the Series D Investor if it did not exercise its right of first refusal under Section 10.4 may then participate in the sale of the balance of such Equity Securities proposed to be sold by the Transferor (the "**Series D Co-Sale Shares**"). The total number of Equity Securities that the Series D Investor may elect to sell shall be equal to the product of (i) the total number of Series D Co-Sale Shares, multiplied by (ii) a fraction, the numerator of which is the number of Ordinary Shares (assuming the exercise, conversion and exchange of any Ordinary Share Equivalents) owned by the Series D Investor on the date of the Co-Sale Notice and the denominator of which is the total number of Ordinary Shares (assuming the exercise, conversion and exchange of any Ordinary Share Equivalents) owned by the Transferor and the Series D Investor on the date of the Co-Sale Notice.

11.7 In the event that the Series D Investor does not exercise its respective rights of co-sale pursuant to Section 11.6 as to the total number of Equity Securities permitted to be sold pursuant to Section 11.2, any of the A and B Holders who did not exercise its right of first refusal under Section 10.5 ("**Eligible A and B Holders**") may then participate in the sale of the balance of such Equity Securities proposed to be sold by the Transferor (the "**A and B Co-Sale Shares**"). The total number of Equity Securities that each A and B Holder may elect to sell shall be equal to the product of (i) the total number of A and B Co-Sale Shares, multiplied by (ii) a fraction, the numerator of which is the number of Ordinary Shares (assuming the exercise, conversion and exchange of any Ordinary Share Equivalents) owned by such Eligible A and B Holder on the date of the Co-Sale Notice and the denominator of which is the total number of Ordinary Shares (assuming the exercise, conversion and exchange of any Ordinary Share Equivalents) owned by the Transferor and all of the Eligible A and B Holders on the date of the Co-Sale Notice.

11.8 In the event that the A and B Holders do not exercise their respective rights of co-sale pursuant to Section 11.7 as to the total number of A and B Co-Sale Shares, the Series C Investor if it did not exercise its right of first refusal under Section 10.6 may then participate in the sale of the balance of such Equity Securities proposed to be sold by the Transferor (the "**Series C Co-Sale Shares**"). The total number of Equity Securities that the Series C Investor may elect to sell shall be equal to the product of (i) the total number of Series C Co-Sale Shares, multiplied by (ii) a fraction, the numerator of which is the number of Ordinary Shares (assuming the exercise, conversion and exchange of any Ordinary Share Equivalents) owned by such Series C Investor on the date of the Co-Sale Notice and the denominator of which is the total number of Ordinary Shares (assuming the exercise, conversion and exchange of any Ordinary Share Equivalents) owned by the Transferor and the Series C Investor on the date of the Co-Sale Notice.

11.9 In the event that the Series C Investor does not exercise its right of co-sale pursuant to Section 11.8 as to the total number of Series C Co-Sale Shares, the Ordinary Investors (except for any Ordinary Investor who is also the Series D Investor or A and B Holder) who did not exercise its right of first refusal under Section 10.7 ("**Eligible Ordinary Investor**") may then participate in the sale of the balance of such Equity Securities proposed to be sold by the Transferor (the "**Ordinary Co-Sale Shares**"). The total number of Equity Securities that such Ordinary Investor may elect to sell shall be equal to the product of (i) the total number of Ordinary Co-Sale Shares, multiplied by (ii) a fraction, the numerator of which is the number of Ordinary Shares (assuming the exercise, conversion and exchange of any Ordinary Share Equivalents) owned by such Eligible Ordinary Investor on the date of the Co-Sale Notice and the denominator of which is the total number of Ordinary Shares (assuming the exercise, conversion and exchange of any Ordinary Share Equivalents) owned by the Transferor and all of the Eligible Ordinary Investor on the date of the Co-Sale Notice.

11.10 Nothing in this Section 11 shall give an Ordinary Shareholder that is not an Ordinary Investor any right of co-sale over such Offered Shares.

SECTION 12

NON-EXERCISE OF RIGHTS

12.1 To the extent that the Company, the Series E Investor, the Series D Investor, the A and B Holders, the Series C Investor and/or the Ordinary Investors have not exercised their rights to purchase all Offered Shares within the time periods specified in Section 10, subject to the right of the Series E Investor, Series D Investor, A and B Holders, Series C Investor and/or Ordinary Investors to exercise their rights to participate in the sale of Offered Shares within the time periods specified in Section 11, the Transferor shall have a period of sixty (60) days from the expiration of such rights specified in Section 11 in which to sell the remaining Offered Shares to the third party transferee identified in the Transfer Notice upon terms and conditions (including the purchase price) no more favourable to the purchaser than those specified in the Transfer Notice, so long as any such sale is effected in accordance with any applicable securities Laws.

12.2 In the event the Transferor does not consummate the sale or disposition of any Offered Shares within sixty (60) days from the expiration of such rights, rights of the Series E Investor, Series D Investor, A and B Holders, Series C Investor and/or Ordinary Investors under Section 10 and Section 11, as the case may be, shall be re-invoked and shall be applicable to any subsequent disposition of such Offered Shares by the Transferor until such rights lapse in accordance with the terms of these Articles.

12.3 The exercise or non-exercise of the rights of the Series E Investor, Series D Investor, the A and B Holders, Series C Investor and/or Ordinary Investors under these Section 10 and 11 to purchase Equity Securities from a Transferor or participate in the sale of Equity Securities by a Transferor shall not adversely affect their rights to make subsequent purchases from the Transferor of Equity Securities or subsequently participate in sales of Equity Securities by the Transferor hereunder.

SECTION 13

PERMITTED TRANSFERS

Subject to the requirements of applicable Law, notwithstanding the provisions of this Section 13, any Principal may sell or otherwise assign, with or without consideration, any Equity Securities now or hereafter held by such person, to any spouse, parent, lineal descendants, or to a trust, custodian, trustee, executor, or other fiduciary for the account of any of the foregoing, or to a trust for such holder's account, or a charitable remainder trust (transferees pursuant to the preceding clause, collectively, the "**Permitted Transferees**" and each, a "**Permitted Transferee**"); provided, that each such Permitted Transferee, prior to the completion of the sale, transfer, or assignment, shall have executed a document in form and substance reasonably satisfactory to the Company, the Series E Investor, the Series D Investor and the A and B Holders assuming the obligations of such Principal under the ROFR as a "Principal", including but not limited to Section 9 hereof, with respect to the transferred Equity Securities.

SECTION 14

DE FACTO CONTROL

Except in connection with a Non-Liquidation M&A, the Control of the Company and the de facto controlling person of the Company shall remain unchanged prior to a Qualified IPO.

Exhibit 10.1

SERIES E SHARE SUBSCRIPTION AGREEMENT

OPTIMIX MEDIA ASIA LIMITED

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SERIES E SHARE SUBSCRIPTION AGREEMENT

THIS SERIES E SHARE SUBSCRIPTION AGREEMENT (this "**Agreement**") is entered into as of December 19, 2016, by and among Optimix Media Asia Limited, a company duly incorporated and existing under the Laws of the Cayman Islands (the "**Company**"), Mr. Hsieh, Wing Hong Sammy, a Hong Kong S.A.R. citizen whose ID No. is K096776(9) ("**Founder 1**"), Mr. Ng, Yau Ping, a Hong Kong S.A.R. citizen whose ID No. is V029871(9) ("**Founder 2**" and, together with Founder 1, the "**Founders**", and each, a "**Founder**"), and Shenwan Hongyuan Goldspring Fund I, (the "**Investor**", together with the Company and the Founders, the "**Parties**", and each, a "**Party**").

RECITALS

A. Conditioned upon the satisfaction of all applicable conditions set forth herein, the Investor wishes to subscribe for certain number of Series E Preference Shares (as defined below) of the Company, and the Company wishes to issue such number of Series E Preference Shares to the Investor upon payment of the Subscription Price (as defined below) at the Closing, on the terms and conditions set forth in this Agreement.

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

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereto hereby agree as follows:

1. Definitions

The following terms shall have the meanings ascribed to them below:

"**Action**" means any notice, charge, claim, action, complaint, petition, investigation, suit or other proceeding, whether administrative, civil or criminal, whether at Law or in equity, and whether or not before any mediator, arbitrator or Governmental Authority.

"**Affiliate**" means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person.

"**Agreement**" has the meaning set forth in the preamble hereof.

"**Amended and Restated Memorandum and Articles**" means the seventh amended and restated memorandum and articles of association of the Company to be adopted pursuant to the terms of this Agreement, the agreed form of which is attached hereto in Schedule D.

"**Amended and Restated Right of First Refusal Agreement**" means the third amended and restated right of first refusal agreement to be entered into pursuant to the terms of this Agreement, the agreed form of which is attached hereto in Schedule E.

"**Amended and Restated Shareholders Agreement**" means the fourth amended and restated shareholders agreement to be entered into pursuant to the terms of this Agreement, the agreed form of which is attached hereto in Schedule F.

"**Announcement 7**" means the "Notice Regarding Certain Corporate Income Tax Matters on Indirect Transfer of Properties by Non-Tax Resident Enterprises (Public Notice [2015] No.7)" issued by the State Administration of Taxation of the People's Republic of China (国家税务总局关于非居民企业间接 转让财产企业所得税若干问题的公告), effective as of February 3, 2015 (including subsequent amending provisions, if any).

"**Approval**" means any approval, authorization, release, order, or consent required to be obtained from, or any registration, qualification, designation, declaration, filing, notice, statement or other communication required to be filed with or delivered to, any Governmental Authority or any other Person, or any waiver of any of the foregoing.

"**Arbitration Notice**" has the meaning set forth in Section 9.4(ii) hereof.

"**Audited Financial Statements**" has the meaning set forth in Section 3.11 hereof.

"**Beijing OptAim**" means Beijing Zhiyunzhong Internet Technology Limited (北京智云众网络有 限公司), a company incorporated and existing under the Laws of the PRC.

"**Benefit Plan**" means any employment contract, deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employment compensation agreement or any other plan established or maintained by any Group Company (or any predecessor or Affiliate of a Group Company) which provides or provided benefits for any employee of any Group Company or with respect to which contributions are or have been made by any Group Company on account of an employee of any Group Company.

"**Bridge Loan**" means the loan provided by Harmony Way International Limited to the Company, with a principal amount of US$10,000,000 pursuant to a loan agreement by and between Harmony Way International Limited and the Company dated November 4, 2016.

"**Board**" or "**Board of Directors**" means the board of directors of the Company.

"**Business Day**" means a day (excluding Saturday, Sunday or public holiday) on which commercial banks in the British Virgin Islands, Cayman Islands, Hong Kong S.A.R. and PRC are open for business to the general public.

"**Buzzinate**" means Buzzinate Company Limited, a company incorporated in Hong Kong with registered number 1323609, whose registered office is at Room 1501, 15/F, SPA Centre, 53-55 Lockhart Road, Wanchai, Hong Kong.

"**Buzzinate Shanghai**" means 擘纳上海信息科技有限公司, a wholly foreign owned enterprise with limited liability incorporated in the PRC with company number 69157656-9, whose legal address is Room 103/105, Block 1, No. 498, Guo Shou Jing Rd, Pudong, Shanghai, P.R.C.

"**Buzzinate TW**" means 百智能科技股份有限公司, a wholly foreign owned enterprise with limited liability incorporated in Taiwan with company number 25103545, whose legal address is 8F, No. 37, Section 4, Muzha Rd, 116, Taipei City, Taiwan.

"**BVI Companies**" means Diablo Holdings Corporation and Harmattan Capital Holdings Corporation.

"**CFC**" means a controlled foreign corporation as defined in the Code.

"**Charter Documents**" means, as to a Person, such Person's certificate of incorporation, formation or registration (including, if relevant, certificates of change of name), memorandum of association, articles of association or incorporation, charter, by-laws, trust deed, trust instrument, partnership, operating agreement, limited liability company, joint venture or shareholders agreement or equivalent documents, and business license, in each case as amended.

"**China Search (HK)**" means China Search (Asia) Limited, a corporation incorporated and existing under the Laws of Hong Kong.

"**Circular 698**" means the "Notice on Strengthening the Management of Enterprise Income Tax Collection of Proceeds from Equity Transfers by Non-Resident Enterprises (Guoshihan [2009] 698)" issued by the State Administration of Taxation of the PRC on December 11, 2009 (关于加强非居民企业股权转让所得企业所得税管理的通知) and any subsequent similar notices, rules, amendments or supplements.

"**Closing**" has the meaning set forth in Section 2.2(i) hereof

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company**" has the meaning set forth in the preamble hereof.

"**Company Intellectual Property**" has the meaning set forth in Section 3.20(i) hereof.

"**Company Officials**" has the meaning set forth in Section 3.16(v) hereof.

"**Company Owned IP**" has the meaning set forth in Section 3.20(i) hereof.

"**Company Registered IP**" has the meaning set forth in Section 3.20(i) hereof.

"**Compliance Law**" has the meaning set forth in Section 3.16(iv) hereof.

"**Confidential Information**" has the meaning set forth in Section 9.8 hereof.

"**Contract**" means, as to any Person, any contract, agreement, undertaking, indenture, note, bond, loan, instrument, lease, mortgage, deed of trust, franchise, or license to which such Person is a party or by which such Person or any of its property is bound, whether oral or written.

"**Control**" of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person; the term "**Controlled**" has the meaning correlative to the foregoing.

"**Conversion Shares**" means the Ordinary Shares issuable upon conversion of the Series E Preference Shares.

"**Deeds of Guarantee**" means the deeds of guarantee to be entered into by the Guarantors pursuant to the terms of this Agreement, the agreed form of which is attached hereto in Schedule G.

"**Disclosure Schedule**" has the meaning set forth in Section 3 hereof.

"**Dispute**" has the meaning set forth in Section 9.4(i) hereof.

"**DMG HK**" means Digital Marketing Group Limited, a company incorporated and existing under the Laws of Hong Kong.

"**Equity Securities**" means, with respect to a Person, any shares, share capital, registered capital, ownership interest, equity interest, or other securities of such Person, and any option, warrant, or right to subscribe for, acquire or purchase any of the foregoing, or any other security or instrument convertible into or exercisable or exchangeable for any of the foregoing, or any equity appreciation, phantom equity, equity plans or similar rights with respect to such Person, or any Contract of any kind for the purchase or acquisition from such Person of any of the foregoing, either directly or indirectly.

"**ESOP**" has the meaning set forth in Section 3.2(i) hereof.

"**FCPA**" has the meaning set forth in Section 3.16(iv)(b) hereof.

"**Financial Statements**" has the meaning set forth in Section 3.11 hereof.

"**Founder**" has the meaning set forth in the preamble hereof.

"**Governmental Authority**" means any nation or government or any federation, province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the British Virgin Islands, Cayman Islands, Hong Kong S.A.R., PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

"**Government Official**" means (i) an officer or employee of a government, government-owned enterprise (or any department or instrumentality thereof), political party or public international organization, (ii) a candidate for government or political officer, or (iii) an officer or employee of any entity owned by a government.

"**Governmental Order**" means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

"**Group Benefit Plan**" has the meaning set forth in Section 3.22 hereof.

"**Group Company**" means each of the Company, the HK Company, BVI Companies and their directly and indirectly owned Subsidiaries and Affiliates and associated companies, including but not limited to Buzzinate, Buzzinate Shanghai, Buzzinate TW, iClick Beijing, iClick Shanghai, iClick Shenzhen, OptAim Beijing, OptAim Shanghai, OptAim WFOE, and iClick TW, and "**Group**" refers to all Group Companies collectively. The particulars of the Group Companies are set forth on Schedule B-1 attached hereto.

"**Guarantor**" means each of Optimix Media Asia Limited (incorporated in Hong Kong), iClick Interactive Asia Limited, Diablo Holdings Corporation, Harmattan Capital Holdings Corporation, China Search (Asia) Limited, DMG HK, Tetris Media Limited, OptAim Limited, and OptAim (HK) Limited.

"**HK Company**" means Optimix Media Asia Limited, a company duly incorporated and existing under the Laws of the Hong Kong S.A.R.

"**HKIAC**" has the meaning set forth in Section 9.4(iii) hereof.

"**Hong Kong S.A.R.**" means the Hong Kong Special Administrative Region.

"**iClick Beijing**" means Interactive (Beijing) Advertisement Co., Ltd (爱点击互动(北京)广告有限 公司), a company incorporated and existing under the Laws of the PRC.

"**iClick (HK)**" means iClick Interactive Asia Limited, a company incorporated and existing under the Laws of Hong Kong.

"**iClick Shanghai**" means Tetris Media (Shanghai) Co. Ltd (泰司广告（上海）有限公司), a company incorporated and existing under the Laws of the PRC.

"**iClick Shenzhen**" means Search Asia Technology (SZ) Ltd. (搜索亚洲科技(深圳)有限公司), a company incorporated and existing under the Laws of the PRC.

"**iClick TW**" means iClick Interactive Taiwan Limited and iClick Interactive Taiwan Limited Taiwan Branch.

"**Indemnifiable Loss**" means, with respect to any Person, any action, claim, cost, damage, deficiency, diminution in value, disbursement, expense, liability, loss, obligation, penalty, settlement, suit, or Tax of any kind or nature, together with all reasonable interest or other carrying costs, penalties, legal, accounting and other reasonable professional fees and expenses incurred in the investigation, collection, prosecution and defense of claims or amounts paid in settlement, that may be imposed on or otherwise incurred or suffered by such Person. Notwithstanding anything contained in this Agreement to the contrary, the Indemnifiable Loss shall in no event include any indirect, special, punitive, exemplary or consequential loss or damage.

"**Indemnification Cap**" has the meaning set forth in Section 9.7 hereof.

"**Indemnified Parties**" has the meaning set forth in Section 9.6(i) hereof.

"**Indemnifying Party**" has the meaning set forth in Section 9.6(ii) hereof.

"**Indemnity Notice**" has the meaning set forth in Section 9.6(iii) hereof.

"**Investor**" has the meaning set forth in the preamble hereof.

"**Intellectual Property**" means any and all (i) patents, all patent rights and all applications therefor and all reissues, reexaminations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, author's rights and works of authorship (including artwork of any kind and software of all types in whatever medium, inclusive of computer programs, source code, object code and executable code, and related documentation), (iv) URLs, domain names, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications for parts and devices, quality assurance and control procedures, design tools, manuals, research data concerning historic and current research and development efforts, including the results of successful and unsuccessful designs, databases and proprietary data, (vi) proprietary processes, technology, engineering, formulae, algorithms and operational procedures, (vii) trade names, trade dress, trademarks, domain names, and service marks, and registrations and applications therefor, and (viii) the goodwill of the business symbolized or represented by the foregoing, customer lists and other proprietary information and common-law rights.

"**Key Employee**" means, with respect to any Person, the president, chief executive officer, the chief financial officer, the chief operating officer, the chief technical officer, the chief product officer, the chief marketing officer, all senior managers of the Group Companies reporting directly to any Group Company's Board of Directors, or any other employee with responsibilities similar to any of the foregoing.

"**Key Management**" means Founder 1, TANG Jian (唐健) and Lee, Yanshu (李彦枢) ..

"**Key Management Employment Agreement**" has the meaning set forth in Section 5.9 hereof.

"**Knowledge**" or " aware" means, with respect to the Warrantors, the best knowledge of the Founders, the Senior Management Team, and the president, chief executive officer, the chief financial officer, the chief operating officer, the chief technical officer, the chief sales and marketing officer (if applicable) of each Group Company, and that knowledge which should have been acquired by each such individual after making such reasonable inquiry and exercising such due diligence as a prudent business person would have made or exercised in the management of his or her business affairs, including but not limited to reasonable inquiry of officers, directors, key employees, consultants and professional advisers (including attorneys, accountants and auditors) of the Group and of its Affiliates who could reasonably be expected to have knowledge of the matters in question, and where any statement in the representations and warranties hereunder is expressed to be given or made to a Person's Knowledge, or so far as a party is aware, or is qualified in some other manner having a similar effect, the statement shall be deemed to be supplemented by the additional statement that such party has made such due inquiry and due diligence.

"**Law**" or "**Laws**" means any constitutional provision, statute, ordinance or other law, rule, regulation, official policy or interpretation of applicable Governmental Authority and any Governmental Order in the jurisdiction of incorporation of each Group Company and where they ordinarily conduct their business, including without limitation, the British Virgin Islands, Cayman Islands, Hong Kong S.A.R. and PRC.

"**Liabilities**" means, with respect to any Person, all debts, obligations, liabilities owed by such Person of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due.

"**Licensed IP**" has the meaning set forth in Section 3.20(i) hereof.

"**Lien**" means any mortgage, pledge, claim, security interest, encumbrance, title defect, lien, charge, easement, adverse claim, restrictive covenant, or other restriction or limitation of any kind whatsoever, including any restriction on the use, voting, transfer, receipt of income, or exercise of any attributes of ownership, but excluding any such restriction or limitation under the Amended and Restated Memorandum and Articles.

"**Management Accounts**" has the meaning set forth in Section 3.11 hereof.

"**Material Adverse Effect**" means any (i) event, occurrence, fact, condition, change or development (each, an "**Effect**") that has had, has, or could reasonably be expected to have, a material adverse effect on the business, properties, assets, employees, operations, results of operations, condition (financial or otherwise), assets or liabilities of the Group taken as a whole, (ii) material impairment of the ability of any Group Company or Founder to perform the material obligations of such Person hereunder or under any other Transaction Document, as applicable and resulting in a material adverse effect to the Group, or (iii) material impairment of the validity or enforceability of this Agreement or any Transaction Document against any Group Company or Founder and resulting in a material adverse effect to the Group; provided, however, that, in the case of clause (i) above, no Effect shall constitute a Material Adverse Effect to the extent that such Effect arises out of or results from (a) changes after the date hereof in general economic or business conditions anywhere in the world, (b) changes after the date hereof in the credit, debt, financial or capital markets or changes in interest or exchange rates, in each case, anywhere in the world, (c) changes after the date hereof in conditions generally affecting the industry in which the Group operates, (d) any outbreak of any military conflict, declared or undeclared war, armed hostilities, or acts of foreign or domestic terrorism, (e) any hurricane, flood, tornado, earthquake or other natural disaster, (f) changes after the date hereof in applicable Law or US GAAP, or (g) any action taken by any Group Company at the specific request of the Investor that any Group Company is not otherwise obligated to take pursuant to this Agreement, any of the other Transaction Documents or applicable Laws; provided, further, that any Effect arising out of or resulting from any change or event referred to in clause (a), (b), (c), (d), (e) or (f) above may constitute, and be taken into account in determining the occurrence of, a Material Adverse Effect if such change or event has a disproportionate impact on the Group Companies compared to other companies that operate in the industries in which the Group Companies operate.

"**Material Contracts**" has the meaning set forth in Section 3.15(i) hereof.

"**Non-Compete Agreement**" has the meaning set forth in Section 5.8 hereof.

"**Ordinary Shares**" means the Company's ordinary shares, par value US$0.001 per share.

"**Parties**" has the meaning set forth in the preamble hereof.

"**Permits**" has the meaning set forth in Section 3.17(iv) hereof.

"**Permitted Liens**" means (i) Liens for Taxes not yet delinquent or the validity of which are being contested and (ii) Liens incurred in the ordinary course of business, which (a) do not individually or in the aggregate materially detract from the value, use, or transferability of the assets that are subject to such Liens and (b) were not incurred in connection with the borrowing of money.

"**Person**" means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

"**PFIC**" means a passive foreign investment company as defined in the Code.

"**PRC**" means the People's Republic of China, but solely for the purposes of this Agreement and the other Transaction Documents, excluding the Hong Kong S.A.R., the Macau Special Administrative Region and the islands of Taiwan.

"**Preference Shares**" means collectively, the Series A Preference Shares, Series B Preference Shares, Series C Preference Shares, Series D Preference Shares and Series E Preference Shares.

"**Prohibited Person**" means any Person that is (i) a national or resident of any U.S. embargoed or restricted country, (ii) included on, or Affiliated with any Person on, the United States Commerce Department's Denied Parties List, Entities and Unverified Lists; the U.S. Department of Treasury's Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, or the Annex to Executive Order No. 13224; the Department of State's Debarred List; UN Sanctions, (iii) a member of any PRC military organization, or (iv) a Person with whom business transactions, including exports and re-exports, are restricted by a U.S. Governmental Authority, including, in each clause above, any updates or revisions to the foregoing and any newly published rules.

"**Public Official**" means any employee of a Governmental Authority, an active member of a political party engaged in political or governmental activities, a political candidate, officer of a public international organization, or officer or employee of a state-owned enterprise, including a PRC state- owned enterprise.

"**Purchased Shares**" has the meaning set forth in Section 2.1 hereof.

"**PwC**" means PricewaterhouseCoopers, LLP.

"**Qualified Affiliate**" has the meaning set forth in Section 9.2 hereof.

"**Qualified Auditor**" means any of Deloitte Touche Tohmatsu Limited, PwC, Ernst & Young or KPMG.

"**Real Property**" has the meaning set forth in Section 3.11 hereof.

"**Related Party**" has the meaning set forth in Section 3.19 hereof.

"**Related Party Contract**" has the meaning set forth in Section 3.19 hereof.

"**Representatives**" has the meaning set forth in Section 3.16(iv) hereof.

"**SAIC**" means, the State Administration of Industry and Commerce of the PRC.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended.

"**Senior Management Team**" means collectively, the individuals set forth in Schedule B-2 attached hereto.

"**Series A Preference Shares**" means the Series A redeemable convertible preferred shares of the Company, par value US$0.001 per share, with the rights and privileges as set forth in the Amended and Restated Memorandum and Articles.

"**Series B Preference Shares**" means the Series B redeemable convertible preferred shares of the Company, par value US$0.001 per share, with the rights and privileges as set forth in the Amended and Restated Memorandum and Articles.

"**Series C Preference Shares**" means the Series C redeemable convertible preferred shares of the Company, par value US$0.001 per share, with the rights and privileges as set forth in the Amended and Restated Memorandum and Articles.

"**Series D Preference Shares**" means the Series D redeemable convertible preferred shares of the Company, par value US$0.001 per share, with the rights and privileges as set forth in the Amended and Restated Memorandum and Articles.

"**Series E Preference Shares**" means the Series E redeemable convertible preferred shares of the Company, par value US$0.001 per share, with the rights and privileges as set forth in the Amended and Restated Memorandum and Articles.

"**Series E Share Price**" has the meaning set forth in Section 2.1 hereof.

"**Shanghai OptAim**" means Zhiyunzhong (Shanghai) Technology Limited (指匀众（上海）科技 有限公司), a company incorporated and existing under the Laws of the PRC.

"**Shares**" means the Series A Preference Shares, the Series B Preference Shares, the Series C Preference Shares, the Series D Preference Shares, the Series E Preference Shares and the Ordinary Shares.

"**Social Insurance**" has the meaning set forth in Section 3.21(ii) hereof.

"**SPD Silicon**" means SPD Silicon Valley Bank.

"**Statement Date**" means September 30, 2016.

"**Subscription Price**" has the meaning set forth in Section 2.1 hereof.

"**Subsidiary**" means, with respect to any specified Person, any Person of which the specified Person, directly or indirectly, owns or Controls more than fifty percent (50%) of the issued and outstanding authorized capital, share capital, voting interests or registered capital.

"**Tax**" means any national, provincial or local income, sales and use, excise, franchise, real and personal property, gross receipt, capital stock, value-added, production, business and occupation, disability, employment, payroll, severance or withholding tax or any other type of tax, levy, assessment, custom duty or charge imposed by any Governmental Authority, any interest and penalties (civil or criminal) related thereto or to the late filing, late payment, or nonpayment thereof, and any loss or tax Liability incurred in connection with the determination, settlement or litigation of any Liability arising therefrom.

"**Tax Return**" means any return, declaration, report, estimate, claim for refund, claim for extension, information return, or statement relating to any Tax, including any schedule or attachment thereto.

"**Third Party Claim**" has the meaning set forth in Section 9.6(iii) hereof.

"**Transaction Documents**" means this Agreement, the Deeds of Guarantee, the Amended and Restated Memorandum and Articles, the Amended and Restated Shareholders Agreement and the Amended and Restated Right of First Refusal Agreement, the schedules and exhibits attached to any of the foregoing, and each of the agreements and other documents otherwise required in connection with implementing the transactions contemplated by any of the foregoing.

"**US GAAP**" means generally accepted accounting principles in the United States.

"**Warrantors**" has the meaning set forth in Section 3 hereof.

"**OptAim WFOE**" means Zhiyunzhong (Beijing) Information Technology Limited (智云众（北 京）信息技术有限公司) , a company incorporated and existing under the Laws of the PRC.

2. Subscription and Issuance of Purchased Shares.

2.1. Subscription and Issuance of the Purchased Shares.

Subject to the terms and conditions of this Agreement, at the Closing, the Investor agrees to subscribe for and the Company agrees to issue and allot to the Investor, 1,068,114 Series E Preference Shares (the "**Purchased Shares**") at the price of US$18.72459 per share (the "**Series E Share Price**"), for the aggregate subscription price of US$20 million (the "**Subscription Price**").

2.2. Closing

(i) **Closing.** The consummation of the subscription and issuance of the Purchased Shares pursuant to Section 2.1 (the "**Closing**") shall take place remotely via the exchange of documents and signatures as soon as practicable but in no event later than fifteen (15) Business Days after all closing conditions (specified in Section 5 and Section 6 hereof) have been waived or satisfied (except for such conditions that will be satisfied at the Closing, but nonetheless subject to the satisfaction or waiver thereof at the Closing), or at such other time and place as the Company and the Investor shall mutually agree in writing, in any case no later than December 31, 2016.

(ii) **Closing Deliveries.** At the Closing, the Company shall deliver to the Investor (a) a copy of the updated register of members of the Company, certified by a director of the Company or a representative of the Company's registered office provider, reflecting the issuance to the Investor of the Purchased Shares at the Closing; (b) a copy of the share certificate duly signed by a director of the Company representing the Purchased Shares being issued and allotted to and subscribed for by the Investor at the Closing; (c) copies of the board resolutions and shareholders' resolutions of the Company certified by a director of the Company approving, *inter alia*, the execution of the Transaction Documents by the Company and the Deeds of Guarantee by each of the Guarantors as well as the transactions contemplated thereunder, changes in the authorized share capital of the Company including creation of the Series E Preference Shares and the adoption of the Amended and Restated Memorandum and Articles; and (d) copies of the duly adopted Amended and Restated Memorandum and Articles certified by a director of the Company. Within five (5) days after the Closing, the Company shall deliver the original share certificate to the Investor representing the Purchased Shares being issued and allotted to and subscribed for by the Investor.

(iii) **Closing Payment.** Subject to the terms and conditions of this Agreement, at the Closing, the Investor agrees to pay the Subscription Price as follows: (a) US$10,000,000 in cash of immediately available funds by wire transfer to the bank account designated by the Company at least three (3) Business Days before the Closing; and (b) and within ten (10) Business Days after the Bridge Loan is fully repaid, US$10,000,000 in cash of immediately available funds by wire transfer to the bank account designated by the Company.

3. Representations and Warranties of the Warrantors.

Subject to such exceptions as may be specifically set forth or referred to in the Disclosure Schedule attached to this Agreement as Schedule C (the "**Disclosure Schedule**"), the Company and the Founders (collectively, the "**Warrantors**"), jointly and severally, represent and warrant to the Investor that each of the statements contained in this Section 3 is true and complete as of the date of this Agreement, and each of such statements shall be true and complete on and as of the date of the Closing, as applicable, but which may be updated prior to the Closing to reflect any changes that may have occurred between the date hereof and the Closing, with the same effect as if made on and as of the date of such Closing, as follows:

3.1. Organization, Good Standing and Qualification.

The Company is duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands. Each Group Company is duly incorporated, validly existing and in good standing (where such status is applicable) under the Laws of the jurisdiction of its incorporation. Each Group Company has all requisite legal and corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now conducted, and is duly qualified to transact business in each jurisdiction it carries on business, in which the failure to so qualify would reasonably be expected to result in a Material Adverse Effect. The Company was formed solely to acquire and hold the equity interests in its Subsidiaries set out in Schedule B-1 and since its formation has not engaged in any other business and has not incurred any Liability except in the ordinary course of business of acquiring, managing and disposing of its equity interests in each of its Subsidiaries.

3.2. Capitalization and Voting Rights.

(i) **Company.** As of the date hereof, the authorized share capital of the Company is US$50,000, divided into 38,350,000 Ordinary Shares, of which 16,500,808 Ordinary Shares are issued and outstanding, 2,500,000 Series A Preference Shares, of which 2,476,190 Series A Preference Shares are issued and outstanding, 3,000,000 Series B Preference Shares, of which 1,889,249 Series B Preference Shares are issued and outstanding, 1,650,000 Series C Preference Shares, of which 1,599,186 Series C Preference Shares are issued and outstanding and 4,500,000 Series D Preference Shares, of which 2,493,018 Series D Preference Shares are issued and outstanding. The Company has reserved (a) 2,834,910 Ordinary Shares for issuance to officers, directors, employees, consultants or service providers of the Company pursuant to the equity incentive plan of the Company (the "**ESOP**") which has been adopted by the Board of Directors and approved and ratified by the holders of equity securities of the Company (from this reserve for the ESOP, there are currently no outstanding options for the purchase of Ordinary Shares), (b) 2,476,190 Ordinary Shares for issuance upon conversion of the issued and outstanding Series A Preference Shares, (c) 1,889,249 Ordinary Shares for issuance upon conversion of the issued and outstanding Series B Preference Shares, (d) 1,599,186 Ordinary Shares for issuance upon conversion of the issued and outstanding Series C Preference Shares and (e) 2,493,018 Ordinary Shares for issuance upon conversion of the issued and outstanding Series D Preference Shares.

(a) Immediately after the Closing and following adoption of the Amended and Restated Memorandum and Articles, the authorized capital of the Company shall be US$50,000, divided into 37,150,000 Ordinary Shares, of which 18,248,975 Ordinary Shares are issued and outstanding, 2,500,000 Series A Preference Shares, of which 2,476,190 Series A Preference Shares are issued and outstanding, 3,000,000 Series B Preference Shares, of which 1,889,249 Series B Preference Shares are issued and outstanding, 1,650,000 Series C Preference Shares, of which 1,599,186 Series C Preference Shares are issued and outstanding, 4,500,000 Series D Preference Shares, of which 2,493,018 Series D Preference Shares are issued and outstanding, and 1,200,000 Series E Preference Shares, of which 1,068,114 shall be issued at Closing. As of the Closing Date, the rights, privileges and preferences of the Ordinary Shares, the Series A Preference Shares, the Series B Preference Shares, the Series C Preference Shares, the Series D Preference Shares and the Series E Preference Shares shall be as set out in the Amended and Restated Memorandum and Articles, the Amended and Restated Shareholders Agreement, and the Amended and Restated Right of First Refusal Agreement[4].

(b) Section 3.2(i) of the Disclosure Schedule sets forth as of (1) the date hereof and (2) immediately after the Closing, the fully diluted outstanding and authorized Equity Securities of the Company and the registered holders thereof.

(ii) **Group Companies**. The authorized and fully diluted outstanding Equity Securities of each other Group Company is set forth in Schedule B-1, together with an accurate list of the record and beneficial owners of such issued capital and all such issued capital is fully paid on the date hereof.

(iii) **No Other Purchased Shares**. Except as set forth in this Section 3.2, and except for (a) the conversion privileges of the Preference Shares and (b) certain rights provided in the Amended and Restated Shareholders Agreement and the Amended and Restated Right of First Refusal Agreement, there are no and at the Closing there shall not be any authorized or outstanding Equity Securities of any Group Company. No Group Company is a party or otherwise subject to any agreement (other than the Transaction Documents) that affects or relates to the voting or giving of written consents with respect to, or the right to cause the registration, redemption, or repurchase of, any Equity Security of such Group Company.

4 Note to Draft: The capitalization should reflect the share transfer to Tang Jian pursuant to the Share Transfer Agreement.

(iv) **Issuance and Status**. All presently outstanding Equity Securities of each Group Company were duly and validly issued (or subscribed for) in compliance with all applicable Laws, preemptive rights of any Person, and applicable Contracts and are fully paid and non-assessable. All issued share capital of each Group Company is and as of the Closing shall be free of any and all Liens (except for any restrictions on transfer or Lien created under the Transaction Documents). There are no (a) resolutions pending to increase the share capital of any Group Company (other than increase in Share Capital pursuant to the Transaction Documents) or cause the liquidation, winding up, or dissolution of any Group Company or (b) dividends which have accrued or been declared but are unpaid by any Group Company or (c) obligations, contingent or otherwise, of any Group Company to repurchase, redeem, or otherwise acquire any Equity Securities of such Group Company (other than pursuant to the Transaction Documents).

(v) **Vesting**. No Group Company's Contracts relating to its Equity Securities provides for acceleration of vesting (or lapse of a repurchase right) or other changes in the vesting provisions or other terms of such agreement or understanding upon the occurrence of any event or combination of events. No Group Company has ever adjusted or amended the exercise price of any share options previously awarded, whether through amendment, cancellation, replacement grant, re-pricing, or any other means.

3.3. Corporate Structure; Subsidiaries.

Section 3.3 of the Disclosure Schedule sets forth a complete structure chart showing Group Companies, and indicating the ownership and Control relationships among all Group Companies and the Founders as of the Closing. No Group Company owns or Controls, directly or indirectly, any interest or share in any other Person or is or was a participant in any joint venture, partnership or similar arrangement. No Group Company is obligated to make any investment in or capital contribution in or on behalf of any other Person. Other than as set forth in Schedule B-1, no other Persons has any direct or indirect right to participate in, or receive any payment (which, for the avoidance of doubt, shall not include any payment or distribution under a contract entered into with channel-sales partners of the Group Companies similar to the ones as listed in Section 3.3 of the Disclosure Schedule) based on, any amount relating to, the revenue, income, value or net worth of the Group Companies or any component or portion thereof, or any increase or decrease in any of the foregoing. Except for the Company, neither Founder presently owns or Controls, directly or indirectly, any interest or share in any other Person or is or was a participant in any joint venture, partnership or similar arrangement in competition with the current business of the Group, other than the holding of not more than 5% of shares in any company listed on any stock exchange that may compete with the business of the Group. In addition, each Founder is the sole legal and beneficial owner of such number of the Ordinary Shares set forth in the structure chart in Section 3.3 of the Disclosure Schedule, and such shares currently are and will at the Closing be held free of and are not subject to any Lien.

3.4. Authorization.

Each Warrantor has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All actions on the part of each Warrantor (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Transaction Documents to which it is a party, the performance of all obligations of each Warrantor thereunder, and, in the case of the Company, the authorization, issuance (or reservation for issuance), sale and allotment of the Purchased Shares, has been taken or will be taken prior to the Closing. This Agreement, and each of the Transaction Documents to which a Warrantor is a party, have been or will be duly executed and delivered by such Warrantor. This Agreement and each of the Transaction Documents are, or when executed and delivered by such Warrantor shall be, valid and legally binding obligations of such Warrantor enforceable against such Warrantor 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.

3.5. Valid Issuance of Purchased Shares.

The Purchased Shares, when issued, allotted and paid for in accordance with the terms of this Agreement for the consideration expressed herein or therein, are or will be duly and validly issued, fully paid and non-assessable (except for the Residual Amount), free from any Lien (except for any restrictions on transfer or Lien created under applicable securities Laws and under the Transaction Documents). The Conversion Shares have been reserved for issuance and, upon issuance in accordance with the terms of the Amended and Restated Memorandum and Articles, will be duly and validly issued, fully paid and non-assessable, free from any Liens (except for any restrictions on transfer or Liens created under applicable securities Laws and under the Transaction Documents). Except as otherwise disclosed in Section 3.5 of the Disclosure Schedule, the issuance of the Purchased Shares is not subject to any preemptive rights, rights of first refusal or similar rights except those which have been waived in connection with such issuance.

3.6. Governmental Consents.

No Approval with respect to or on the part of any Group Company or any Founder is required in connection with its valid execution, delivery, or performance of the transactions contemplated by this Agreement or the Transaction Documents or the offer, sale, transfer, issuance or reservation for issuance of any Purchased Shares.

3.7. Offering.

Subject in part to the accuracy of the Investor's representations set forth in Section 4 of this Agreement, the offer and issuance of the Purchased Shares, as contemplated by the Transaction Documents, are exempt from the qualification, registration and prospectus delivery requirements of the Securities Act and any applicable securities Laws.

3.8. Certain Regulatory Matters.

(i) The Group Companies have obtained any and all necessary Approvals from applicable Governmental Authorities and have fulfilled all fillings and registration requirements with applicable Governmental Authorities necessary in respect of each Founder and his investment in the Group Companies, and in respect of the Group Companies, and their operations, respectively. All filings and registrations with applicable Governmental Authorities required in respect of the Group Companies and the Founders have been duly completed in accordance with applicable Law. No Founder or Group Company has received any letter or notice from any applicable Governmental Authorities notifying it/him of the revocation of any Approval issued to it or the need for compliance or remedial actions in respect of the activities carried out directly or indirectly by any Founder or Group Company. Each Group Company has been conducting its business activities within the permitted scope of business or is otherwise operating its businesses in material compliance with all relevant Laws and Governmental Orders. No Founder or Group Company has reason to believe that any authorization of any Governmental Authority, license or permit requisite for the conduct of any part of its business which is subject to periodic renewal will not be granted or renewed by the relevant Governmental Authorities.

(ii) Except as set forth in Section 3.8 of the Disclosure Schedule, no legal and/or beneficial owner of any Group Company is a PRC citizen or a PRC resident, who shall be subject to any filing or registration requirements under the foreign exchange rules and regulations of the PRC.

3.9. Tax Matters.

(i) Each Group Company (a) has duly filed all Tax Returns that are required to have been filed by it with any Governmental Authority, (b) has duly paid all Taxes owed by it which are due and payable (whether or not shown on any Tax Return) and withheld and remitted to the appropriate Governmental Authority all Taxes which it is obligated to withhold and remit from amounts owing to any employee, creditor, customer or third party (if any), (c) has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency other than, in the case of clauses (a) and (b), unpaid Taxes that are in contest with Tax authorities by Group Company in good faith or nonmaterial in amount, (d) is not subject to any Tax related penalty imposed by any Governmental Authority, and (e) is in substantial compliance with Circular 698 and Announcement 7.

(ii) The Group Companies are required to file Tax Returns in Hong Kong, Singapore and the PRC only and each Tax Return referred to in paragraph (i) above has been properly prepared in compliance with the applicable Hong Kong, Singapore and PRC Laws and is true, correct and complete in all material respects. None of such Tax Returns contains a statement that is false or misleading or omits any matter that is required to be included or without which the statement would be false or misleading. No reporting position was taken on any such Tax Return which has not been disclosed to the appropriate Tax authority or in such Tax Return, as may be required by Law. All records relating to such Tax Returns or to the preparation thereof required by applicable Law to be maintained by applicable Group Company have been duly maintained. No written claim has been made by a Government Authority in a jurisdiction where the Group does not file Tax Returns and that any Group Company is or may be subject to taxation by that jurisdiction.

(iii) The assessment of any additional Taxes with respect to the applicable Group Company for periods for which Tax Returns have been filed is not expected to materially exceed the recorded Liability therefor in the most recent balance sheet in the Financial Statements (as defined below), and to the Knowledge of the Warrantors, there are no unresolved claims concerning any Tax Liability of any Group Company. Since the Statement Date, no Group Company has incurred any material liability for Taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice. There is no pending dispute with, or notice from, any Tax authority relating to any of the Tax Returns filed by any Group Company, and to the Knowledge of the applicable Group Company and each of the Warrantors, there is no proposed Liability for a deficiency in any Tax to be imposed upon the properties or assets of any Group Company.

(iv) No Group Company has been the subject of any examination or investigation by any Tax authority relating to the conduct of its business or the payment or withholding of Taxes that has not been resolved or is currently the subject of any examination or investigation by any Tax authority relating to the conduct of its business or the payment or withholding of Taxes. No Group Company is responsible for the Taxes of any other Person by reason of contract, successor liability or otherwise.

(v) No Group Company is or has ever been a PFIC or CFC. No Group Company anticipates that it will become a PFIC or CFC for the current taxable year or any future taxable year.

(vi) No Group Company is or has ever been a US real property holding corporation.

3.10. Charter Documents; Books and Records.

The Charter Documents of each Group Company are in the form provided to the Investor. Each Group Company has made available to the Investor or its counsel a copy of its minute books. Such copy is true, correct and complete, and contains all amendments and all minutes of meetings and actions taken by its shareholders and directors since the time of formation through the date hereof and reflects all transactions referred to in such minutes accurately in all material respects. Each Group Company maintains its books of accounts and records in the usual, regular and ordinary manner, on a basis consistent with prior practice, and which permits its Financial Statements (as defined below) to be prepared in accordance with US GAAP.

3.11. Financial Statements.

Section 3.11 of the Disclosure Schedule sets forth the drafted audited consolidated balance sheet and statements of operations and cash flows for the Group as of and, where applicable, for each of the twelve-month periods ending December 31, 2013 and December 31, 2014 (collectively, the financial statements referred to above, the "**Audited Financial Statements**") and unaudited management accounts as of and for the twelve-month period ending December 31, 2015 and the nine (9)-month period ending on September 30, 2016 (the "**Management Accounts**" and, together with the Audited Financial Statements, the "**Financial Statements**"). The Audited Financial Statements (i) have been prepared in accordance with the books and records of each Group Company and (ii) fairly present in all material respects the consolidated financial condition and position of the Group as of the dates indicated therein and the consolidated results of operations and cash flows of the Group for the periods indicated therein. The Management Accounts have been prepared in accordance with the books and records of the Group Companies and are fair and do not materially misstate the profits or losses of the Group for the financial period to which they relate. All of the accounts receivable owing to any of the Group Companies, including without limitation all accounts receivable set forth on the Financial Statements, constitute valid and enforceable claims and are good and collectible in the ordinary course of business in all material respects, net of any reserves shown on the Financial Statements (which reserves are adequate and were calculated on a basis consistent with US GAAP), and no further goods or services are required to be provided in order to complete the sales and to entitle the applicable Group Company to collect in full. There is no material contingent or asserted claims, refusals to pay, or other rights of set-off with respect to any accounts receivable of the Group Companies to the Knowledge of the Warrantors.

3.12. Changes.

Since the Statement Date, the Group has operated its business in the ordinary course consistent with its past practice, there has not been any Material Adverse Effect or any material change in the way the Group conducts its business, no Group Company has entered into any transaction outside of the ordinary course of business consistent with its past practice, and there has not been any Material Adverse Effect with respect to any Group Company by or with respect to:

(i) any purchase, acquisition, sale, lease, disposal of or other transfer of any assets that are individually or in the aggregate material to its business, whether tangible or intangible, other than the purchase or sale of inventory in the ordinary course of business consistent with its past practice, and no acquisition (by merger, consolidation or other combination, or acquisition of stock or assets, or otherwise) of any business or other Person or division thereof;

(ii) any waiver, termination, settlement or compromise of a valuable right or of a debt;

(iii) any incurrence, creation, assumption, repayment, satisfaction, or discharge of (1) any material Lien (other than Permitted Liens) or (2) any indebtedness or guarantee, or the making of any loan or advance (other than reasonable and normal advances to employees for bona fide expenses that are incurred in the ordinary course of business consistent with its past practice), or the making of any investment or capital contribution other than to a Group Company;

(iv) any amendment to any Material Contract, any entering of any new Material Contract, or any termination of any Contract (other than by expiration of its term) that would have been a Material Contract if in effect on the date hereof, or any amendment to any Charter Document, or any amendment to or waiver under any Charter Document other than as disclosed to the Investor in writing prior to Closing;

(v) any change in any compensation arrangement or agreement with any Key Employee of any Group Company, except for such changes required pursuant to the terms of plans or agreements in effect on the date of the Management Accounts and disclosed in writing to the Investor, or adoption of any new Group Benefit Plan, or made any material change in any existing Group Benefit Plan;

(vi) any declaration, setting aside or payment or other distribution in respect of any Equity Securities, or any direct or indirect redemption, purchase or other acquisition of any Equity Securities;

(vii) any damage, destruction or loss, whether or not covered by insurance, adversely affecting the assets, properties, financial condition, operation or business of any Group Company;

(viii) any material change in accounting methods or practices or any revaluation of any of its assets;

(ix) except in the ordinary course of business consistent with its past practice, entry into any closing agreement in respect of material Taxes, settlement of any claim or assessment in respect of any material Taxes, or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of any material Taxes, entry or change of any material Tax election, change of any method of accounting resulting in a material amount of additional Tax or filing of any material amended Tax Return;

(x) any commencement or settlement of any material Action; or

(xi) any agreement or commitment to do any of the things described in this Section 3.12.

3.13. Actions and Governmental Orders.

There is no Action pending or currently threatened against any Group Company or any Founder, or, to the Knowledge of any Warrantor, any of the officers or directors of any Group Company with respect to their businesses or proposed business activities, nor is any Warrantor aware of any basis for any of the foregoing, including with respect to any Action involving the prior employment of any of employees of any Group Company, their use in connection with such Group Company's business of any information or techniques allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers. There is no Governmental Order in effect and binding on any Group Company, any Founder or their respective assets or properties. There is no Action by any Group Company or any Founder pending or which such Person intends to initiate against any third party. No Government Authority has at any time materially challenged or questioned in writing the legal right of any Group Company to conduct its business as presently being conducted or proposed to be conducted. No Group Company has received any opinion or memorandum or advice from legal counsel to the effect that it is exposed, from a legal standpoint, to any liability or disadvantage which may be material to its business.

3.14. Liabilities

No Group Company has any Liabilities except for (i) liabilities set forth in the Financial Statements that have not been satisfied since the Statement Date, and (ii) current liabilities incurred since the Statement Date in the ordinary course of the Group's business consistent with its past practices and which do not exceed US$1,500,000 in aggregate.

3.15. Commitments.

(i) Section 3.15(i) of the Disclosure Schedule contains a complete and accurate list of each Contract to which a Group Company is bound that (a) involves obligations (contingent or otherwise) of, or payments in excess of, US$1,000,000 individually or in the aggregate per annum or that has terms in excess of one (1) year, (b) involves Intellectual Property that is material to a Group Company (other than generally-available "off-the-shelf" shrink-wrap software licenses obtained by the Group on non-exclusive and non-negotiated terms), (c) restricts the ability of a Group Company to compete or to conduct or engage in any business or activity or in any territory, (d) relates to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any Equity Securities, (e) involves any provisions providing exclusivity, "change in control", "most favored nations", rights of first refusal or first negotiation or similar rights, or grants a power of attorney, agency or similar authority, (f) is with an employee, consultant, officer, director, shareholder or Affiliate, (g) involves indebtedness, an extension of credit, a guaranty or assumption of any obligation, or the grant of a Lien, (g) involves the lease, license, sale, use, disposition or acquisition of a material amount of assets or of a business, (h) involves the waiver, compromise, or settlement of any material dispute, claim, litigation or arbitration, (i) involves the ownership or lease of, title to, use of, or any leasehold or other interest in, any real or personal property (except for personal property leases involving payments of less than US$250,000 per annum), (j) involves the establishment, contribution to, or operation of a partnership, joint venture, franchise or involving a sharing of profits or losses, or any investment in, loan to or acquisition or sale of the securities, equity interests or assets of any Person, (k) is with any Person listed in Section 3.21(i) of the Disclosure Schedule, (l) is with a Governmental Authority or state-owned enterprise, or (m) is otherwise material to a Group Company (collectively, the "**Material Contracts**").

(ii) A true, fully-executed copy of all Material Contracts have been made available to the Investor. Each Material Contract is a valid and binding agreement of the Group Company that is a party thereto, the performance of which does not and will not violate any applicable Law or Governmental Order, and is in full force and effect, and such Group Company has duly performed all of its obligations under each Material Contract to the extent that such obligations to perform have accrued, and no breach or default, alleged breach or alleged default, or event which would (with the passage of time, notice or both) constitute a breach or default thereunder by such Group Company or, to the Knowledge of the Warrantors, any other party or obligor with respect thereto, has occurred, or as a result of the execution, delivery, and performance of the Transaction Documents will occur. No Group Company has given notice (whether or not written) that it intends to terminate a Material Contract or that any other party thereto has breached, violated or defaulted under any Material Contract. No Group Company has received any written notice that it has breached, violated or defaulted under any Material Contract or that any other party thereto intends to terminate such Material Contract.

3.16. Compliance with Laws and Governmental Orders.

(i) Each Group Company has been and is in material compliance with all Laws and all Governmental Orders that are applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets or properties.

(ii) No event has occurred and no circumstance exists that (with or without notice or lapse of time) (a) may constitute or result in a violation by any Group Company of, or a failure on the part of such Group Company to comply with, any Law or Governmental Order, violation of which or failure to comply with which would be expected to produce a Material Adverse Effect on the Group; or (b) may give rise to any obligation on the part of a Group Company to undertake or to bear all or any portion of the cost of, any remedial action of any nature that could be expected to produce a Material Adverse Effect on the Group.

(iii) No Group Company has received any notice from any Governmental Authority regarding (a) any actual, alleged, possible or potential violation of, or failure to comply with, any Law or Governmental Order or (b) any actual, alleged, possible or potential obligation on the part of such Group Company or to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. To the Knowledge of the Warrantors, no Group Company is under investigation with respect to a violation of any Law or Governmental Order.

(iv) In connection with the Group Companies, each of its directors, officers, and employees, and, to the Knowledge of the Warrantors, agents and other persons authorized to act on its behalf and the Founders (collectively, "**Representatives**"), are in compliance with and have been in material compliance with all applicable anti-bribery, anti-corruption, anti-money laundering, recordkeeping and internal controls Laws (collectively, the "**Compliance Laws**"). Without limiting the foregoing, in connection with the Group Companies, none of any Group Company, its directors, officers or employees, or, to the Company's Knowledge, any other Representative has, directly or indirectly, offered, authorized, promised, condoned, participated in, or received notice of any allegation of the following that would give rise to any Material Adverse Effect with respect to any Group Company:

(a) the making of any gift or payment of anything of value to any Public Official by any Person to obtain any improper advantage, affect or influence any act or decision of any such Public Official, or assist any Group Company in obtaining or retaining business for, or with, or directing business to, any Person.

(b) the taking of any action by any Person which (i) would violate the Foreign Corrupt Practices Act of the United States of America ("**FCPA**"), as amended, if taken by an entity subject to the FCPA or (ii) could reasonably be expected to constitute a violation of any applicable Compliance Law, or

(c) the making of any false or fictitious entries in the books or records of any Group Company by any Person.

(v) To the Company's Knowledge, except as set forth in Section 3.16(v) of the Disclosure Schedule (the "**Company Officials**"), none of the current or former Representatives of any Group Company are or were Public Officials. No Company Official has been involved on behalf of a Government Authority in decisions as to whether any Group Company would be awarded business or that otherwise could benefit any Group Company, or in the appointment, promotion, or compensation of persons who will make such decisions. No such Company Officials will use their government positions to influence acts or decisions of a government for the benefit of any Group Company or the Investor. Such Company Officials will not meet or communicate with Public Officials on behalf of any Group Company or the Investor prior to the completion of the transactions contemplated hereby without advising the Company in writing in advance of such meeting or communication, and the Company will promptly provide such writing to the Investor.

(vi) No Group Company or Representative is a Prohibited Person, and no Prohibited Person will be given an offer to become an employee, officer, consultant or director of any Group Company. No Group Company has conducted or agreed to conduct any business, or entered into or agreed to enter into any transaction with a Prohibited Person.

(vii) The business of each Group Company as now conducted and proposed to be conducted (including any business proposed to be conducted by entities that are not currently existing as of the Closing) are in compliance with all Laws and regulations that may be applicable, including without limitation all Laws of the PRC with respect to mergers, acquisitions, foreign investment and foreign exchange transactions.

(viii) None of the Founders or any member of the Senior Management Team, or to the Knowledge of the Warrantors, any other Key Employee, has been subject to any indictment, convicted in any criminal case, subject to government investigation for bribery or found by a court of providing misleading information in any matter.

3.17. Title; Properties; Permits.

(i) **Title**. The Group Companies have good and valid title to, or a valid leasehold interest in, all of their assets, whether real, personal or mixed, purported to be owned by them (including but not limited to all such assets reflected in the Financial Statements), free and clear of any Liens, other than Permitted Liens. The foregoing assets collectively represent in all material respects all assets, rights and properties necessary for the conduct of the business of the Group in the manner conducted during the periods covered by the Financial Statements. Except for leased items, no Person other than a Group Company owns any interest in any such assets. All leases of real or personal property to which a Group Company is a party are fully effective and afford the Group Company valid leasehold possession of the real or personal property that is the subject of the lease.

(ii) **Real Property**. No Group Company owns any real property or has any easements, licenses, rights of way, or other interests in or to real property, except for the leasehold interests to real property listed on Section 3.17(ii) of the Disclosure Schedule ("**Real Property**"). All such leasehold properties are held under valid, binding and enforceable leases of a Group Company while such leasehold properties are used by the Group Companies in material compliance with the applicable Laws. To the Knowledge of the Warrantors, all structures, improvements and appurtenances on the Real Property lie wholly within the boundaries of such Real Property and do not encroach upon the property of, or otherwise conflict with the property rights of, any adjoining property owner. To the Knowledge of the Warrantors, all structures and improvements on the Real Properties, and appurtenances thereto, and the roof, walls and other structural components which are part thereof, and the heating, air conditioning, plumbing and other mechanical facilities thereof, are in good condition and repair in all material respects (reasonable wear and tear excepted) and without structural defects. There are no facilities, services, assets or properties shared with any other Person which is not a Group Company, which are used in connection with the business of the Group.

(iii) **Personal Property**. All machinery, vehicles, equipment and other tangible personal property owned or leased by a Group Company are (a) in good condition and repair in all material respects (reasonable wear and tear excepted) and (b) not obsolete or in need in any material respect of renewal or replacement, except for renewal or replacement in the ordinary course of business.

(iv) **Permits**. Each Group Company has all material franchises, authorizations, approvals, permits, certificates and licenses, including without limitation any special approval or permits required under the Laws of the PRC ("**Permits**") necessary for its respective business and operations as now conducted or planned to be conducted. Section 3.17(iv)(A) of the Disclosure Schedule is a complete list of such Permits, together with the name of the entity issuing each such Permit. Except as specifically noted thereon, (a) each such Permit is valid and in full force and effect, (b) no Group Company is in default or violation of any such Permit, (c) no Group Company has received any written notice from any Governmental Authority regarding any actual or possible default or violation of any such Permit, (d) each such Permit will remain in full force and effect upon the consummation of the transactions contemplated hereby, and (e) to the Knowledge of the Warrantors, no suspension, cancellation or termination of any such Permits is threatened or imminent.

3.18. Compliance with Other Instruments.

No Group Company is in violation, breach or default of its Charter Documents. The execution, delivery and performance by each Group Company and each Founder of and compliance by each with each of the Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, will not result in (i) any such violation, breach or default, or be in conflict with or constitute, with or without the passage of time or the giving of notice or both, a default under (a) the Charter Documents of any Group Company, (b) any Material Contract, or (c) any applicable Law, (ii) the creation or imposition of any material Lien upon, or with respect to, any of the properties, assets or rights of any Group Company, or (iii) any termination, modification, cancellation, or suspension of any material right of, or any augmentation or acceleration of any material obligation of, any Group Company.

3.19. Related Party Transactions.

Except for any employment-related Contract with an officer, director or employee of any Group Company and any related grant agreement for ESOPs, no officer, director or employee of any Group Company or any "affiliate" or "associate" (as those terms are defined in Rule 405 promulgated under the Securities Act) of any of them (each of the foregoing, a "**Related Party**"), has any Contract with any Group Company (each, a "**Related Party Contract**") nor is there currently any proposed Related Party Contract, other than for normal sharing of facilities and office premises. To the Warrantors' Knowledge, each Related Party Contract is on terms and conditions as favorable to the applicable Group Company as would have been obtainable by it at the time in a comparable arm's-length transaction with an unrelated party. [Except otherwise disclosed in the Disclosure Schedule,] to the Warrantor's Knowledge, no Related Party has any direct or indirect ownership interest in any Person (other than a Group Company) with which a Group Company is affiliated or with which a Group Company has a business relationship, or any Person (other than a Group Company) that competes with any Group Company (except that a Related Party may have a passive investment of less than 3% of the stock of any publicly traded company that engages in the foregoing). To the Warrantor's Knowledge, no Related Party has any interest, either directly or indirectly, in (i) any Person which purchases from or sells, licenses or furnishes to a Group Company any goods, property, intellectual or other property rights or services or (ii) any Contract to which a Group Company is a party or by which it may be bound or affected. None of the Group Companies is indebted, directly or indirectly, to any Related Party, in any amount whatsoever other than in connection with expenses or advances of expenses incurred in the ordinary course of business or relocation expenses of employees of such Group Company or the expenses incurred from normal sharing of facilities and office premises.

3.20. Intellectual Property Rights.

(i) **Company Intellectual Property**. The Group owns, has the sufficient rights (including but not limited to the rights of development, maintenance, licensing and sale) to, or otherwise has the licenses to use all Intellectual Property (the "**Company Intellectual Property**") (including Company Owned IP and Licensed IP, each as defined below) necessary and sufficient to conduct its business as currently conducted by the Group without any conflict with or infringement of the rights of any other Person. Section 3.20(i)(A) of the Disclosure Schedule sets forth a complete list of all patents, trademarks, service marks, trade names, domain names and copyrights or other forms of Intellectual Property (the "**Company Registered IP**") for which registrations have been obtained throughout the world (and all applications for, or extensions or reissues of, any of the foregoing throughout the world) that are owned by, or registered or applied for in the name of, any Group Company. Section 3.20(i)(B) of the Disclosure Schedule sets forth a complete list of all Intellectual Property owned by any Group Company but not covered under Company Registered IP, (together with the Company Registered IP, the "**Company Owned IP**"), other than know-how, trade secrets or other confidential information of the Company. For the avoidance of doubts, any disclosed or undisclosed know-how, trade secrets or other confidential information of the Company shall be considered as the Company Owned IP. Section 3.20(i)(C) of the Disclosure Schedule sets forth a complete list of all Contracts granting to any Group Company a licence to use any Intellectual Property used by all Group Companies (the "**Licensed IP**").

(ii) **IP Ownership**. All of the Company Registered IP are owned by, registered or applied for solely in the name of a Group Company, are valid and subsisting and have not been abandoned, and all necessary registration, maintenance and renewal fees with respect thereto and currently due have been satisfied. To the Knowledge of the Warrantors, all other material Company Intellectual Property (other than the Company Registered IP) are owned by, registered or applied for (as applicable) solely in the name of the Group Company, and in all material aspect, are valid and subsisting and have not been abandoned, and all necessary registration, maintenance and renewal fees with respect thereto and currently due have been satisfied. Neither the Group Company, nor any of its employees, officers or directors has taken any actions or failed to take any actions that would cause any of Company Owned IP to be invalid, unenforceable or not subsisting. No funding or facilities of a Governmental Authority or an university, college, other educational institution or research center was used in the development of any Company Owned IP. No Company Owned IP is the subject of any security interest, Lien, license or other Contract granting rights therein to any other Person. Unless otherwise provided in Section 3.20(ii) of the Disclosure Schedule, no Group Company has (i) transferred or assigned, (ii) granted a license to, or (iii) provided to any Person any Company Owned IP material to its business as now conducted and as proposed to be conducted, to any Person. No Group Company is or has been a member or promoter of, or contributor to, any industry standards bodies, patent pooling organizations or similar organizations that could require or obligate a Group Company to grant or offer to any Person any license or right to any Company Owned IP. No Company Owned IP is subject to any proceeding or outstanding Government Order or settlement agreement or stipulation that restricts in any manner the use, transfer or licensing thereof, or any Group Company's products or services, by the Company or may affect the validity, use or enforceability of such Company Owned IP.

(iii) **Infringement, Misappropriation and Claims**. No Group Company has violated, infringed or misappropriated in any material respect any Intellectual Property of any other Person, nor has any Group Company received any written notice alleging any of the foregoing. To the Knowledge of the Warrantors, no Person has violated, infringed or misappropriated any material Company Intellectual Property of any Group Company, and no Group Company has given any written notice to any other Person alleging any of the foregoing. No Group Company has agreed to indemnify any Person for any infringement, violation or misappropriation of any Intellectual Property.

(iv) **Assignments and Prior IP**. To the Knowledge of the Warrantors, it will not be necessary to utilize any inventions, trade secrets or proprietary information or other Intellectual Property of any of its employees or of any other Person (whether a former employee of a Group Company or otherwise), except for inventions, trade secrets or proprietary information or other Intellectual Property that have been properly assigned to and are exclusively owned by a Group Company. To the Knowledge of the Warrantors, they are not aware that any of the Key Employees, employees or consultants, currently or previously employed or otherwise engaged by any Group Company, is in violation of any current or prior confidentiality, non-competition or non-solicitation obligations to any Group Company or to any other Persons, including former employers. None of the Key Employees of any Group Company is obligated under any Contract, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of his or her best efforts to promote the interests of the Group or that would conflict with the business of the Group as presently conducted.

(v) **Protection of IP**. Where the Company is the owner of intellectual property rights in the Company Intellectual Property, or, where it is necessary and is required under contractual obligations, or, where the Company is required to register an interest as owner or licensee under applicable Laws and Contracts, the Group has taken any and all reasonable and appropriate steps to, register, protect, maintain and safeguard Company Intellectual Property and has executed appropriate nondisclosure and confidentiality agreements, where necessary and appropriate, each Group Company has taken all reasonable and appropriate steps to register its Company Owned IP, and where applicable, each Group Company has made all appropriate filings, registrations and payments of fees in connection with the foregoing. Without limiting the foregoing, all current and former officers, employees, consultants and independent contractors of the Group and all suppliers, customers, distributors, and other third parties having access to any trade secret or proprietary information of any Group Company, its customers or business partners have executed and delivered to such Group Company an agreement requiring the protection of such trade secret or proprietary information.

3.21. Labor and Employment Matters.

(i) **Employees**. Section 3.21(i) of the Disclosure Schedule enumerates each Key Employee of each Group Company, along with each such individual's title and current compensation rate. Except as set forth in Section 3.21 of the Disclosure Schedule, each such individual is currently devoting all of his or her business time to the conduct of the business of the Group. No such individual (and no group of employees) has given any notice of intent to resign, and no Group Company has any intention of terminating the employment of any such individual or any group of employees. To the Knowledge of the Warrantors, no Key Employee of any Group Company is obligated under, or in material violation of any term of, any Contract or any Governmental Order relating to the right of any such individual to be employed by, or to contract with, such Group Company. No Group Company has received any notice alleging that any such violation has occurred. No Group Company is a party to any collective bargaining agreements or other Contract with any union or guild, and there are no labor unions, works council or other organizations representing any employee of any Group Company. No employee of the Group Companies is owed any back wages or other compensation for services rendered (except for the current pay period or as otherwise set forth on the Financial Statements).

(ii) **Actions; Compliance**. There is no, and there has not been in the last three (3) years, any Action relating to the violation or alleged violation of any Law by any Group Company pertaining to labor relations or employment matters, including any charge or complaint filed by an employee with any Governmental Authority or any Group Company. Each Group Company has complied in all material respects with all applicable Laws relating to employment, wages, hours, overtime, working conditions, benefits, retirement, termination, Taxes, and health and safety. Each Group Company is in compliance with each Law relating to its provision of any form of mandatory social insurance and housing fund (the "**Social Insurance**"), and has paid, or made provision for the payment of, all Social Insurance contributions required under applicable Law. There has not been, and there is not now pending or, to the Knowledge of the Warrantors, threatened, any strike, union organization activity, lockout, slowdown, picketing, or work stoppage with respect to the employees of any Group Company or any unfair labor practice charge against any Group Company. There is no pending internal investigation related to any employee or consultant of any Group Company.

3.22. Employee Benefits.

(i) Except as disclosed in Section 3.22 of the Disclosure Schedule, neither Company or any of its Group Company has currently or previously adopted or maintained any incentive plan under which any Group Company has any Liability or under any employee or former employee of any Group Company has any present or future right to benefits (collectively, the "**Group Benefit Plan**"). There are no pending investigations by any governmental authority involving any Group Benefit Plan and no threatened or pending claims against any Group Benefit Plan (except for claims for benefits payable in the normal operation of any Group Benefit Plan). All contributions to, and payments from, each Group Benefit Plan have been timely made. Each Group Company maintains, and has fully funded, any pension plan and any other labor-related plans that it is required by Law or by Contract to maintain.

(ii) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement or any other Transaction Document will (i) entitle any current or former employee or director of any Group Company to severance pay, or any payment contingent upon a change in control of any Group Company, (ii) increase or enhance any benefits payable under any Benefit Plan, or (iii) accelerate the time of payment or vesting, or increase the amount of any compensation due to any employee or former employee.

3.23. Suppliers.

Section 3.23 of the Disclosure Schedule is a correct list of each of the top ten (10) suppliers (with related or affiliated Persons aggregated for purposes hereof) to the Group as well as any material sole-source suppliers to the Group, in each case for the nine (9)-month period ended September 30, 2016, together with the aggregate amount of the purchases made from each such supplier during such periods. The Warrantors have no reason to believe that, any such supplier is unable, in all material respects, to provide sufficient and timely supplies of goods and services in order to meet the requirements of the Group's business consistent with prior practice. No Group Company has experienced or been notified of any material shortage in goods or services provided by its suppliers and has no reason to believe that any Person listed on Section 3.23 of the Disclosure Schedule would not continue to provide to, or that it would otherwise materially alter its business relationship with, the Group at any time after the Closing on terms substantially similar to those in effect on the date hereof. There is not currently any dispute pending between the Group and any Person listed on Section 3.23 of the Disclosure Schedule.

3.24. No Brokers.

Neither the Founder nor any Group Company has any Contract with any broker, finder or similar agent with respect to the transactions contemplated by this Agreement or by any of the Transaction Documents, and none of them has incurred any Liability for any brokerage fees, agents' fees, commissions or finders' fees in connection with any of the Transaction Documents or the consummation of the transactions contemplated therein.

3.25. Disclosure.

The Company has provided the Investor and its professional advisors, with all the information regarding the Group Companies, that is reasonably sufficient for deciding whether to purchase the Purchased Shares including certain of the Group's projections describing its proposed business plan, which was prepared in good faith. No representation or warranty of the Warrantors contained in this Agreement or any certificate furnished or to be furnished to the Investor at the Closing under this Agreement, when taken as a whole, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. Except as set forth in this Agreement or the Disclosure Schedule, to the Knowledge of the Warrantors, there is no fact that the Company has not disclosed to the Investor and of which any of the Warrantors has Knowledge and that has had or would reasonably be expected to have a Material Adverse Effect upon the financial condition, operating results, assets, customer or supplier relations, employee relations of any Group Company.

4. Representations and Warranties of the Investor.

The Investor hereby represents and warrants to the Company that:

4.1. Authorization.

The Investor is duly registered organized, validly existing and in good standing under the Law of its place of incorporation and has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All action on the part of such Investor (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Transaction Documents (including its financial obligation to pay the Subscription Price at the Closing in accordance with Section 2.2(iii) to which it is a party, and the performance of all obligations of such Investor thereunder, has been taken or will be taken prior to the Closing. This Agreement has been duly executed and delivered by such Investor. This Agreement and each of the Transaction Documents are, or when executed and delivered by such Investor shall be, valid and legally binding obligations of such Investor, enforceable against such Investor 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.

4.2. Purchase for Own Account.

The Purchased Shares will be acquired for investment purposes for the Investor's own account or the account of one or more of the Investor's Affiliates, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Investor does not have any present intention of selling, granting any participation in, or otherwise distributing the same.

4.3. Status of Investor

The Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D of the Securities Act, as presently in effect.

4.4. Restricted Securities.

The Investor understands that the Purchased Shares are characterized as "restricted securities" under U.S. federal securities Laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such Laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances. The Investor understands that the Purchased Shares have not been qualified or registered under the Laws of any other jurisdiction and therefore may be viewed as restricted securities under any or all of such other applicable securities Laws.

4.5. No Conflicts; Consents

Neither the execution, delivery or performance by the Investor of this Agreement or any other Transaction Document to which it is a party, nor the consummation of the transactions contemplated hereby and thereby, will (i) result in a material violation or material breach of, or material default under, any provision of the organizational documents of the Investor or (ii)result in a violation of, or give any Governmental Authority the right to challenge any of the transactions contemplated hereby under, any Law or Government Order or stock exchange rules applicable to the Investor.

4.6. Actions and Government Orders

(a) To the actual knowledge of the Investor, there is no pending Action and no Person has threatened to commence any Action against the Investor that challenges, or that could have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement or any other Transaction Document in any material respect, and (b) there is no Government Order applicable to the Investor that could have the effect of preventing, delaying, making illegal or otherwise interfering with any of the transaction contemplated by this Agreement or any other Transaction Document in any material respect.

5. Conditions of the Investor's Obligations at the Closing.

The obligations of the Investor to consummate the Closing under Section 2 of this Agreement, unless otherwise waived in writing by the Investor, are subject to the fulfillment on or before the Closing of each of the following conditions:

5.1. Representations and Warranties.

Each of the representations and warranties of the Warrantors contained in Section 3 hereof shall be true and complete when made and shall be true and complete on and as of the Closing unless notified to the Investor in writing otherwise, and with the same effect as though such representations and warranties had been made on and as of the date of such Closing, except in either case for those representations and warranties that address matters only as of a particular date, which representations will have been true and complete as of such particular date.

5.2. Performance.

Each of the Warrantors shall have performed and complied, in all material respects, with all agreements, obligations and conditions (except for provisions set forth in this Section 5, which shall be fulfilled in accordance with their own terms) contained in the Transaction Documents that are required to be performed or complied with by them, on or before Closing, including without limitation (i) the preparation of resolutions of any potential conflict of interest (including conflicts among the Group Companies, Founders, and owners of individual franchisees, if applicable), and (ii) completion of condition precedents of the Transaction Documents.

5.3. Authorizations.

All Approvals of any competent Governmental Authority or of any other Person that are required to be obtained by any Warrantor in connection with the consummation of the transactions contemplated by this Agreement (including but not limited to those relating to the lawful issuance of the Purchased Shares) (such Approvals include but not limited to any waivers of rights of first refusal, preemptive rights, put or call rights or other rights triggered by the Transaction Documents, if any) shall have been duly obtained and effective as of the Closing and written evidence of these Approvals shall be provided to the Investor to its reasonable satisfaction.

5.4. Proceedings and Documents.

All corporate and other proceedings in connection with the transactions to be completed at the Closing and all documents incident thereto, including without limitation written approvals, consents or waivers from all of the then current holders of equity interests of each Group Company, if necessary, with respect to this Agreement and other Transaction Documents and the transactions contemplated hereby and thereby, shall have been completed in form and substance reasonably satisfactory to the Investor, and the Investor shall have received all such counterpart original or other copies of such documents as it may reasonably request.

5.5. Execution of the other Transaction Documents.

(i) The Amended and Restated Memorandum and Articles shall have been duly adopted by all necessary action of the Board of Directors and/or the members of the Company and shall have been duly filed with the appropriate authority(ies) of the Cayman Islands, and such adoption shall have become effective at the Closing with no alternation or amendment as of the Closing and (ii) the Deeds of Guarantee, the Amended and Restated Right of First Refusal Agreement, and the Amended and Restated Shareholders Agreement having been duly executed by all parties thereto, other than by the Investor.

5.6. Closing Certificate.

The Company shall have executed and delivered to the Investor at the Closing a certificate dated as of the Closing (i) stating that the conditions specified in this Section 5 have been fulfilled as of the Closing, and (ii) attaching thereto copies of (1) board and shareholders' resolutions of the Company and (2) written confirmation from each holder of Series A Preference Shares, Series B Preference Shares, Series C Preference Shares and Series D Preference Shares approving or consenting to the Investor's subscription for the Purchased Shares, waiving any preemptive rights, right of first refusal or similar rights they might have in respect of the issuance of the Purchased Shares pursuant to the memorandum and articles of association of the Company and other transaction documents between the Company/its shareholders currently in effect or under any applicable Law.

5.7. Business Conditions

As of the Closing, the business (as conducted), assets (including intangible assets), liabilities, financial condition or results of operations of the Company and other Group Companies shall be substantially consistent with what the Warrantors have represented to the Investor under Section 3 hereof, and shall have experienced no change that, constitutes a Material Adverse Effect or could reasonably be expected to produce a Material Adverse Effect on the Group.

5.8. Non-Compete Agreement.

The Group Companies shall have entered into an agreement with a non-compete period of at least twenty-four (24) months upon termination of employment with the Group Companies (to the extent permitted by applicable Laws) with each member of the Senior Management Team substantially in the form as attached hereto as Schedule H hereof (the "**Non-Compete Agreement**").

5.9. Due Diligence

The Investor's business, legal, tax and financial due diligence investigation of the Group Companies shall have been completed to its satisfaction.

5.10. Legal Opinion

On or prior to Closing, the Investor shall have received an opinion from Cayman legal counsel to the Company in form and substance satisfactory to the Investor.

5.11. Waiver Letter

The Company shall have obtained a waiver letter issued by the SPD Silicon waiving its rights to enforce certain provisions under (a) the loan agreement entered into between SPD Silicon, iClick Beijing, iClick Shanghai, iClick Shenzhen and certain other party regarding extension of a loan in the principal amount of RMB30,000,000, and (b) the loan agreement entered into between SPD Silicon, iClick (HK) and China Search (HK) regarding extension of the loans in the principal amount of US$4,950,000. SPD Silicon shall effectively waive in such waiver letter its rights, remedy or any penalty it may resort to under the aforesaid loan agreements triggered by the inadvertent breach of the aforesaid loan agreements by the borrowers, which occurred as a result of the Company's failure to maintain its EBITDA ratio for the third quarter of the fiscal year of 2016.

6. Conditions of the Company's Obligations at the Closing.

The obligations of the Company to consummate the Closing under Section 2 of this Agreement, unless otherwise waived in writing by the Company, are subject to the fulfillment on or before the Closing of each of the following conditions:

6.1. Representations and Warranties.

Each of the representations and warranties of the Investor contained in Section 4 shall be true and complete in all material aspects when made and on and as of the Closing, with the same effect as though such representations and warranties had been made on and as of the date of the Closing, except in either case for those representations and warranties that address matters only as of a particular date, which representations will have been true and complete in all material aspects as of such particular date.

6.2. Performance.

The Investor shall have performed and complied, in all material respects, with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Investor on or before the Closing.

6.3. Execution of the other Transaction Documents.

Each of the Transaction Documents to which the Investor is a party shall have been duly executed and delivered by the Investor.

7. Covenants and Other Agreements.

7.1. Use of proceeds

Unless otherwise approved by the written consent of the Investor, the Company shall be entitled to allocate or otherwise use the net proceeds received from the issuance of the Purchased Shares only for:

(i) general working capital in support of the Group Companies' future business development;

(ii) costs and expenses in connection with the development and upgrading of Group Companies' technology platform; and

(iii) equity investment in entities which have a business cooperation relationship with the Group.

Such proceeds shall not be used to repay any indebtedness of any Group Company or any of its Affiliates, to repurchase, redeem or cancel any Equity Securities of any Group Company or to make any payments to any Related Party of any Group Company or any of its Affiliates or for any other purpose not permitted under the foregoing, except otherwise approved by the Investor.

7.2. Notice of Certain Events.

If at any time before Closing, any Party comes to know any material fact or event which is in any way materially inconsistent with any of the representations and warranties in Section 2.1 hereof or in the Disclosure Schedule that would likely to cause any conditions to the Closing under Section 5 or Section 6 not being satisfied or fulfilled, such Party shall promptly notify the other Party in writing, describing the fact or event in reasonable detail; provided that either Party's failure to give notice of such fact or event shall not be deemed to be a breach of the covenant contained in this Section 7.2 or be taken into account in determining whether the conditions to Closing set forth in Section 5 and Section 6 have been satisfied.

7.3. Reservation of Ordinary Shares.

The Company shall at all times keep reserved for issuance and allotment upon conversion of the Purchased Shares such number of the Ordinary Shares of the Company as are from time to time issuable upon conversion of such Purchased Shares and, from time to time, will take all steps necessary to amend its memorandum of articles of association of the Company then in effect to provide sufficient reserves of the Ordinary Shares issuable upon conversion of such Purchased Shares.

7.4. Preservation of Redemption Right.

(i) At any time prior to the full satisfaction or discharge of the Guaranteed Obligations (as defined in the Deeds of Guarantee), the Company shall, and the Founders shall procure the Company to, ensure that the Deeds of Guarantee shall continue to be in full force and effect at all times.

(ii) The Company shall not, and the Founders shall procure the Company not to, do any of the following without the prior written consent of the Investor: (a) create or incur any obligation that ranks senior to or pari passu with the right to receive payment of the Series E Redemption Price (as defined in the Amended and Restated Memorandum and Articles); (b) other than pursuant to the deeds of guarantees provided by the Guarantors to the Series C Investor and the Series D Investor (each as defined in the Amended and Restated Memorandum and Articles), permit any Guarantor to grant any indemnity or guarantee or similar obligation unless expressly subordinated to the rights of the Investor under the Deeds of Guarantee or grant any security interest over all or any part of the assets or rights of such Guarantor; (c) issue any Series E Preference Shares other than the Purchased Shares, (except for any issuance in connection with any share split, share dividend, combination, or similar transaction of the Company); or (d) issue any Equity Securities that are mandatorily redeemable or redeemable at the option of holder at any time on or prior to the full redemption of the Series E Preference Shares.

7.5. Compliance with Applicable Laws.

The Company and the Founders shall ensure that each Group Company shall continue to comply in all material respects with any and all applicable Laws.

7.6. Efforts to Consummate

Each Party shall use best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement in the most expeditious manner possible, including satisfaction (but not waiver) of the conditions to Closing set forth in Sections 5 and 6. Neither Party nor any of its Affiliates or Representatives shall take any action that could reasonably be expected to have the effect of delaying, impairing or impeding the consummation of the Closing.

7.7. Other PRC related covenants

a) Within three (3) months after the Closing, or such longer period as the Investor may agree otherwise, the Company and the Founders shall procure Cong Wei (从炜) and Liu Jiping (刘计平) to file for all the requisite foreign exchange registration with the relevant Governmental Authority, or to transfer their shares to a non-PRC citizen.

b) As soon as practicable but in no event later than six (6) months after the Closing, the Group shall cause Beijing OptAim to file and register with competent local branch of the SAIC regarding transfers of equity interests of Beijing OptAim to Jiao Jie (焦捷) after which she is holding the fifty one percent (51%) of the equity interests of Beijing OptAim.

c) As soon as practicable but in no event later than six (6) months after the Closing, the Group shall cause OptAim WFOE, Beijing OptAim and Shanghai OptAim to file and register with competent local branch of the SAIC updating their board constituency showing that the respective board of OptAim WFOE, Beijing OptAim and Shanghai OptAim is comprised of three directors who are Tang Jian (唐健) and the Founders.

d) Within six (6) months after the Closing, or such longer period as the Investor may agree otherwise, the pledge over the equity interest of Beijing OptAim held by Tang Jian (唐健) and Jiao Jie (焦捷) created pursuant to certain amended and restated share pledge agreement entered into by and among OptAim WFOE, Beijing OptAim, Tang Jian (唐健) and Jiao Jie (焦捷) dated as of July 24, 2015, shall be registered with the competent local branch of the SAIC in favor of OptAim WFOE as the pledgee.

e) As soon as practicable but in no event later than six (6) months after the Closing, the Group shall cause each relevant Group Company incorporated in PRC to file with competent local branch of the SAIC to change its registered address (as shown on its business license) to conform with the actual place of business where such Group Company operates, and submit its office lease agreement(s) for filing with relevant governmental authorities.

f) As soon as practicable but in no event later than six (6) months after the Closing, the Group shall cause: (i) Beijing iClick to register its office premise located at 21/F, Pearl River Tower, No. 15, Zhujiang West Road, Tianhe District, Guangzhou City (广州市天河区珠江西路 15 号珠江大厦 21 楼) as its branch office, and (ii) OptAim WFOE to register its office premise located at Room 3203, No.7, Huacheng Avenue, Tianhe District, Guangzhou City (广州市天河区花城大道 7 号 3203 房) as its branch office with the local branch of the SAIC.

7.8. IP Covenant

The Group shall own, have sufficient rights (including but not limited to the rights of development, maintenance, licensing and sale) to, or otherwise have the licences to use all Intellectual Property (including all Company Intellectual Property) necessary and sufficient for the conduct of any business proposed to be conducted by the Group without any conflict with or infringement of the rights of any other Person.

7.9. Other HK related covenants

a) As soon as practicable but in no event later than six (6) months after the Closing, the Group shall cause (i) China Search (HK) to file with relevant Hong Kong governmental bureau to register the guaranty provided by China Search (HK) pursuant to certain guarantee agreement dated as of July 28, 2016 securing iClick Beijing's obligation as the debtor to SPD Silicon as the lender under certain loan agreement, and (ii) DMG HK to file with relevant Hong Kong governmental bureau to register the charge created over the depository certificate of DMG HK pursuant to certain charge agreement dated as of May 20, 2016 securing iClick Beijing's obligation as the debtor to Bangkok Bank (China) Company Limited (盘谷银行（中国）有限公司北京分行) as the lender under certain loan agreement.

b) As soon as practicable after the Closing, China Search (HK) shall renew certain distribution agreement with Baidu (Hong Kong) Limited which has expired on December 31, 2015 (百度分销商合作合同) , and iClick (HK) shall renew certain APAC Agency Capability Fund Agreement dated as of June 8, 2015 with Google Asia Pacific Pte. Ltd, which has expired prior to the date hereof.

8. Termination

8.1. Effective Date; Termination.

This Agreement shall become effective upon execution by all the Parties and shall continue in force until terminated in accordance with Section 8.2.

8.2. Events of Termination.

This Agreement may be terminated prior to Closing as follows:

(i) by written consent of all the Parties;

(ii) by either the Company or the Investor upon written notice to the other Parties, if the Closing has not occurred on or before December 31, 2016, which date may be extended from time to time by mutual consent of the Parties, provided, that the right to terminate this Agreement under this Section 8.2(ii) shall not be available to the Investor if the failure of the Investor to fulfill, or a breach by the Investor of, any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date and shall not be available to the Company or the Founders if the failure of either the Company or the Founders to fulfill, or a breach by either the Company or the Founders of, any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.

8.3. Effect of Termination.

In the event of termination of this Agreement pursuant to Section 8.2, this Agreement (other than the provisions of Section 8 and Section 9, which shall survive such termination) shall then be null and void and have no further force and effect and all other rights and liabilities of the Parties hereunder will terminate without any liability of any Party to any other Party, except for liabilities arising in respect of breaches of this Agreement by any Party prior to such termination. For the avoidance of doubt, notwithstanding any provision to the contrary in this Section 8.3, Section 9.6 and Section 9.7 shall not survive any termination of this Agreement pursuant to Section 8.2.

9. Miscellaneous.

9.1. Further Assurances.

Upon the terms and subject to the conditions herein, each of the Parties hereto agrees to use its reasonable best efforts to take or cause to be taken all action, to do or cause to be done, to execute such further instruments, and to assist and cooperate with the other Parties hereto in doing, all things necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement and the other Transaction Documents, and to the extent reasonably requested by another Party, to enforce rights and obligations pursuant hereto or thereto.

9.2. Successors and Assigns.

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto whose rights or obligations hereunder are affected by such terms and conditions. This Agreement, and the rights and obligations hereunder, shall not be assigned without the mutual written consent of the Investor and the Company, provided that the Investor may assign its rights and obligations (i) to any of its Affiliates who shall have substantially similar financial and business substance to that of the Investor on or before Closing (the "**Qualified Affiliates**"), and (ii) (following the Closing) to any transferee(s) of the Purchased Shares permitted under the Transaction Documents without consent of the other Parties under this Agreement, and for the avoidance of doubt any assignee of any Party shall continue to be bound by the terms and conditions together with the covenants contained in this Agreement, the Shareholders Agreement, the Amended and Restated Shareholders Agreement, the Right of First Refusal Agreement and the Amended and Restated Right of First Refusal Agreement to which the transferring shareholder was subject prior to such assignment. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.3. Governing Law.

This Agreement shall be governed by and construed under the Laws of the Hong Kong S.A.R. without regard to the principles of conflicts of law thereof that would apply the laws of another jurisdiction.

9.4. Dispute Resolution.

(i) Any dispute, controversy or claim (each, a "**Dispute**") arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof, shall be resolved at the first instance through consultation between the parties to such Dispute. Such consultation shall begin immediately after any party has delivered written notice to any other party to the Dispute requesting such consultation.

(ii) If the Dispute is not resolved within thirty (30) days following the date on which such notice is given, the Dispute shall be submitted to arbitration upon the request of any party to the Dispute with notice to each other party to the Dispute (the "**Arbitration Notice**").

(iii) The arbitration shall be conducted in the Hong Kong S.A.R. and shall be administered by the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the commencement of the arbitration. However, if such rules are in conflict with the provisions of this Section 9.4, including the provisions concerning the appointment of arbitrators, the provisions of this Section 9.4 shall prevail.

(iv) The arbitration proceedings shall be conducted in English. There shall be one (1) arbitrator, who shall be qualified to practice law in the Hong Kong S.A.R.

(v) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents requested by such other party in connection with such arbitration proceedings, subject only to any confidentiality obligations binding on such party.

(vi) Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

(vii) During the course of the arbitration tribunal's adjudication of the dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

(viii) The award of the arbitration tribunal shall be final and binding upon the parties, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(ix) For the purposes of service and delivery of documents under arbitration, the Parties agree that where any Party is a legal entity incorporated or registered outside of the Hong Kong S.A.R., the physical address in the Hong Kong S.A.R. provided by them for receiving notices as set out under their signatures on the execution page shall be the address at which they shall accept service and receive documents, and delivery to such address shall constitute valid service and delivery to that Party.

9.5. Notices.

Any notice required or permitted pursuant to this Agreement shall be given in writing and shall be given either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means to the address as shown below the signature of such Party on the signature page of this Agreement (or at such other address as such Party may designate by fifteen (15) days' advance written notice to the other Parties to this Agreement given in accordance with this Section 9.5). Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a confirmation of delivery, and to have been effected at the expiration of two (2) days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid.

9.6. Indemnity.

(i) Subject to Section 9.7, each Warrantor hereby agrees to jointly and severally indemnify and hold harmless the Investor, and such Investor's Affiliates, directors, officers, agents, partners, limited partners, members, employees and assigns (the "**Indemnified Parties**"), from and against any and all Indemnifiable Losses suffered by such Investor, or such Investor's Affiliates, directors, officers, agents partners, limited partners, members, employees and assigns, directly or indirectly, as a result of, or based upon or arising from (a) any inaccuracy in or breach or non-performance of any of the representations, warranties, covenants or agreements made by any Warrantor or any Group Company in or pursuant to this Agreement or any other Transaction Document, and (b) any Tax Liability of any Group Company arising out of any failure, by any Warrantor to comply with Circular 698 and Announcement 7 with respect to payment of Taxes or statutory withholding obligation for indirect transfer of equity interest in PRC incorporated company pursuant to Circular 698 and Announcement 7.

(ii) Any Party seeking indemnification with respect to any Indemnifiable Loss shall give written notice to the party required to provide indemnity hereunder (the "**Indemnifying Party**").

(iii) Any Indemnifiable Losses must be brought to the Indemnifying Party within twenty-four (24) months from the date of the Closing, failing which, the Indemnity under this Agreement becomes null and void.

(iv) If an Indemnified Party seeks indemnification under this Agreement in respect of, arising out of or involving a claim or demand made by any third Person against the Indemnified Party (a "**Third Party Claim**"), the Indemnifying Party shall upon the written request of the Indemnified Party (the "**Indemnity Notice**"), have the right to assume the defense of such Third Party Claim (at its option and at its own expense, with counsel reasonably acceptable to Indemnified Party) by written notice to the Indemnified Party within fifteen (15) days of its receipt of the Indemnity Notice; provided, however, that the Indemnified Party may participate in any such defense with its own counsel at its own expense. The Parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Third Party Claim. To the extent the Indemnifying Party elects not to defend such proceeding, claim or demand, and the Indemnified Party defends against or otherwise deals with any such proceeding, claim or demand, the Indemnified Party may retain counsel, at the expense of the Indemnifying Party, and control the defense of such proceeding; it being understood and agreed that if the Indemnifying Party fails to notify the Indemnified Party within fifteen (15) days after receipt of any Indemnity Notice that the Indemnifying Party elects to assume such defense, or if the Indemnifying Party elects to assume such defense but fails to diligently prosecute or settle the Third Party Claim, then the Indemnified Party shall have the right to control such defense at the cost and expense of the Indemnifying Party. Furthermore, if the Indemnified Party has reasonably concluded that there is a conflict of interest between the Indemnifying Party and the Indemnified Party, the Indemnifying Party shall bear the reasonable costs and expenses of one counsel to the Indemnified Party in connection with such defense. In addition, an Indemnified Party shall have the right to control the defense of any Third Party Claim at the expense of the Indemnifying Party if the claim seeks an injunction or other equitable relief (excluding damages at law) or involves allegations of criminal conduct or could otherwise materially adversely affect the Group. Assumption by the Indemnified Party of control of any such defense, compromise, or settlement shall not be deemed a waiver of its right to indemnification hereunder. Neither the Indemnifying Party nor the Indemnified Party may settle any such Third Party Claim without the consent of the other, such consent not to be unreasonably withheld or delayed.

(v) The rights contained in this Section 9.6 shall not be deemed to preclude or otherwise limit in any way the exercise of any other rights or pursuit of other remedies for the breach of this Agreement or with respect to any misrepresentation. In addition, each of the Indemnified Parties (other than the Investor) is intended to be, and is hereby expressly made, a third party beneficiary of each Warrantor's obligations contained in this Section 9.6.

9.7. Limitations and Other Matters Relating to Indemnification.

Other than in relation to a claim arising from fraud or willful misconduct on the part of an Indemnifying Party, (i) the aggregate liability of the Warrantors in respect of all and any claims pursuant to, or in connection with, this Agreement shall in no event exceed an amount equal to 100% of the Subscription Price to the extent actually paid by the Investor to the Company immediately prior to its issuance of such Indemnification Notice (the "**Indemnification Cap**").

9.8. Confidentiality.

(i) Each Party undertakes to the other Parties that it shall not reveal, and that it shall procure that its Representatives who are in receipt of any Confidential Information do not reveal, to any third party any Confidential Information without the prior written consent of the other Parties or use any Confidential Information in such manner that is detrimental to the Company or the concerned Party, as the case may be. The term "**Confidential Information**" as used in this Section 9.8 means, (a) the terms of this Agreement and the terms of any of the other Transaction Documents, and (b) the identities of the Parties and their respective Affiliates.

(ii) The provisions of this Section 9.8 shall not apply to: (a) disclosure by the Company or Investor to those of its Representatives or Affiliates or their respective investors or internal investment committees who need to know such Confidential Information for the purpose of evaluating the Investor's investment in the Company, provided that such Representative or Affiliate (1) is subject to obligations of confidentiality similar to those to which the Investor is subject under this Agreement or (2) is otherwise under a binding professional obligation of confidentiality; (b) disclosure by a Party to the extent required under applicable Law, provided that the disclosing Party shall (1) give reasonable prior notice to the other Parties; (2) consult with the other Parties and provide a reasonable opportunity for the other Parties to review and comment on the proposed disclosure; and (3) if requested by the other Parties, exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information; (c) disclosure by the Investor to its Affiliates and their respective investors (including prospective limited partners in fund raising activities) and internal investment committees (provided that the recipient is subject to obligations of confidentiality similar to those to which the Investor is subject under this Agreement); or (d) (following the Closing) disclosure by the Investor to any transferee(s) or proposed transferee(s) of the Purchased Shares and their Representatives, provided that such Person (1) is subject to obligations of confidentiality similar to those to which the Investor is subject under this Agreement, or (2) is otherwise under a binding professional obligation of confidentiality. The receiving Party agrees that it is responsible to the Party whose Confidential Information is disclosed for any action or failure to act that would constitute a breach or violation of any of the terms of this Section 9.8 by any of its Representatives or Affiliates or their respective investors or internal investment committees.

9.9. Publicity.

Except as required by Law, by any Governmental Authority or otherwise agreed by all the Parties, no publicity release or public announcement shall be made by any Party in connection with this Agreement or any transaction contemplated hereunder or concerning the relationship or involvement of the Parties. Any Party required by Law or by any Governmental Authority to make such a publicity release or public announcement shall, to the extent reasonably practicable in the circumstances, provide in advance a draft to the other Parties to review, and take into account all reasonable requests of such other Parties concerning the form and content of such release or announcement.

9.10. Rights Cumulative.

Each and all of the various rights, powers and remedies of a Party hereto will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party.

9.11. Fees and Expenses.

Each Party shall bear its own expenses in connection with the preparation and negotiation of this Agreement and the other Transaction Documents or (except as otherwise provided herein) in connection with its performance under this Agreement and the other Transaction Documents or the consummation of the transactions contemplated thereby, including all fees and expenses of such Party's agents, representatives, financial and legal advisors and accountants.

9.12. Severability.

In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If, however, any provision of this Agreement shall be invalid, illegal, or unenforceable under any applicable Law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such Law, or, if for any reason it is not deemed so modified, it shall be invalid, illegal, or unenforceable only to the extent of such invalidity, illegality, or limitation on enforceability without affecting the remaining provisions of this Agreement, or the validity, legality, or enforceability of such provision in any other jurisdiction.

9.13. Amendments and Waivers.

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of each Party. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each of the Parties hereto.

9.14. No Waiver.

Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right, power or remedy power hereunder at any one or more times be deemed a waiver or relinquishment of such right, power or remedy at any other time or times.

9.15. Delays or Omissions.

No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by Law or otherwise afforded to any Party, shall be cumulative and not alternative.

9.16. No Presumption.

The Parties acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

9.17. Headings and Subtitles; Interpretation.

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. Unless a provision hereof expressly provides otherwise: (i) the term "or" is not exclusive; (ii) words in the singular include the plural, and words in the plural include the singular; (iii) the terms "herein", "hereof", and other similar words refer to this Agreement as a whole and not to any particular section, subsection, paragraph, clause, or other subdivision; (iv) the term "including" will be deemed to be followed by ", but not limited to,"; (v) the masculine, feminine, and neuter genders will each be deemed to include the others; (vi) the terms "shall", "will", and "agrees" are mandatory, and the term "may" is permissive; (vii) the term "day" means "calendar day"; (viii) all references to dollars or to "US$" are to currency of the United States of America (and shall be deemed to include reference to the equivalent amount in other currencies); and (ix) all references to any agreement, document or instrument are to such agreement, document or instrument as amended, supplemented and modified in effect from time to time in accordance with its terms.

9.18. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

9.19. Entire Agreement.

This Agreement and the other Transaction Documents, together with all exhibits and schedules hereto, constitute the full and entire understanding and agreement among the Parties with regard to the subject matter hereof and thereof, and supersede all other agreements between or among any of the Parties with respect to the subject matter hereof and thereof, and no Party shall be liable or bound to any other Party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year herein above first written.

COMPANY:

OPTIMIX MEDIA ASIA LIMITED

By: /s/ Sammy Hsieh
Print Name: Sammy Hsieh
Title: CEO

Address:

[Signature Page to SHARE SUBSCRIPTION AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year herein above first written.

FOUNDERS:

HSIEH, WING HONG SAMMY

By: /s/ Wing Hong Sammy Hsieh
ID NUMBER: K096776(9)
Address: Flat 23, 16/F, Block 1, Fontana Gardens, Ka Ning Path, Causeway Bay, Hong Kong
Email: sammy.hsieh@i-click.com

NG, YAU PING RICKY

By: /s/ Yau Ping Ricky Ng
ID NUMBER: V029871(9)
Address: C2, 13/F, San Po Kong Mansion, San Po Kong, Kowloon, Hong Kong
Email: ricky.ng@i-click.com

[Signature Page to SHARE SUBSCRIPTION AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year herein above first written.

INVESTOR:

Shenwan Hongyuan Goldspring Fund I

By: /s/ Juan Zheng
Print Name: Zheng Juan
Title: Director

Address: Unit B&C, 24/F, United Centre, 95 Queensway, Admiralty, Hong Kong

SCHEDULE A
[RESERVED]

SCHEDULE A

SCHEDULE B-1
PARTICULARS OF GROUP COMPANIES

Schedule of Group Companies

Name of Company	Registered Address	Incorporation Date	Company No.	Place of Incorporation	Director(s)	Authorised shares	Issued Shares	Subsidiaries	Shareholders
Optimix Media Asia Limited (Hong Kong)	Unit 1508, Prosperity Millennia Plaza, 663 King's Road, Quarry Bay, Hong Kong	March 25, 2009	1325044	Hong Kong	1 Hsieh, Wing Hong Sammy; 2. Ng Yau Ping	11,000 ordinary shares of HK$1 each	11,000	1. Tetris Media Limited (100%) 2. iClick Interactive Asia Limited (100%) 3. Digital Marketing Group Limited (100%) 4. iClick Interactive (Singapore) Pte. Ltd. (100%) 5. Performance Media Group Limited (100%)	Optimix Media Asia Limited (Cayman)
iClick Interactive Asia Limited	Unit 1508, Prosperity Millennia Plaza, 663 King's Road, Quarry Bay, Hong Kong	December 17, 2008	1294990	Hong Kong	Hsieh, Wing Hong Sammy	10,000 ordinary shares of HK$1 each	10,000	iClick Interactive Asia Limited Taiwan Branch	Optimix Media Asia Limited (Hong Kong)
Digital Marketing Group Limited	Unit 1507-08, Prosperity Millennia Plaza, 663 King's Road, Quarry Bay, Hong Kong	October 25, 2006	1082945	Hong Kong	1. Hsieh, Wing Hong Sammy 2. Ng Yau Ping	10,000 ordinary shares of HK$1 each	10,000	iClick Interactive (Beijing) Advertisement Co., Ltd. 爱点击互動(北京)廣告有限公司 (100%)	Optimix Media Asia Limited (Hong Kong)

Name of Company	Registered Address	Incorporation Date	Company No.	Place of Incorporation	Director(s)	Authorised shares	Issued Shares	Subsidiaries	Shareholders
Tetris Media Limited	Unit 1110-11, Prosperity Millennia Plaza, 663 King's Road, Quarry Bay, Hong Kong	July 23, 2007	1152087	Hong Kong	1. Hsieh, Wing Hong Sammy 2. Ng Yau Ping	10,000 ordinary shares of HK$1 each	10,000	Tetris Media (Shanghai) Co. Ltd. 泰司廣告(上海)有限公司 (100%)	Optimix Media Asia Limited (Hong Kong)
Diablo Holdings Corporation	ABM Corporate Services Limited, ABM Chambers, PO Box 2283, Road Town, Tortola VG1110, British Virgin Islands	August 19, 2010	1601463	BVI	Hsieh, Wing Hong Sammy	50,000 ordinary shares of US$1 each	1	Harmattan Capital Holdings Corporation (100%) i-Click Interactive Taiwan Limited (through trust agreement) (100%)	Optimix Media Asia Limited (Cayman)
Harmattan Capital Holdings Corporation	ABM Corporate Services Limited, ABM Chambers, PO Box 2283, Road Town, Tortola VG1110, British Virgin Islands	August 19, 2010	1601602	BVI	Hsieh, Wing Hong Sammy	50,000 ordinary shares of US$1 each	200	China Search Asia Limited (100%)	Diablo Holdings Corporation (100%)
China Search (Asia) Limited （中國搜索（亞洲）有限公司）	31st Floor, Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong	September 17, 2010	1506578	Hong Kong	Hsieh, Wing Hong Sammy	1 ordinary share of HK$1 each	1	Search Asia Technology (SZ) Ltd 搜索亞洲科技(深圳)有限公司 (100%)	Harmattan Capital Holdings Corporation

SCHEDULE B-1

Name of Company	Registered Address	Incorporation Date	Company No.	Place of Incorporation	Director(s)	Authorised shares	Issued Shares	Subsidiaries	Shareholders
iClick Interactive (Singapore) Pte. Ltd.	809 French Road, #05-102 Kitchener Complex, Singapore (200809)	January 24, 2011	201102123M	Singapore	1. Hsieh, Wing Hong Sammy 2. Goh Soo Chao	50,000 ordinary shares of SGD1 each	50,000	Nil	Optimix Media Asia Limited (Hong Kong)
iClick Interactive Asia Limited Taiwan Branch	(104) 台北市中山南京東路三段 161 號 13 樓	April 9, 2015	1040105 1470	Taipei, Taiwan	Hsieh, Wing Hong Sammy	NTD 500,000	NTD 500,000	Nil	iClick Interactive Asia Limited (Hong Kong)
iClick Interactive (Beijing) Advertisement Co., Ltd. 爱点击互動(北京)廣告有限公司	Room 806, Floor 7, Block 237, Chaoyang North Road, Chaoyang, Beijing, China, 100123 北京市朝阳区朝阳北路 237 号楼 7 层 806, 100123	January 25, 2011	9111010 5563603 77XH	The People's Republic of China	Ng Yau Ping	RMB90,000,000	RMB90,000,000	Nil	Digital Marketing Group Limited
Search Asia Technology (SZ) Ltd 搜索亞洲科技(深圳)有限公司	Room 206, Floor 2, Honglong Central Square, Guiyuan Road, Luohu, Shenzhen, Guangdong, China, 518001 深圳市罗湖区桂园街道深南东路与和平路交汇处鸿隆世纪广场裙楼 2 层 206 号, 518001	January 30, 2011	4403015 0339322 7	The People's Republic of China	Hsieh, Wing Hong Sammy	RMB1,000,000	RMB1,000,000	Nil	China Search (Asia) Limited

SCHEDULE B-1

Name of Company	Registered Address	Incorporation Date	Company No.	Place of Incorporation	Director(s)	Authorised shares	Issued Shares	Subsidiaries	Shareholders
Performance Media Group Limited	31st Floor, Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong	January 21, 2013	1854204	Hong Kong	1. Optimix Media Asia Limited (Hong Kong) 2. Wong Pi Yan	1 ordinary share of HK$1 each	1	Nil	Optimix Media Asia Limited (Hong Kong)
Tetris Media (Shanghai) Co. Ltd. 泰司廣告(上海)有限公司	Room108, Block 4, 925 Ye Cheng Lu Jia Ding Qu, Shanghai, China, 201821 上海市嘉定区叶城路 925 号 B 区 4 幢 108 室, 201821	July 5, 2013	9131000 0071239 4735	The People's Republic of China	Ng Yau Ping	USD2,000,000	USD2,000,000	Nil	Tetris Media Limited
i-Click Interactive Taiwan Limited	Unit 1508, Prosperity Millennia Plaza, 663 King's Road, Quarry Bay, Hong Kong	May 23, 2011	1605453	Hong Kong	Hsieh, Wing Hong Sammy	10,000 ordinary shares of HK$1 each	1	i-Click Interactive Taiwan Limited – Taiwan Branch (100%)	Diablo Holdings Corporation (through trust agreement) (100%)
i-Click Interactive Taiwan Limited Taiwan Branch	(104) 台北市中山南京東路三段 61 號 12 樓	7 September, 2011	5301731 0	Taipei, Taiwan	1. Hsieh, Wing Hong Sammy 2. Chang, Hsi-Ning	NTD350,000	NTD350,000	Nil	i-Click Interactive Taiwan Limited

SCHEDULE B-1

Name of Company	Registered Address	Incorporation Date	Company No.	Place of Incorporation	Director(s)	Authorised shares	Issued Shares	Subsidiaries	Shareholders
Buzzinate Company Limited（百智能信息科技有限公司）	15th Floor, Prosperity Millennia Plaza, 663 King's Road, Quarry Bay, Hong Kong	25 March, 2009	1323609	Hong Kong	1. Lee Yan Shu 2. John B. Chen 3. Hsieh Wing Hong Sammy 4. Wong Pi Yan 5. Jiao Jie	15,600,000 ordinary shares of HK$1 each and 20,786,667 ordinary shares of USD 0.09621552 each	36,386,667	1. 擘纳上海信息科技有限公司 (100%) 2. 百智能科技股份有限公司 (100%)	Optimix Media Asia Limited (Cayman) (100%)
擘纳上海信息科技有限公司	Room 103/05, Block 1, No. 498, GuoShouJing Rd, Pudong, Shanghai, P.R.C. 上海市浦东新区张江高科技园区郭守敬路 498 号 1 幢 103/05 室	15 July, 2009	3101154 0025377 5	The People's Republic of China	1. Lee Yan Shu 2. John B. Chen 3. Wang Hau Wei	RMB16,200,000	RMB16,200,000	Nil	Buzzinate Company Limited (100%)
百智能科技股份有限公司	8F, No. 37, Section 4, Muzha Rd, 116, Taipei City, Taiwan	9 February, 2010	6915765 6-9	Taipei, Taiwan	1. Lee Yan Shu 2. John B. Chen 3. Wang Hau Wei	NTD500,000	NTD500,000	Nil	Buzzinate Company Limited (100%)

SCHEDULE B-1

Name of Company	Registered Address	Incorporation Date	Company No.	Place of Incorporation	Director(s)	Authorised shares	Issued Shares	Subsidiaries	Shareholders
OptAim Ltd.	P.O. Box 2075, George Town, Grand Cayman KY1-1105, Cayman Islands	22 July, 2014	MS-290063	The Cayman Islands	1. Tang, Jian 2. Ng, Yau Ping 3. Hsieh, Wing Hong Sammy	250,000,000 ordinary shares of US$0.0002 each	98,911,990 ordinary shares	OptAim (HK) Limited	Optimix Media Asia Limited (Cayman)
OptAim (HK) Limited（智雲眾（香港）有限公司）	Flat/RM 806, Tower II, 8/F, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong	30 July, 2014	2126575	Hong Kong	1.Tang, Jian 2. Ng, Yau Ping 3. Hsieh, Wing Hong Sammy	1 ordinary shares of HK$1 each	1	智云众（北京）信息技术有限公司	OptAim Ltd. (Cayman)
智云众（北京）信息技术有限公司	北京市海淀區知春路甲 48 號 3 號樓 2 單元 9D Room 2-9D, Block 3, No. 48 Zhichun Road I, Haidian, Beijing	4 Nov, 2014	91110108396035604T	The People's Republic of China	1. Tang, Jian 2. Ng, Yau Ping 3. Hsieh, Wing Hong Sammy	USD 1,400,000	USD 1,400,000	北京智云众网络科技有限公司	OptAim (HK) Limited
北京智云众网络科技有限公司	北京市海淀區知春路甲 48 號 3 號樓 2 單元 18B Room 2-18B, Block 3, No. 48 Zhichun Road I, Haidian, Beijing	7 Sep, 2012	91110108053601 4758	The People's Republic of China	1. Tang, Jian 2. Ng, Yau Ping 3. Hsieh, Wing Hong Sammy	RMB 1,000,000	RMB 1,000,000	指匀众（上海）科技有限公司	智云众（北京）信息技术有限公司

SCHEDULE B-1

Name of Company	Registered Address	Incorporation Date	Company No.	Place of Incorporation	Director(s)	Authorised shares	Issued Shares	Subsidiaries	Shareholders
指匀众（上海）科技有限公司	上海市閔行區虹梅南路 1755 號一幢一層 CB1109 室 Room CB1109, Floor 1, No. 1755 Hongmei South Road, Minhang, Shanghai	25 Sep, 2014	3101120 0142629 4	The People's Republic of China	1. Tang, Jian 2. Ng, Yau Ping 3. Hsieh, Wing Hong Sammy	RMB 1,000,000	RMB 1,000,000	Nil	北京智云众网络科技有限公司

SCHEDULE B-1

SCHEDULE B-2
SENIOR MANAGEMENT TEAM

Mr. Hsieh, Wing Hong Sammy

Mr. Ng, Yau Ping

Wong Pi Yan, Selina

Robert Tran

Tang Jian (唐健)

Lee Yanshu (李彦枢)

TANG Min (唐敏)

SCHEDULE C
DISCLOSURE SCHEDULE

SCHEDULE C

SCHEDULE D
FORM OF AMENDED AND RESTATED MEMORANDUM AND ARTICLES

SCHEDULE D

SCHEDULE E
FORM OF AMENDED AND RESTATED RIGHT OF FIRST REFUSAL AGREEMENT

SCHEDULE E

SCHEDULE F
FORM OF AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

SCHEDULE F

SCHEDULE G
FORM OF DEEDS OF GUARANTEE

SCHEDULE G

SCHEDULE H
FORM OF NON-COMPETE AGREEMENT

SCHEDULE H

SCHEDULE I
FORM OF KEY MANAGEMENT EMPLOYMENT AGREEMENT

SCHEDULE I

Exhibit 10.2

FOURTH AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

OPTIMIX MEDIA ASIA LIMITED

FOURTH AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

THIS FOURTH AMENDED AND RESTATED SHAREHOLDERS AGREEMENT (this "**Agreement**") is entered into as of December 28, 2016, by and among the following parties:

A. Optimix Media Asia Limited, a company duly incorporated and existing under the Laws of the Cayman Islands (the "**Company**"),

B. the Person set forth on Schedule A (the "**Series A Investor**"),

C. the Person or Persons set forth on Schedule B (the "**Series B Investors**" and each, a "**Series B Investor**"),

D. the Person set forth on Schedule C (the "**Series C Investor**"),

E. the Person set forth on Schedule D (the "**Series D Investor**"),

F. the Person set forth on Schedule E (the "**Series E Investor**")

G. the Person or Persons set forth on Schedule F (the "**Founders**" and each, a "**Founder**"),

H. the Person or Persons set forth on Schedule G (the "**Shareholders**" and each a "**Shareholder**"), and

I. TANG Jian, a natural person with PRC ID number 43292219760810035 and residential address at Room 1504, Building 2, Yard 106, East of North 4th Ring Road, Chaoyang District, Beijing 100029, PRC.

The Company, the Series A Investor, the Series B Investors, the Series C Investor, the Series D Investor, the Series E Investor, the Founders, the Shareholders and TANG Jian shall be referred to herein as the "**Parties**", and each a "**Party**". Capitalized terms used herein without definition shall have the meanings set forth in the Series E SPA (as defined below).

RECITALS

A. The Company, the Series E Investor and the Founders have entered into a Subscription Agreement dated December 19, 2016 (the "**Series E SPA**").

B. It is a condition precedent under the Series E SPA that the Company and the parties hereto enter into this Agreement, which shall amend and restate that certain Third Amended and Restated Shareholders Agreement dated July 24, 2015 between the Company and certain parties thereto (the "**Prior SHA**").

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

D. The Company, OptAim Ltd. and its shareholders have entered into a Share Purchase Agreement dated July 10, 2015.

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereto hereby agree as follows:

1. Definitions. The following terms shall have the meanings ascribed to them below:

"**Affiliate**" means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person. .

"**Agreement**" has the meaning set forth in the preamble hereof.

"**Ancillary Agreements**" means, collectively, this Agreement, the Deeds of Guarantee, the Right of First Refusal and Co-Sale Agreement, Strategic Cooperation Agreement and the Indemnification Agreement, each as defined herein.

"**Applicable Securities Laws**" means (i) with respect to any offering of securities in the United States, or any other act or omission within that jurisdiction, the securities Law of the United States, including the Exchange Act and the Securities Act, and any applicable securities Laws of any state of the United States, and (ii) with respect to any offering of securities in any jurisdiction other than the United States, or any related act or omission in that jurisdiction, the applicable securities Laws of that jurisdiction.

"**Arbitration Notice**" has the meaning set forth in Section 12.4(ii) hereof.

"**Audit Committee**" has the meaning set forth in Section 9.3 hereof.

"**BAI**" means BAI GmbH, a company duly incorporated and existing under the laws of Germany.

"**Bertelsmann**" means Bertelsmann Asia Investments AG, a company duly incorporated and existing under the Laws of Switzerland.

"**Bertelsmann Ordinary Shares**" means the Ordinary Shares acquired by Bertelsmann pursuant to the Series B SPA.

"**BlueFocus**" means BlueFocus International Limited, a limited corporation duly incorporated and existing under the Laws of Hong Kong.

"**Board**" or "**Board of Directors**" means the board of directors of the Company.

"**CFC**" means a "controlled foreign corporation" as defined in Section 957(a) of the Code.

"**Circular 37**" has the meaning set forth in Section 11.4(ii) hereof.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commission**" means (i) with respect to any offering of securities in the United States, the Securities and Exchange Commission of the United States or any other federal agency at the time administering the Securities Act, and (ii) with respect to any offering of securities in a jurisdiction other than the United States, the regulatory body of the jurisdiction with authority to supervise and regulate the offering and sale of securities in that jurisdiction.

"**Company**" has the meaning set forth in the preamble hereof.

"**Company Security Holder**" has the meaning set forth in Section 11.4(ii) hereof.

"**Control**" of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person; the term "**Controlled**" has the meaning correlative to the foregoing.

"**Deeds of Guarantee**" means the deeds of guarantee entered into by the Guarantors in favour of the Series C Investor, Series D Investor and Series E Investor, respectively.

"**Dispute**" has the meaning set forth in Section 12.4(i) hereof.

"**Equity Securities**" means any Ordinary Shares and/or Ordinary Share Equivalents of the Company.

"**ESOP**" has the meaning set forth in Section 11.1(i) hereof.

"**Exercising Holder**" has the meaning set forth in Section 7.3 hereof.

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended.

"**First Pre-emptive Rights"** has the meaning set forth in Section 7.1 hereof.

"**Form F-3**" means Form F-3 promulgated by the Commission under the Securities Act or any successor form or substantially similar form then in effect.

"Fourth Notice" has the meaning set forth in Section 7.5 hereof.

"Fourth Remaining Securities" has the meaning set forth in Section 7.5 hereof.

"**Fifth Notice**" has the meaning set forth in Section 7.6 hereof.

"**Fifth Remaining Securities**" has the meaning set forth in Section 7.6 hereof.

"**Founder**" or "**Founders**" has the meaning set forth in the preamble hereof.

"**Governmental Authority**" means any nation or government or any federation, province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC, the Cayman Islands or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

"**Governmental Order**" means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

"**Group Companies**" or "**Group**" means, collectively, the Company together with its Subsidiaries, and each Person (other than a natural person) that is, directly or indirectly, Controlled by any of the foregoing, including but not limited to each joint venture in which any of the foregoing holds more than fifty percent (50%) of the voting power.

"**Guarantors**" has the meaning ascribed thereto in the Series D SPA.

"**HKIAC**" has the meaning set forth in Section 12.4(iii) hereof.

"**Holders**" means the holders of Registrable Securities who are parties to this Agreement from time to time, and their permitted transferees that become parties to this Agreement from time to time.

"**Hong Kong S.A.R.**" means the Hong Kong Special Administrative Region.

"**Igomax**" means Igomax Inc., a limited corporation duly incorporated and existing under the Laws of the British Virgin Islands.

"**Igomax QIPO**" means the first firm commitment underwritten registered public offering by the Company of its Ordinary Shares with an offering price (net of underwriting commissions and expenses) that implies a market capitalization of the Company immediately prior to such offering of not less than US$500,000,000.

"**Igomax Shares**" means the Ordinary Shares held by Igomax as of July 24, 2015.

"**Indemnification Agreement**" has the meaning ascribed thereto in the Series B SPA, the Series C SPA and the Series D SPA, as the case may be.

"**Initiating Holders**" means, with respect to a request duly made under Section 2.1 or Section 2.2 to Register any Registrable Securities, the Holders initiating such request.

"**IPO**" means the first firm underwritten registered public offering by the Company of its Ordinary Shares pursuant to a Registration Statement that is filed with and declared effective by either the Commission under the Securities Act or another Governmental Authority for a public offering in a jurisdiction other than the United States.

"**Issuance Notice**" has the meaning set forth in Section 7.1 hereof.

"**Key Employees**" has the meaning set forth in the Series E SPA.

"**Law**" or "**Laws**" means any constitutional provision, statute, ordinance or other law, rule, regulation, official policy or interpretation of applicable Governmental Authority and any Governmental Order in the jurisdiction of incorporation of each Group Company and where they ordinarily conduct their business, including without limitation, the British Virgin Islands, Cayman Islands, the Hong Kong S.A.R. and the PRC.

"**Liquidating Transaction**" has the meaning set forth in the Memorandum and Articles.

"**Majority-in-Interest**" means an interest in the voting securities of a Person that exceeds 50% of such voting securities of such Person.

"**Management Report**" has the meaning set forth in Section 8.1(i) hereof.

"**Memorandum and Articles**" means the seventh amended and restated Memorandum and Articles of Association of the Company, as such may be amended and/or restated from time to time.

"**New Securities**" means, subject to the terms of Section 7 hereof, any newly issued Equity Securities of the Company, except for (i) any Ordinary Shares, or any option or warrant to acquire any Ordinary Shares, issued to employees, officers, consultants or directors of the Company pursuant to a stock option plan, stock purchase plan, or other equity incentive plan, in any case that is approved by at least 2/3 of the members of the Board (which majority must include the Series D Director, the Series B Director and the Series A Director); (ii) Equity Securities issued upon conversion of the Preference Shares; (iii) Equity Securities issued in connection with any share split, share dividend, combination, or similar transaction of the Company; (iv) Equity Securities issued in a Qualified IPO; (v) Equity Securities issued upon the conversion of any debenture, warrant, option, or other convertible securities outstanding prior to the issuance of the Series B Preference Shares; or (vi) any Equity Securities issued or allotted pursuant to Section 10.5.

"**Non-Exercising Holder**" has the meaning set forth in Section 7.3 hereof.

"**Non-Liquidation M&A**" means either (A) a merger or acquisition of the Company or any of its Subsidiaries in which the shareholders of the Company do not directly or indirectly own a majority of the outstanding shares of the surviving corporation or (B) a sale of all or substantially all of the assets of the Company or the assets of its Subsidiaries, in each case that implies a valuation on a fully-diluted basis of the Company of US$550,000,000 or higher.

"**OptAim Director**" has the meaning set forth in Section 9.1(i) hereof.

"**OptAim Subsidiaries**" means OptAim (HK) Limited, OptAim (Beijing) Information Technology Co., Ltd.(智云众（北京）信息技术有限公司), Beijing OptAim Network Technology Co., Ltd.(北京智云众网络科技有限公司), Zhiyunzhong (Shanghai) Technology Co., Ltd. (指匀众（上海）科技有限公司) and their successor(s).

"**Ordinary Directors**" has the meaning set forth in Section 9.1(i) hereof.

"**Ordinary Investor Ordinary Shares**" means the Bertelsmann Ordinary Shares and the SSG I Ordinary Shares.

"**Ordinary Investors**" means SSG I, Bertelsmann and BlueFocus, in their capacities as holders of Ordinary Shares.

"**Ordinary Share Equivalents**" means warrants, options and rights exercisable for Ordinary Shares and instruments convertible into or exchangeable for Ordinary Shares, including, without limitation, the Preference Shares.

"**Ordinary Shares**" means the Company's ordinary shares, par value US$0.001 per share.

"Overallotment Notice" has the meaning set forth in Section 7.3 hereof.

"**Parties**" has the meaning set forth in the preamble hereof.

"**Person**" means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

"**PRC**" means the People's Republic of China, but solely for the purposes of this Agreement and the other Transaction Documents, excluding the Hong Kong S.A.R., the Macau Special Administrative Region and the islands of Taiwan.

"**Preference Shares**" means, collectively, the Series E Preference Shares, the Series D Preference Shares, the Series C Preference Shares, the Series B Preference Shares and the Series A Preference Shares.

"**Principal Tribunal**" has the meaning set forth in Section 12.4(viii)(a) hereof.

"**Purchased Shares**" has the meaning set forth in the Series E SPA.

"**Qualified IPO**" means the first firm commitment underwritten registered public offering by the Company of its Ordinary Shares for its own account that results in such securities being listed or registered on NASDAQ Stock Exchange, New York Stock Exchange, Hong Kong Stock Exchange, Shenzhen Stock Exchange, Shanghai Stock Exchange or such other internationally recognized stock exchange approved in writing by SWHY, BlueFocus, Bertelsmann and the Holders of the majority outstanding Series A Preference Shares (i) with an offering price (net of underwriting commissions and expenses) that implies a market capitalization of the Company immediately prior to such offering of not less than US$600,000,000 (if on or prior to December 31, 2017) or US$650,000,000 (if on or after January 1, 2018); and (ii) which results in aggregate cash proceeds to the Company of not less than US$150,000,000 (or an equivalent amount thereof in another currency) prior to deduction of underwriting discounts, commissions and expenses, except that if such first firm commitment underwritten registered public offering by the Company is on NASDAQ or NYSE, then the aggregate cash proceeds to the Company resulting from such could be less than US$150,000,000 (or an equivalent amount thereof in another currency) prior to deduction of underwriting discounts, commissions and expenses. For the avoidance of doubt, the total amount of deduction in item (ii) shall not exceed US$30,000,000 unless otherwise approved by the Board of Directors including the affirmative consent of the Series D Director, the Series A Director and Series B Director.

"**Qualifying Ordinary Investor**" has the meaning set forth in Section 7.5 hereof.

"**Registrable Securities**" means (i) the Ordinary Shares issued or issuable to the Shareholders (ii) Ordinary Shares issued or issuable upon conversion of the Preference Shares, (iii) any Ordinary Shares owned or hereafter acquired by the Series A Investor, Series B Investors, Series C Investor, Series D Investor, Series E Investor or the Ordinary Investors, and (iv) any Ordinary Shares of the Company issued as a dividend or other distribution with respect to, in exchange for, or in replacement of, the shares referenced in (i), (ii) and (iii) herein, excluding in all cases, however, any of the foregoing sold by a Person in a transaction other than an assignment pursuant to Section 12.2. For purposes of this Agreement, Registrable Securities shall cease to be Registrable Securities when a Registration Statement covering such Registrable Securities has been declared or ordered effective under the Securities Act by the Commission whether or not such Registrable Securities have been disposed of pursuant to such effective Registration Statement.

"**Registration**" means a registration effected by preparing and filing a Registration Statement and the declaration or ordering of the effectiveness of that Registration Statement; and the terms "**Register**" and "**Registered**" have meanings concomitant with the foregoing.

"**Registration Statement**" means a registration statement prepared on Form F-1, F-2, F-3, S-1, S-2 or S-3 under the Securities Act (including, without limitation, Rule 415 under the Securities Act), or on any comparable form in connection with registration in a jurisdiction other than the United States.

"**Remaining Securities**" has the meaning set forth in Section 7.2 hereof.

"**Residual Amount**" has the meaning ascribed thereto in the Series D SPA.

"**Right of First Refusal & Co-Sale Agreement**" means the third amended and restated right of first refusal & co-sale agreement between the Company, the Series A Investor, the Series B Investors, the Series C Investor, the Series D Investor, the Series E Investor, the Founders, the Shareholders and the Principals, all as defined therein, to be entered into on or about the date hereof, as such may be amended and/or restated from time to time.

"**SAFE**" has the meaning set forth in Section 11.4(i) hereof.

"Second Notice" has the meaning set forth in Section 7.2 hereof.

"Second Remaining Securities" has the meaning set forth in Section 7.3 hereof.

"Second Pre-emptive Rights" has the meaning set forth in Section 7.2 hereof.

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Series A Director**" has the meaning set forth in Section 9.1(i) hereof.

"**Series A Investor**" has the meaning set forth in the preamble hereof.

"**Series A Preference Shares**" means the Series A redeemable convertible preferred shares of the Company, par value US$0.001 per share, with the rights and privileges as set forth in the Memorandum and Articles.

"**Series B Director**" has the meaning set forth in Section 9.1(i) hereof.

"**Series B Investor**" has the meaning set forth in the preamble hereof.

"**Series B Preference Shares**" means the Series B redeemable convertible preferred shares of the Company, par value US$0.001 per share, with the rights and privileges as set forth in the Memorandum and Articles.

"**Series B SPA**" means the Series B Preference Shares and Warrant Purchase Agreement dated February 21, 2011 between the Company, certain of the Founders, the Series A Investor and certain Series B Investors.

"**Series C Investor**" has the meaning set forth in the preamble hereof.

"**Series C Preference Shares**" means the Series C redeemable convertible preferred shares of the Company, par value US$0.001 per share, with the rights and privileges as set forth in the Memorandum and Articles.

"**Series C SPA**" means the Series C Preference Shares Subscription Agreement dated December 16, 2013 between the Company, certain of the Founders, the Series A Investor, Series B Investors and Series C Investor.

"**Series D Director**" has the meaning set forth in Section 9.1(i) hereof.

"**Series D Investor**" has the meaning set forth in the preamble hereof.

"**Series D Preference Shares**" means the Series D redeemable convertible preferred shares of the Company, par value US$0.001 per share, with the rights and privileges as set forth in the Memorandum and Articles.

"**Series D SPA**" means the Share Subscription Agreement dated December 16, 2014 between the Company, certain of the Founders, the Series D Investor and certain other parties thereto.

"**Series E Investor**" has the meaning set forth in the preamble hereof.

"**Series E Preference Shares**" means the Series E redeemable convertible preferred shares of the Company, par value US$0.001 per share, with the rights and privileges as set forth in the Memorandum and Articles.

"**Series E SPA**" has the meaning set forth in Recital A.

"**Shareholders**" has the meaning set forth in the preamble hereof.

"**Shares**" means the Ordinary Shares and the Preference Shares.

"SSG Director" has the meaning set forth in Section 9.1(i) hereof.

"**SSG I**" means SSG Capital Partners I, LP, a limited partnership registered in the Cayman Islands and its correspondence address in Hong Kong being c/o SSG Capital Management (HK) Limited, Suite 4203, 42/F, Gloucester Tower, 15 Queen's Road Central, Hong Kong.

"**SSG II**" means SSG Capital Partners II, LP, a limited partnership registered in the Cayman Islands and its correspondence address in Hong Kong being c/o SSG Capital Management (HK) Limited, Suite 6303, 63rd Floor, The Center, 99 Queen's Road Central, Hong Kong.

"**SSG I Ordinary Shares**" means the Ordinary Shares acquired by SSG pursuant to the Ordinary Shares Purchase Agreement dated January 26, 2011 (the "OSPA") entered into by and among the Company, SSG I, and certain of the Founders, as amended or restated from time to time.

"**Subsidiary**" means, with respect to any specified Person, any Person of which the specified Person, directly or indirectly, owns or Controls more than fifty percent (50%) of the issued share capital, voting interests or registered capital.

"**Sumitomo**" means Sumitomo Corporation Equity Asia Limited, a limited liability company, incorporated in the Hong Kong S.A.R.

"**SWHY**" means Shenwan Hongyuan Goldspring Fund I, a limited liability company incorporated in the Cayman Islands.

"Third Notice" has the meaning set forth in Section 7.3 hereof.

"**Third Pre-Emptive Holders**" has the meanings set forth in Section 7.3 hereof.

"Third Remaining Securities" has the meaning set forth in Section 7.4 hereof.

"**Transaction Documents**" means the Series B SPA, the Series C SPA, the Series D SPA, the Series E SPA, the Ancillary Agreements, the Memorandum and Articles and each of the agreements and other documents otherwise required in connection with implementing the transactions contemplated by any of the foregoing.

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

"**U.S. GAAP**" has the meaning set forth in Section 8.1(i) hereof.

"**U.S. Person**" means any person described in Section 7701(a)(30) of the Code.

"**Violation**" has the meaning set forth in Section 5.1(i) hereof.

"**Zaffre**" means Zaffre Investments, Inc., a company duly incorporated and existing under the laws of British Virgin Islands.

2. Demand Registration.

2.1 Registration Other Than on Form F-3 or Form S-3. Subject to the terms of this Agreement, at any time or from time to time after the first (1st) year anniversary of the closing of the Series D SPA, any Holder(s) that individually or jointly hold at least twenty-five percent (25%) of the then outstanding Registrable Securities of the Company may request in writing that the Company effect a Registration on NASDAQ Stock Exchange, New York Stock Exchange, Hong Kong Stock Exchange, Shenzhen Stock Exchange, Shanghai Stock Exchange or such other internationally recognized stock exchange that is reasonably acceptable to such requesting Holder. Upon receipt of such a request, the Company shall (x) promptly give written notice of the proposed Registration to all other Holders and (y) as soon as practicable, use its reasonable best efforts to cause the Registrable Securities specified in the request, together with any Registrable Securities of any Holder who requests in writing to join such Registration within fifteen (15) days after the Company's delivery of written notice, to be Registered and/or qualified for sale and distribution in such jurisdiction as the Initiating Holder may request. The Company shall be obligated to effect no more than three (3) Registrations pursuant to this Section 2.1 that have been declared and ordered effective; provided that if the sale of all of the Registrable Securities sought to be included pursuant to this Section 2.1 is not consummated 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 2.1.

2.2 Registration on Form F-3 or Form S-3. Subject to the terms of this Agreement, if the Company qualifies for registration on Form F-3 or Form S-3 (or any comparable form for Registration in a jurisdiction other than the United States), any Holder may request the Company to file, in any jurisdiction in which the Company has had a registered underwritten public offering, a Registration Statement on Form F-3 or Form S-3 (or any comparable form for Registration in a jurisdiction other than the United States), including without limitation any registration statement filed under the Securities Act providing for the registration of, and the sale on a continuous or a delayed basis by the Holders of, all of the Registrable Securities pursuant to Rule 415 under the Securities Act and/or any similar rule that may be adopted by the Commission. Upon receipt of such a request, the Company shall (i) promptly give written notice of the proposed Registration to all other Holders and (ii) as soon as practicable, use its reasonable best efforts to cause the Registrable Securities specified in the request, together with any Registrable Securities of any Holder who requests in writing to join such Registration within fifteen (15) days after the Company's delivery of written notice, to be Registered and qualified for sale and distribution in such jurisdiction. The Company shall be obligated to effect no more than two (2) Registrations that have been declared and ordered effective within any twelve (12)-month period pursuant to this Section 2.2; provided that if the sale of all of the Registrable Securities sought to be included pursuant to this Section 2.2 is not consummated 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 2.2.

2.3 Right of Deferral.

(i) The Company shall not be obligated to Register or qualify Registrable Securities pursuant to this Section 2:

(a) if, within ten (10) days of the receipt of any request of the Holders to Register any Registrable Securities under Section 2.1 or Section 2.2, the Company gives notice to the Initiating Holders of its bona fide intention to effect the filing for its own account of a Registration Statement pertaining to Ordinary Shares within sixty (60) days of receipt of that request; provided, that the Company is actively employing in good faith its reasonable best efforts to cause that Registration Statement to become effective within sixty (60) days of receipt of that request; provided, further, that the Holders are entitled to join such Registration subject to Section 3 (other than a registration of securities in a transaction under Rule 145 of the Securities Act or with respect to an employee benefit plan);

(b) during the period starting with the date of filing by the Company of, and ending six (6) months following the effective date of, any Registration Statement pertaining to Ordinary Shares of the Company; provided, that the Holders are entitled to join the Registration effected pursuant to such Registration Statement subject to Section 3 (other than a registration of securities in a transaction under Rule 145 of the Securities Act or with respect to an employee benefit plan); or

(c) in any jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such Registration or qualification, unless the Company is already subject to service of process in such jurisdiction.

(ii) If, after receiving a request from Holders pursuant to Section 2.1 or Section 2.2 hereof, the Company furnishes to the Holders a certificate signed by the chief executive officer of the Company stating that, in the good faith judgment of the Board, it would be materially detrimental to the Company or its members for a Registration Statement to be filed in the near future, then the Company shall have the right to defer such filing for the period during which such filing would be materially detrimental, provided, that the Company may not utilize this right and/or the deferral right contained in this clause (ii) for more than forty-five (45) days on any one occasion or for more than a total of ninety (90) days during any twelve (12) month period; provided, further, that the Company may not Register any other of its Securities during such period (except for Registrations contemplated by Section 3.4).

2.4 Underwritten Offerings. If, in connection with a request to Register Registrable Securities under Section 2.1 or Section 2.2, the Initiating Holders seek to distribute such Registrable Securities in an underwritten offering, they shall so advise the Company as a part of the request, and the Company shall include such information in the written notice to the other Holders described in Section 2.1 and Section 2.2. In such event, the right of any Holder to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such underwritten offering and the inclusion of such Holder's Registrable Securities in the underwritten offering (unless otherwise mutually agreed by a Majority-in-Interest of the Initiating Holders and such Holder, taken together) to the extent provided herein. All Holders proposing to distribute their securities through such underwritten offering shall enter into an underwriting agreement in customary form with the underwriter or underwriters of internationally recognized standing selected for such underwritten offering by the Company and reasonably acceptable to the holders of a majority of the voting power of all Registrable Securities proposed to be included in such Registration. Notwithstanding any other provision of this Agreement, if the managing underwriter advises the Company that marketing factors (including without limitation the aggregate number of securities requested to be Registered, the general condition of the market, and the status of the Persons proposing to sell securities pursuant to the Registration) require a limitation of the number of Registrable Securities to be underwritten in a Registration pursuant to Section 2.1 or Section 2.2, the underwriters may (i) if the offering is the Company's IPO, exclude from the underwritten offering all of the Registrable Securities (so long as the only securities included in such offering are those sold for the account of the Company), or (ii) otherwise exclude up to twenty-five percent (25%) of the Registrable Securities requested to be Registered but only after first excluding all other Equity Securities from the Registration and underwritten offering and so long as the number of shares to be included in the Registration on behalf of the non-excluded Holders is allocated among all Holders in proportion, as nearly as practicable, to the respective amounts of Registrable Securities requested by such Holders to be included. Any Registrable Securities excluded or withdrawn from such underwritten offering shall be withdrawn from the Registration. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to a Holder to the nearest one hundred (100) shares.

3. Piggyback Registrations.

3.1 Registration of the Company's Securities. Subject to the terms of this Agreement, if the Company proposes to Register for its own account any of its Equity Securities, or for the account of any holder (other than a Holder) of Equity Securities any of such holder's Equity Securities, in connection with the public offering of such securities (except as set forth in Section 3.4), the Company shall promptly give each Holder written notice of such Registration and, upon the written request of any Holder given within fifteen (15) days after delivery of such notice, the Company shall use its reasonable best efforts to include in such Registration any Registrable Securities thereby requested to be Registered by such Holder. If a Holder decides not to include all or any of its Registrable Securities in such Registration by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent Registration Statement or Registration Statements as may be filed by the Company, all upon the terms and subject to the conditions set forth herein.

3.2 Right to Terminate Registration. The Company shall have the right to terminate or withdraw any Registration initiated by it under Section 3.1 prior to the effectiveness of such Registration, whether or not any Holder has elected to participate therein. The expenses of such withdrawn Registration shall be borne by the Company in accordance with Section 4.3.

3.3 Underwriting Requirements.

(i) In connection with any offering involving an underwriting of the Company's Equity Securities, the Company shall not be required to Register the Registrable Securities of a Holder under this Section 3 unless such Holder's Registrable Securities are included in the underwritten offering and such Holder enters into an underwriting agreement in customary form with the underwriter or underwriters of internationally recognized standing selected by the Company and setting forth such terms for the underwritten offering as have been agreed upon between the Company and the underwriters. In the event the underwriters advise Holders seeking Registration of Registrable Securities pursuant to this Section 3 in writing that market factors (including the aggregate number of Registrable Securities requested to be Registered, the general condition of the market, and the status of the Persons proposing to sell securities pursuant to the Registration) require a limitation of the number of Registrable Securities to be underwritten, the underwriters may (i) if the offering is the Company's IPO, exclude all of the Registrable Securities (so long as the only securities included in such offering are those sold for the account of the Company and no securities of other selling shareholders are included), or (ii) otherwise exclude up to twenty-five percent (25%) of the Registrable Securities requested to be Registered but only after first excluding all other Equity Securities (except for securities sold for the account of the Company) from the Registration and underwriting and so long as the Registrable Securities to be included in such Registration on behalf of any non-excluded Holders are allocated among all Holders in proportion, as nearly as practicable, to the respective amounts of Registrable Securities requested by such Holders to be included. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to a Holder to the nearest one hundred (100) shares.

(ii) If any Holder disapproves of the terms of any underwriting, the Holder may elect to withdraw therefrom by written notice to the Company and the underwriters delivered at least ten (10) days prior to the effective date of the Registration Statement. Any Registrable Securities excluded or withdrawn from the underwritten offering shall be withdrawn from the Registration. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any Registration proceeding begun pursuant to Section 2.1 or Section 2.2 if the Registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all participating Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless such withdrawal is due to an action or inaction of the Company or an event outside of the reasonable control of such Holders.

3.4 Exempt Transactions. The Company shall have no obligation to Register any Registrable Securities under this Section 3 in connection with a Registration by the Company (i) relating solely to the sale of securities to participants in a Company share plan; (ii) relating to a corporate reorganization or other transaction under Rule 145 of the Securities Act (or comparable provision under the Laws of another jurisdiction, as applicable); (iii) on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) relating to a registration in which the only Ordinary Shares being registered are Ordinary Shares issuable upon conversion of debt securities that are also being registered.

4. Registration Procedures.

4.1 Registration Procedures and Obligations. If as a result of any action, proposed action or request by a Holder, the Company is required to Register any Registrable Securities held by the Holders under the Securities Act with the Commission, the Company shall, as expeditiously as reasonably possible:

(i) Prepare and file with the Commission a Registration Statement with respect to those Registrable Securities and use its reasonable best efforts to cause that Registration Statement to become effective, and, upon the request of the Holders holding a majority of the Registrable Securities Registered thereunder, keep the Registration Statement effective for up to one hundred and eighty (180) days or, if earlier, until the distribution thereunder has been completed; provided, however, that (a) such one hundred and eighty (180) day period shall be extended for a period of time equal to the period any Holder refrains from selling any Registrable Securities included in such Registration at the written request of the underwriter(s) for such Registration, and (b) in the case of any Registration of Registrable Securities on Form F-3 or Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable rules promulgated by the Commission, such one hundred and eighty (180) day period shall be extended, if necessary, to keep the Registration Statement or such comparable form, as the case may be, effective until all such Registrable Securities are sold;

(ii) Prepare and file with the Commission amendments and supplements to that Registration Statement and the prospectus used in connection with the Registration Statement as may be necessary to comply with the provisions of Applicable Securities Laws with respect to the disposition of all securities covered by the Registration Statement;

(iii) Furnish to the Holders the number of copies of a prospectus, including a preliminary prospectus, required by Applicable Securities Laws, and any other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(iv) Use its reasonable best efforts to Register and qualify the securities covered by the Registration Statement under the securities Laws of any jurisdiction, as reasonably requested by the Holders, provided, that the Company shall not be required to qualify to do business or file a general consent to service of process in any such jurisdiction;

(v) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in customary form, with the managing underwriter(s) of the offering;

(vi) Promptly notify each Holder of Registrable Securities covered by the Registration Statement at any time when a prospectus relating thereto is required to be delivered under Applicable Securities Laws of (a) the issuance of any stop order by the Commission, or (b) the happening of any event or the existence of any condition as a result of which any prospectus included in the Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made, or if in the opinion of counsel for the Company it is necessary to supplement or amend such prospectus to comply with law, and at the request of any such Holder promptly prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made or such prospectus, as supplemented or amended, shall comply with law;

(vii) Furnish, at the request of any Holder requesting Registration of Registrable Securities pursuant to this Agreement, on the date that such Registrable Securities are delivered for sale in connection with a Registration pursuant to this Agreement, (i) an opinion, dated the date of the sale, of the counsel representing the Company for the purposes of the Registration, in form and substance as is customarily given to underwriters in an underwritten public offering; and (ii) a comfort letter dated the date of the sale, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters;

(viii) Otherwise comply with all applicable rules and regulations of the Commission to the extent applicable to the applicable registration statement and use its reasonable best efforts to make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earnings statement satisfying the provisions of Section 11(a) of the Act, no later than forty-five (45) days after the end of a twelve (12) month period (or ninety (90) days, if such period is a fiscal year) beginning with the first month of the Company's first fiscal quarter commencing after the effective date of such registration statement, which statement shall cover such twelve (12) month period, subject to any proper and necessary extensions;

(ix) Not, without the prior consent of the holders of at least a majority of voting power of the then outstanding Registrable Securities, make any offer relating to the Securities that would constitute a "free writing prospectus," as defined in Rule 405 promulgated under the Act;

(x) Provide a transfer agent and registrar for all Registrable Securities Registered pursuant to the Registration Statement and, where applicable, a number assigned by the Committee on Uniform Securities Identification Procedures for all those Registrable Securities, in each case not later than the effective date of the Registration; and

(xi) Take all reasonable action necessary to list the Registrable Securities on the primary exchange on which the Company's securities are then traded or in connection with a Qualified IPO, the primary exchange on which the Company's securities will be traded.

4.2 Information from Holder. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be required to effect the Registration of such Holder's Registrable Securities.

4.3 Expenses of Registration. Save as provided in Section 3.3(ii) hereof, all expenses, other than the underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to this Agreement (which shall be borne by the Holders requesting Registration on a pro rata basis in proportion to their respective numbers of Registrable Securities sold in such Registration), incurred in connection with Registrations, filings or qualifications pursuant to this Agreement, including (without limitation) all Registration, filing and qualification fees, printers' and accounting fees, professional fees and disbursements of counsel for the Company and reasonable fees and disbursement of one counsel for all selling Holders, shall be borne by the Company.

5. Registration-Related Indemnification.

5.1 Company Indemnity.

(i) To the maximum extent permitted by Law, the Company will indemnify and hold harmless each Holder, such Holder's partners, officers, directors, shareholders, legal counsel and accountants, any underwriter (as defined in the Securities Act) and each Person, if any, who controls (as defined in the Securities Act) such Holder or underwriter, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under Laws which are applicable to the Company and relate to action or inaction required of the Company in connection with any Registration, qualification, or compliance, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (each a "**Violation**"): (a) any untrue of a material fact contained in such Registration Statement, on the effective date thereof (including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto), (b) the omission to state in the Registration Statement, on the effective date thereof (including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto), a material fact required to be stated therein or necessary to make the statements therein not misleading, or (c) any violation by the Company of Applicable Securities Laws, or any rule or regulation promulgated under Applicable Securities Laws. The Company will reimburse each such Holder, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action.

(ii) The indemnity agreement contained in this Section 5.1 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld or delayed), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises solely out of or is solely based upon a Violation that occurs in reliance upon and in conformity with written information furnished for use in connection with such Registration by any such Holder, underwriter or controlling person. Further, the foregoing indemnity agreement with respect to any preliminary prospectus shall not inure to the benefit of any Holder or other aforementioned person, or any person controlling such Holder, from whom the person asserting any such losses, claims, damages or liabilities purchased shares in the offering, if a copy of the most current prospectus was not sent or given by or on behalf of such Holder or other aforementioned person to such person, if required by law to have been so delivered, at or prior to the written confirmation of the sale of the shares to such person, and if the prospectus (as so amended or supplemented) would have cured the defect giving rise to such loss, claim, damage or liability.

5.2 Holder Indemnity.

(i) To the maximum extent permitted by Law, each selling Holder that has included Registrable Securities in a Registration will, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, legal counsel and accountants, any underwriter, any other Holder selling securities in connection with such Registration and each Person, if any, who controls (within the meaning of the Securities Act) the Company, such underwriter or other Holder, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject, under Applicable Securities Laws, or any rule or regulation promulgated under Applicable Securities Laws, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder for use in connection with such Registration; and each such Holder will reimburse any Person intended to be indemnified pursuant to this Section 5.2, for any legal or other expenses reasonably incurred by such Person in connection with investigating or defending any such loss, claim, damage, liability or action.

(ii) The indemnity contained in this Section 5.2 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld or delayed).

5.3 Notice of Indemnification Claim. Promptly after receipt by an indemnified party under Section 5.1 or Section 5.2 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under Section 5.1 or Section 5.2, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the indemnifying parties. An indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the reasonably incurred fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party, to the extent so prejudiced, of any liability to the indemnified party under this Section 5, but the omission to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 5.

5.4 Contribution. If any indemnification provided for in Section 5.1 or Section 5.2 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other, in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

5.5 Underwriting Agreement. To the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

5.6 Survival. The obligations of the Company and Holders under this Section 5 shall survive the completion of any offering of Registrable Securities in a Registration Statement under this Agreement.

6. Additional Registration-Related Undertakings.

6.1 Reports under the Exchange Act. Where necessary and with a view to making available to the Holders the benefits of Rule 144 promulgated under the Securities Act and any comparable provision of any Applicable Securities Laws that may at any time permit a Holder to sell securities of the Company to the public without Registration or pursuant to a Registration on Form F-3 or Form S-3 (or any comparable form in a jurisdiction other than the United States), the Company agrees to:

(i) make and keep public information available, as those terms are understood and defined in Rule 144 (or comparable provision, if any, under Applicable Securities Laws in any jurisdiction where the Company's securities are listed), at all times following ninety (90) days after the effective date of the first Registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(ii) file with the Commission in a timely manner all reports and other documents required of the Company under all Applicable Securities Laws; and

(iii) at any time following ninety (90) days after the effective date of the first Registration under the Securities Act filed by the Company for an offering of its securities to the general public by the Company, promptly furnish to any Holder holding Registrable Securities, upon request (a) a written statement by the Company that it has complied with the reporting requirements of all Applicable Securities Laws at any time after it has become subject to such reporting requirements or, at any time after so qualified, that it qualifies as a registrant whose securities may be resold pursuant to Form F-3 or Form S-3 (or any form comparable thereto under Applicable Securities Laws of any jurisdiction where the Company's securities are listed), (b) a copy of the most recent annual or quarterly report of the Company and such other reports and documents as filed by the Company with the Commission, and (c) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the Commission, that permits the selling of any such securities without Registration or pursuant to Form F-3 or Form S-3 (or any form comparable thereto under Applicable Securities Laws of any jurisdiction where the Company's Securities are listed).

6.2 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of holders of at least a majority of the voting power of the then outstanding Registrable Securities held by all Holders, enter into any agreement with any holder or prospective holder of any Equity Securities of the Company that would allow such holder or prospective holder (i) to include such Equity Securities in any Registration filed under Section 2 or Section 3, unless under the terms of such agreement such holder or prospective holder may include such Equity Securities in any such Registration only to the extent that the inclusion of such Equity Securities will not reduce the amount of the Registrable Securities of the Holders that are included, (ii) to demand Registration of their Equity Securities, or (iii) cause the Company to include such Equity Securities in any Registration filed under Section 2 or Section 3 hereof on a basis pari passu with or more favorable to such holder or prospective holder than is provided to the Holders of Registrable Securities.

6.3 "Market Stand-Off" Agreement. Each holder of Shares agrees, if so required by the managing underwriter(s), that it will not during the period commencing on the date of the final prospectus relating to the Company's IPO and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred and eighty (180) days from the date of such final prospectus) (i) lend, offer, pledge, hypothecate, hedge, sell, make any short sale of, loan, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Equity Securities (other than those included in such offering) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Equity Securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Equity Securities or such other securities, in cash or otherwise; provided, that (x) all directors, officers and all other holders of at least one percent (1%) of the outstanding share capital of the Company must be bound by restrictions at least as restrictive as those applicable to any such holder pursuant to this Section 6.3, (y) this Section 6.3 shall not apply to the extent that any other members of the Company subject to substantially similar restrictions are released, and (z) the lockup agreements shall permit such holders to transfer their Registrable Securities to their respective Affiliates so long as the transferee enters into the same lockup agreement. The underwriters in connection with the Company's IPO are intended third party beneficiaries of this Section 6.3 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. In order to enforce the foregoing covenant, the Company may place restrictive legends on the certificates and impose stop-transfer instructions with respect to the Registrable Securities of each shareholder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period.

6.4 Termination of Registration Rights. This section shall only have application if the Company's Shares are listed on a U.S. stock exchange. The registration rights set forth in Section 2 and Section 3 of this Agreement shall terminate on the later of (i) the date that is five (5) years from the date of closing of a Qualified IPO and (ii) with respect to any Holder, the date on which such Holder may sell all of such Holder's Registrable Securities under Rule 144 of the Securities Act in any ninety (90)-day period.

6.5 Exercise of Preference Shares. Notwithstanding anything to the contrary provided in this Agreement, the Company shall have no obligation to Register Registrable Securities which, if constituting Ordinary Share Equivalents, have not been exercised, converted or exchanged, as applicable, for Ordinary Shares.

7. Preemptive Right.

7.1 Issuance Notice. In the event the Company proposes to undertake an issuance of New Securities, it shall give Series E Investor a written notice (an "**Issuance Notice**") of such intention, describing (i) the type of New Securities, (ii) the identity of the prospective transferee, and (iii) the price and the general terms upon which the Company proposes to issue the same. Series E Investor shall have thirty (30) days after the receipt of the Issuance Notice to agree to purchase all or a portion of such New Securities for the price and upon the terms specified in the Issuance Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased ("**First Pre-emptive Rights**").

7.2 Second Notice. If Series E Investor fails to exercise its First Pre-emptive Rights to purchase all of the New Securities specified in the Issuance Notice, the Company shall, within five (5) days after the expiration of the thirty (30) day period described in the Issuance Notice, deliver a written notice ("**Second Notice**") specifying the aggregate number of New Securities that remain unpurchased by Series E Investor following the procedures set out in Section 7.1 (the "**Remaining Securities**") to Series D Investor who shall have a right to purchase all or a portion of the Remaining Securities by notifying the Company in writing within thirty (30) days after receipt of the Second Notice from the Company ("**Second Pre-emptive Rights**").

7.3 If Series D Investor fails to exercise its Second Pre-emptive Rights to purchase all Remaining Securities, the Company shall, within five (5) days after the expiration of the thirty (30) day period described in the Second Notice, deliver a written notice ("**Third Notice**") specifying the number of Remaining Securities that remain unpurchased by Series D Investor following the procedures set out in Section 7.2 (the "**Second Remaining Securities**") to each holder of Series A Preference Shares and Series B Preference Shares ("**Third Pre-emptive Holders**") who shall have a right to purchase up to such Third Pre-emptive Holder's Pro-Rata Share (and any overallotment, as provided below in Section 7.4) of any Second Remaining Securities by giving written notice to the Company within ten (10) days after the receipt of the Third Notice. Each Third Pre-emptive Holder's "Pro-Rata Share" for purposes of this Sections 7.3 and 7.4 shall be equal to the Second Remaining Securities multiplied by a fraction, the numerator of which shall be the aggregate number of Ordinary Shares held by such Third Pre-emptive Holder (on a fully diluted and as converted basis) and the denominator of which shall be the total number of Ordinary Shares held by all of the Third Pre-emptive Holders (on a fully diluted and as converted basis), on the date of the Third Notice.

7.4 Overallotment. If any Third Pre-emptive Holder fails to exercise its right to purchase its full Pro Rata Share of any Second Remaining Securities (each, a "**Non-Exercising Holder**"), the Company shall, within five (5) days after the expiration of the ten (10) day period described in the Third Notice, deliver a written notice ("**Overallotment Notice**") specifying the aggregate number of unpurchased Second Remaining Securities that were eligible for purchase by all Non-Exercising Holders (the "**Third Remaining Securities**") to each Third Pre-emptive Holder that exercised its right to purchase its full Pro Rata Share of the Second Remaining Securities (each, an "**Exercising Holder**"). Each Exercising Holder shall have a right of overallotment, and may exercise an additional right to purchase the Third Remaining Securities by notifying the Company in writing within ten (10) days after receipt of the Overallotment Notice; provided, however, that if the Exercising Holders desire to purchase in aggregate more than the total number of Third Remaining Securities, then the Third Remaining Securities will be allocated to the extent necessary among such Exercising Holders in accordance with their relative Pro Rata Shares.

7.5 Fourth Notice. Within five (5) days after the expiration of the ten (10) day period described in the Third Notice or the Overallotment Notice, as applicable, the Company shall deliver a written notice ("**Fourth Notice**") specifying the aggregate number of Third Remaining Securities that remain unpurchased by the Third Pre-emptive Holders following the procedures set out in Section 7.3 and Section 7.4 (the "**Fourth Remaining Securities**") to Series C Investor who shall have a right to purchase all or a portion of the Fourth Remaining Securities by notifying the Company in writing within ten (10) days after receipt of the Fourth Notice from the Company.

7.6 Fifth Notice. Within five (5) days after the expiration of the ten (10) day period described in the Fourth Notice, the Company shall deliver a written notice ("**Fifth Notice**") specifying the aggregate number of Fourth Remaining Securities that remain unpurchased by Series C Investor following the procedures set out in Section 7.5 (the "**Fifth Remaining Securities**") to the Ordinary Investors (other than any Ordinary Investor who is also the Series D Investor or a Third Pre-emptive Holder) who shall have a right to purchase the Fifth Remaining Securities ("**Qualifying Ordinary Investor**"), and each Qualifying Ordinary Investor may exercise its right to purchase the Fifth Remaining Securities on a pro-rata basis (based on the aggregate number of Ordinary Shares held by such Qualifying Ordinary Investor (on a fully diluted and as converted basis) in relation to the total number of Ordinary Shares held by all Qualifying Ordinary Investors (on a fully diluted and as converted basis) on the date of the Fifth Notice by notifying the Company in writing within ten (10) days after receipt of the Fifth Notice from the Company.

7.7 Sales by the Company. Within a period of ninety (90) days following the expiration of the last of ten (10) day period as described in the Fifth Notice, the Company may sell any New Securities with respect to which the Series E Investor's, the Series D Investor's, the Third Pre-emptive Holders', the Series C Investor's and the Ordinary Investors' rights under this Section 7 were not exercised, to the purchasers identified in the Issuance Notice and at a price and upon terms not more favorable to the purchasers thereof than specified in the Issuance Notice. In the event the Company has not sold such New Securities within such ninety (90) day period, the Company shall not thereafter issue or sell any New Securities, without first again offering such securities to the Series E Investor, the Series D Investor, the Third Pre-emptive Holders, the Series C Investor and the Ordinary Investors in the manner provided in this Section 7.

7.8 Termination of Preemptive Rights. The preemptive rights in this Section 7 shall terminate on the earlier of (i) the closing of the Qualified IPO, (ii) the consummation of a Liquidating Transaction and (iii) the consummation of a Non-Liquidation M&A.

7.9 Nothing in this Section 7 shall give any holder of Ordinary Share that is not an Ordinary Investor any preemptive rights over the New Securities.

8. Information and Inspection Rights.

8.1 Delivery of Financial Statements. For so long as SWHY, BlueFocus, Bertelsmann, Sumitomo, SSG I, SSG II and Igomax hold Shares in the issued capital of the Company they shall be entitled to the following documents or reports:

(i) within one hundred and twenty (120) days after the end of each fiscal year of the Company, a consolidated income statement and statement of cash flows for the Company for such fiscal year and a consolidated balance sheet for the Company as of the end of the fiscal year, audited and certified by an accredited accounting firm approved by the Board, and a management report including a comparison of the financial results of such fiscal year with the corresponding annual budget (a "**Management Report**"), all prepared in accordance with U.S. Generally Accepted Accounting Principles ("**U.S. GAAP**"), consistently applied throughout the period (except for year-end adjustments and except for the absence of notes);

(ii) within thirty (30) days after the end of each quarter, the unaudited consolidated income statement and statement of cash flows for the Company for such quarter and a consolidated balance sheet for the Company as of the end of the quarter, and a Management Report (based on the corresponding quarterly budget), all prepared in accordance with U.S. GAAP;

(iii) within thirty (30) days of the end of each month, a consolidated unaudited income statement and statement of cash flows for such month and a consolidated balance sheet for the Company as of the end of such month, and a Management Report (based on the corresponding monthly budget), all prepared in accordance with U.S. GAAP;

(iv) copies of all documents or other information sent to all other shareholders and any reports publicly filed by the Company with any relevant securities exchange, regulatory authority or governmental agency, no later than five (5) days after such documents or information are filed by the Company;

(v) as soon as practicable, but in any event at least thirty (30) days prior to the end of each fiscal year, an annual budget and business plan for the succeeding fiscal year for the Group Companies, setting forth for each month during such succeeding fiscal year projected revenues, profits, operating expenses and cash position, and certified by the chief financial officer of the Company;

(vi) as soon as practicable, but in any event within fifteen (15) days after the end of each quarter, updated and detailed capitalization tables of each Group Company as of the end of such quarter, certified by the chief financial officer or financial controller of the Company; and

(vii) as soon as practicable, any other information reasonably requested by any such holder.

8.2 Inspection. The Company shall permit SWHY, BlueFocus, Bertelsmann, Sumitomo, SSG I , SSG II and Igomax, at their own expense, during normal business hours following not less than seven (7) business days prior written notice, to visit and inspect the Company, its Subsidiaries, any of the properties of the Company or its Subsidiaries, and to examine the books of account and records of the Company and its Subsidiaries, and to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the directors, officers, management employees, accountants, legal counsel and investment bankers of such entities. SWHY, BlueFocus, Bertelsmann, Sumitomo, SSG I ,SSG II and Igomax, as the case may be, shall protect and keep confidential all confidential information of the Company obtained in exercising its inspection rights under this Section 8.2 except to the extent that (i) disclosure is required in accordance with applicable Law, (ii) information becomes publicly available other than due to breach of this obligation by either of SWHY, BlueFocus, Bertelsmann, Sumitomo, SSG I , SSG II or Igomax, or (iii) the holder obtains information independent of its exercise of its inspection rights under this Section 8.2 from sources which are not in breach of any confidentiality agreement(s).

8.3 Termination of Information and Inspection Rights. The rights and covenants set forth in:

(A) Section 8.1 shall terminate and be of no further force or effect upon the earlier occurrence of (i) the closing of the Qualified IPO, (ii) the consummation of a Liquidating Transaction or (iii) the consummation of a Non-Liquidation M&A.

(B) Section 8.2 shall terminate and be of no further force or effect upon the earlier occurrence of (i) the closing of the Qualified IPO or (ii) the consummation of a Liquidating Transaction or (iii) the consummation of a Non-Liquidation M&A or (iv) (in respect of BlueFocus only) BlueFocus holding less than 161,767 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), (in respect of Bertelsmann only) Bertelsmann holding less than 112,200 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), (in respect of Sumitomo only) Sumitomo holding less than 109,407 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), (in respect of SSG I only) SSG I holding less than 58,776 SSG Ordinary Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events) and (in respect of SSG II only) SSG II holding less than 79,959 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events).

9. Election of Directors.

9.1 Board of Directors and Observers; Voting Agreement.

(i) From and after the date hereof, the Company shall have a Board consisting of six (6) directors, of which, (a) for so long as it continues to hold no less than 808,835 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), BlueFocus shall have the right but not the obligation to designate one (1) Director ("**Series D Director**"); (b) for so long as it continues to hold no less than 448,801 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), Bertelsmann shall have the right but not the obligation to designate one (1) Director (the "**Series B Director**"); (c) for so long as it continue to hold no less than 437,629 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), Sumitomo shall have the right but not the obligation to designate one (1) Director (the "**Series A Director**"); (d) the holders of a majority of the then outstanding Ordinary Shares (excluding any Ordinary Shares issued or issuable upon conversion of Preference Shares), voting separately as a single class, have the right but not the obligation to designate three (3) Directors (the "**Ordinary Directors**"), of which, for so long as either (x) SSG I holds all the SSG I Ordinary Shares (as adjusted for share dividends, splits, combinations, recapitalisations or similar events) or (y) SSG II or its Affiliates, in the aggregate, hold no less than 399,796 Series C Preference Shares (as adjusted for share dividends, splits, combinations, recapitalisations or similar events), SSG I and SSG II shall have the collective right to designate one (1) out of the three (3) Ordinary Directors (the "**SSG Director**"); and notwithstanding any other provision in this Agreement, for so long as Igomax continues to hold no less than 5% of the Igomax Shares (as adjusted for share dividends, splits, combinations, recapitalisations or similar events), (x) Igomax shall have the right but not the obligation to designate one (1) out of the three (3) Ordinary Directors (the "**OptAim Director**"), and (y) the OptAim Director shall not be removed without the prior written consent of Igomax. Subject to applicable law and listing rules, the right to appoint the OptAim Director by Igomax shall survive the closing of a Qualified IPO.

(ii) At each election of the directors of the Board, each holder of Shares shall vote at any meeting of members of the Company, such number of Shares as may be necessary, or in lieu of any such meeting, shall give such holder's written consent, as the case may be, with respect to such number of Shares to keep the size of the Board at six (6) directors and in addition (a) as may be necessary to cause the election or re-election as members of the Board, and during such period to continue in office, each of the individuals designated pursuant to this Section 9.1 and (b) against any nominees not designated pursuant to this Section 9.1. The Series A Director shall initially be Mr. Genichiro Higaki, the Series B Director shall initially be Annabelle Long, the Series D Director shall initially be Anmin Pan, the Ordinary Shares Directors shall initially be Mr. Hsieh, Wing Hong Sammy, Mr. Antares Au (who shall be the initial SSG Director) and Mr. Ng, Yau Ping, and the OptAim Director shall initially be TANG, Jian. Notwithstanding anything to the contrary in this Agreement, and without limiting any of the rights of the Parties hereto, each of the Parties acknowledges that the Chairman and chief executive officer of the Company and each Group Company shall initially be Mr. Hsieh, Wing Hong Sammy, and the general manager of the Company shall be appointed by the Founders and confirmed by the Board.

(iii) Any Person or group of Persons entitled to designate any individual to be elected as a director of the Board pursuant to this Section 9.1 shall have the right to remove any such director occupying such position and to fill any vacancy caused by the death, disability, retirement, resignation or removal of any director occupying such position. Each holder of Shares agrees to always vote such holder's respective Shares in support of the principle that a director to the Board designated pursuant to this Section 9.1 shall be removed from the Board with or without cause only upon the vote or written consent of the shareholders entitled to designate such director pursuant to Section 9.1, and each such holder further agrees not to seek, vote for or otherwise effect the removal with or without cause of any such director without such vote or written consent. If a vacancy is created on the Board at any time by the death, disability, retirement, resignation or removal of any director designated pursuant to Section 9.1, the replacement to fill such vacancy shall be designated in the same manner, in accordance with Section 9.1, as the director whose seat was vacated.

(iv) Any director not elected in the manner provided in sub-paragraphs (i), (ii), or (iii) shall be elected by the members of the Company at a general meeting, with holders of Preference Shares and Ordinary Shares voting together on an as-converted basis and not as separate classes.

(v) For so long as (a) Bertelsmann holds no less than 448,801 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), (b) Sumitomo hold no less than 437,629 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), (c) SSG I holds all of the SSG I Ordinary Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events) or SSG II or any Person that, directly or indirectly, Controls, is Controlled by or is under common Control with SSG II, in the aggregate, hold no less than 399,796 Series C Preference Shares (as adjusted for share dividends, splits, combinations, recapitalisations or similar events), (iv) BlueFocus holds no less than 808,835 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), and (v) SWHY holds any Shares, each of (i) Bertelsmann, (ii) Sumitomo, (iii) SSG I or SSG II (but not both of them) and (iv) BlueFocus, and (v) SWHY shall be entitled to designate one (1) observer to attend all meetings and receive all notices and materials of the Board or of any committee of the Board in a non-voting observer capacity.

9.2 Alternates. Subject to applicable Law, each of the Series D Director, the Series B Director, the Series A Director and the SSG Director shall be entitled to appoint an alternate to serve at any Board meeting, and such alternate shall be permitted to attend all Board meetings and vote on behalf of the director for whom she or he is serving as an alternate.

9.3 Establishment of Audit Committee. Unless already established, the Company shall promptly establish and maintain an Audit Committee consisting of four (4) directors, none of whom shall be an employee of the Company or any of its Subsidiaries (the "**Audit Committee**"). Each of (i) the Series A Investor (as a group), (ii) the Series B Investors (as a group), (iii) the Series C Investor and SSG I (as a group) and (iv) the Series D Investor shall have the right, but not the obligation, to designate one (1) director each as a member of each and every committee of the Board, including without limitation the Audit Committee provided that such Investor(s) has the rights to appoint a director in accordance with Section 9.1. The Audit Committee shall select the auditors of the Company and approve the scope of the Company's annual audit, and shall have such other powers and authorities as the Board shall delegate to it.

9.4 D&O Insurance. At any time prior to the closing of any Liquidating Transaction or Qualified IPO, the Company shall, upon request of the Series D Director, the Series A Director, the Series B Director or the SSG Director, purchase, and thereafter shall maintain, directors' and officers' insurance on commercially reasonable and customary terms approved by a majority of the Board, including the Series D Director, the Series B Director, the Series A Director and the SSG Director, in relation to any person who is or was a director or an officer of the Company, or who at the request of the Company is or was serving as a director or an officer 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. The Memorandum and Articles shall at all times provide that the Company shall indemnify the members of the Board to the maximum extent permitted by the Law of the jurisdiction in which the Company is organized.

9.5 Amendment. So long as a Person, or group of Persons, holds the requisite number of Shares to be entitled to designate a director under Section 9.1(i), the right of such Person or group of Persons to designate a director under Section 9.1(i) may not be amended or waived (either generally or in a particular instance and either retroactively or prospectively) without the written consent of such Person, or the holders of a majority of the voting power of such group of Persons, respectively.

9.6 Board Meetings. The Company shall hold no less than one (1) Board meeting during each fiscal quarter unless otherwise approved by 2/3 of the members of the Board, including the Series D Director, the Series A Director and Series B Director. A quorum for a Board meeting shall consist of four (4) directors, including the Series A Director, the Series B Director, the Series D Director and the SSG Director. If the Series D Director, the SSG Director, Series A Director or the Series B Director is not present within half an hour from the time appointed for the meeting or if during such a meeting a quorum ceases to be present, the meeting shall be adjourned for 48 hours later to the same time and place or to such other day, time or such other place as the Directors present may determine, and if at the adjourned meeting, the Series D Director, the SSG Director, the Series A Director or the Series B Director is not present within half an hour from the time scheduled for the adjourned meeting, the Directors present shall form the quorum. The Company shall promptly reimburse each member of the Board of Directors that participates in or attends Board and/or committee meetings for all reasonable, documented expenses incurred in connection with such participation or attendance, including without limitation round-trip travel and lodging and/or long-distance telephone charges. Notices and agenda of every meeting of the Board shall be given in accordance with Article 29.5 of the Memorandum and Articles.

9.7 Covenants. The Company agrees to use its reasonable best efforts to ensure that the rights granted hereunder are effective and that the Parties hereto enjoy the benefits thereof. Such actions include, without limitation, the use of the Company's reasonable best efforts to cause the nomination and election of the directors as provided above. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be performed hereunder by the Company, and the Company will at all times in good faith assist and take action as appropriate in the carrying out of all of the provisions of this Agreement. Each holder of Shares agrees that it shall not enter into any other agreements or arrangements of any kind with respect to the voting of any Shares or deposit any Shares in a voting trust or other similar arrangement.

9.8 Termination. This Section 9 shall terminate on the earlier of (i) the closing of the Qualified IPO, (ii) the consummation of a Liquidating Transaction and (iii) the consummation of a Non-Liquidation M&A.

10. Protective Provisions

10.1 Approval of Series A Preference Shares, Series B Preference Shares, Series D Preference Shares. For so long as Bertelsmann, Sumitomo and BlueFocus respectively holds no less than 448,801 Shares, 437,629 Shares and 808,835 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), in addition to any other vote or consent required elsewhere in the Memorandum and Articles or by applicable Law, the Company shall not, and Members of the Company shall procure that the Company and each of its Subsidiaries shall not (directly or by amendment, merger, consolidation, amalgamation, scheme of arrangement or otherwise) take any of the following actions (other than those in connection with a Non-Liquidation M&A) without the prior vote or written consent of the holders of at least 50% of the then outstanding Series D Preference Shares, the holders of at least 50% of the then outstanding Series B Preference Shares and the holders of at least 50% of the then outstanding Series A Preference Shares, each voting separately as a single class.

(a) to liquidate, dissolve or wind up the affairs of the Company, or effect any Liquidating Transaction;

(b) to amend, alter, or repeal any provision of the Memorandum and Articles;

(c) to create or authorize the creation of or issue any other security convertible into or exercisable for any equity security, having rights, preferences or privileges senior to or on parity with the Series A Preference Shares, the Series B Preference Shares or the Series D Preference Shares, or increase the authorized number of shares of the Series A Preference Shares, the Series B Preference Shares or the Series D Preference Shares or do any act which has the effect of diluting or reducing the effective shareholding of the holders of the Series A Preference Shares, the Series B Preference Shares or the Series D Preference Shares, provided that, no vote or written consent under this Section shall be required from the Holders of Series D Shares before the Company may enforce any paramount lien on, make a call on or forfeit any Shares held by BlueFocus representing the unpaid Residual Amount (if any) in accordance with in the Memorandum and Articles after July 1, 2015;

(d) to create, or issue of any debenture or any obligation convertible into, any securities convertible into, any option to purchase or subscribe for, or warrants exercisable for, Shares of the Company (other than grant stock options to employees or consultant as ESOP pursuant to this Agreement);

(e) to purchase or redeem or pay any dividend on any capital stock prior to the Series A Preference Shares, the Series B Preference Shares or the Series D Preference Shares (other than stock repurchased from former employees or consultants in connection with the cessation of their employment/services, at the lower of fair market value or cost), provided that, no vote or written consent under this Section shall be required from the Holders of Series D Shares before the Company may enforce any paramount lien on, make a call on or forfeit any Shares held by BlueFocus representing the unpaid Residual Amount (if any) in accordance with the Memorandum and Articles after July 1, 2015;

(f) to create or authorize the creation of any debt security (other than equipment leases or bank lines of credit) unless such debt security has received the prior approval of the Board, including the approval of the Series A Director, the Series B Director and the Series D Director;

(g) to increase or decrease the size of the Board;

(h) to approve any change in the business scope or activities of the Company;

(i) to take actions subject to other protective provisions to be set forth in the definitive agreements in connection with the Series A financing, the Series B financing or the Series D financing;

(j) to approve and change any compensation package of the management of the Company, including but not limited to the chief executive officer, general manager, and any other key employee; and

(k) to agree or undertake to do any of the foregoing.

10.1A Approval of Series C Preference Shares. For so long as SSG II holds no less than 399,796 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), in addition to any other vote or consent required elsewhere in the Memorandum and Articles or by applicable Law, the Company shall not, and Members of the Company shall procure that the Company and each of its Subsidiaries shall not take any of the following actions (other than those in connection with an Non-Liquidation M&A) without the prior vote or written consent of the holders of at least 50% of the then outstanding Series C Preference Shares:

(a) to liquidate, dissolve or wind up the affairs of the Company, or effect any Liquidating Transaction;

(b) to amend, alter, or repeal any provision of the Memorandum and Articles,

(c) to increase or decrease the size of the Board; and

(d) to agree or undertake to do any of the foregoing.

10.1B Approval of Series E Preference Shares. For so long as SWHY holds any Shares, in addition to any other vote or consent required elsewhere in this Agreement and in the Memorandum and Articles or by applicable Law, the Company shall not, and Members of the Company shall procure that the Company and each of its Subsidiaries shall not take any of the following actions (other than those in connection with an Non-Liquidation M&A) without the prior affirmative vote or written consent of the holders of at least 50% of the then outstanding Series E Preference Shares:

(a) to liquidate, dissolve or wind up the affairs of the Company, or effect any Liquidating Transaction;

(b) to amend, alter, or repeal any provision of the Memorandum and Articles;

(c) to create, or issue of any debenture or any obligation convertible into, any securities convertible into, any option to purchase or subscribe for, or warrants exercisable for, Shares of the Company (other than grant stock options to employees or consultant as ESOP pursuant to this Agreement);

(d) to purchase or redeem or pay any dividend on any capital stock prior to the Series A Preference Shares, the Series B Preference Shares, the Series D Preference Shares or the Series E Preference Shares (other than stock repurchased from former employees or consultants in connection with the cessation of their employment/services, at the lower of fair market value or cost);

(e) to create or authorize the creation of any debt security (other than equipment leases or bank lines of credit) unless such debt security has received the prior approval of the Board, including the approval of the Series A Director, the Series B Director and the Series D Director;

(f) to increase or decrease the size of the Board;

(g) to approve any change in the business scope or activities of the Company;

(h) to take actions subject to other protective provisions to be set forth in the definitive agreements in connection with the Series E financing; and

(i) to agree or undertake to do any of the foregoing.

10.2 Approval by the Board. For so long as any Series A Preference Shares, Series Preference B Shares or Series D Preference Shares remain outstanding and Bertelsmann, Sumitomo and BlueFocus respectively holds no less than 448,801 Shares, 437,629 Shares and 808,835 Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), the Company shall not take any of the following actions (other than those in connection with a Non-Liquidation M&A) without 2/3 consent of the Board, including consent by the Series A Director, the Series B Director and the Series D Director:

(a) to adopt or amend the Memorandum and Articles or similar constitutive documents of any of the Group Companies, provided that, no vote or written consent under this Section shall be required from the Series D Director before the Company may enforce any paramount lien on, make a call on or forfeit any Shares held by BlueFocus representing the unpaid Residual Amount (if any) in accordance with the Memorandum and Articles after July 1, 2015;

(b) to make any filing with respect to any of the Group Companies for the appointment of a receiver, administrator or other form of external manager for the winding up, liquidation, bankruptcy or insolvency of any of the Group Companies, or the passing of any resolution in respect of the same or any other forms of voluntary liquidation, dissolution or winding up of any of the Group Companies;

(c) to effect any merger, spin-off, consolidation, scheme of arrangement, reorganization or sale of all or substantially all of the assets of any of the Group Companies;

(d) to declare or pay any dividend by, or the making of any distribution on or with respect to the shares or any other share capital of, any of Group Companies;

(e) to make any increase or decrease in capital, or any purchase or redemption of any shares of any of Group Companies; provided that, no vote or written consent under this Section shall be required from the Series D Director before the Company may enforce any paramount lien on, make a call on or forfeit any Shares held by BlueFocus representing the unpaid Residual Amount (if any) in accordance with the Memorandum and Articles after July 1, 2015;

(f) to make any investment in excess of HK$3,000,000 (or its equivalent in other currency) in the aggregate in the same financial year or in any non-core business investments, or any acquisition of assets or equity interests inside or outside the PRC and Hong Kong SAR;

(g) to adopt annual budget, or any material change annual budget, or to engage in any new line of business of the Company or any of its subsidiaries;

(h) to appoint and remove the chief executive officer, the chief financial officer, general manager, legal representative, vice-president or any key employee of any Group Company;

(i) to appoint or change of the auditors of any of the Group Companies;

(j) to grant any indemnity or guarantee, security, or rights having similar or like economic effect over all or any part of the assets or rights of any of Group Company (or by any Founder of its equity interest in any Group Company), except for the purpose of securing borrowings from banks in the ordinary course of business not exceeding HK$3,000,000 in the aggregate (or its equivalent in other currency);

(k) to change in the business scope or activities of any of any Group Company;

(l) to adopt or amend any terms of, any of stock option or any bonus or profit sharing scheme;

(m) to authorize or incur any capital expenditure in excess of HK$5,000,000 for a single purchase or in aggregate more than HK$10,000,000 within the same financial year of the Company;

(n) to acquire or form any subsidiary or acquire the whole or any substantial part of the undertakings, assets or business of any other company or any entity or any entry into any joint venture or partnership with any other entity or any enter into any merger, consolidation or restructure;

(o) to enter into any contract, agreement or transaction between the Company or any Subsidiary and any of its directors, officers or shareholders (or their respective affiliates), including without limitation, any loans, credits, undertakings and benefits in favour of such persons and any amendment or termination of any contract, agreement or transaction previously approved by the Board or the holders of the Series A Preference Shares and the Series Preference B Shares;

(p) to sell or dispose of the whole or a substantial part of the good will or the assets of the Company and/or any Subsidiary;

(q) to amend or change the existing accounting policies or the financial year of the Company;

(r) to increase the aggregate compensation (including all benefits and bonus) of any of the five most highly compensated employees or officers of the Company and any Subsidiary by more than 50% in any twelve-month period;

(s) to borrow any money or obtain any financial facilities except pursuant to trade facilities obtained from banks or other financial institutions in the ordinary course of business

(t) to sell, transfer, license, charge, encumber or otherwise dispose of all or substantially all of the trademarks, patents, copyrights or other intellectual property owned by the Company and/or Subsidiary;

(u) to transfer of any shares in the Company or any of its Subsidiaries; provided that, no vote or written consent under this Section shall be required from the Series D Director before the Company may enforce any paramount lien on, make a call on or forfeit any Shares held by BlueFocus representing the unpaid Residual amount (if any) in accordance with the Memorandum and Articles after July 1, 2015;

(v) to enter into any transaction outside of the Company’s ordinary course of business; and

(w) to agree or undertake to do any of the foregoing.

10.2A Approval by the OptAim Director. For so long as any Igomax Shares remain outstanding and Igomax holds no less than 5% of the Igomax Shares (subject to adjustments made for share split, subdivision, consolidation, reorganization and the like events), the Company shall not take any of the following actions without the consent by OptAim Director:

(a) to adopt or amend the Memorandum and Articles or similar constitutive documents of OptAim Ltd. and any of the OptAim Subsidiaries;

(b) to effect any merger, spin-off, consolidation, scheme of arrangement, reorganization or sale of all or substantially all of the assets of OptAim Ltd. and/or the OptAim Subsidiaries;

(c) to transfer any shares in OptAim Ltd. and/or the OptAim Subsidiaries or to sell, transfer, license, charge, encumber or otherwise dispose of all or substantially all of the trademarks, patents, copyrights or other intellectual property owned by OptAim Ltd. and/or the OptAim Subsidiaries;

(d) to adopt or amend or terminate any terms of, any of stock option or any bonus or profit sharing scheme, which are applied to the employees of OptAim Ltd. and/or the OptAim Subsidiaries;

(e) to adopt annual budget, or any material change annual budget, or to engage in any new line of business of OptAim Ltd. and any of the OptAim Subsidiaries;

(f) to grant any indemnity or guarantee, security, or rights having similar or like economic effect over all or any part of the assets or rights of OptAim Ltd. and any of the OptAim Subsidiaries, except for the purpose of securing borrowings from banks in the ordinary course of business not exceeding HK$3,000,000 in the aggregate (or its equivalent in other currency);

(g) to initiate the first firm commitment underwritten registered public offering by the Company which is not an Igomax QIPO;

(h) to remove TANG Jian from the chief executive officer and a director of OptAim Ltd. and any of the OptAim Subsidiaries; and

(i) to agree or undertake to do any of the foregoing.

10.3 The powers mandated to the Board of Directors in Section 10.2 above are irrevocably mandated by the holders of Shares of the Company to the Board of Directors and shall not be revoked or rescinded in any case unless with the consent of holders of at least a majority of all outstanding Ordinary Shares, holders of at least a majority of all outstanding Series A Preference Shares, holders of at least a majority of all outstanding Series B Preference Shares, holders of at least a majority of all outstanding Series C Preference Shares and holders of at least a majority of all outstanding Series D Preference Shares, each voting separately as a single class. Further, the powers mandated to the OptAim Director in Section 10.2A above are irrevocably mandated by the holders of Shares of the Company to the OptAim Director, and shall not be revoked or rescinded in any case unless with the consent of Igomax.

10.4 Subsidiaries. The protective provisions set forth in Section 10.1, Section 10.1A, Section 10.1B and Section 10.2 shall apply to all Subsidiaries and Controlled affiliates of the Company with respect to actions listed therein or any equivalent actions.

10.5 Adjustment Shares to Ordinary Investors.

(a) In the event of any issuance of any New Securities for a consideration per Ordinary Share (on an as-converted basis) based on the Company's pre-money valuation to be less than US$308,400,000 ("**Anti-dilution Trigger Valuation**"), the existing holders of the Company's Ordinary Shares (other than the Ordinary Investors, Zaffre, BAI and Igomax) shall transfer, at no cost, additional Ordinary Shares to the Ordinary Investors based on a broad-based weighted average calculation. Notwithstanding the foregoing, if any more favorable anti-dilution protection, including, without limitation, a lower Anti-dilution Trigger Valuation or favorable anti-dilution methodology, is provided to any holder of Equity Securities in the next equity financing of the Company, the Company/Founders shall grant the same rights or rights that result in the same economic benefits to Ordinary Investors with respect to the Ordinary Shares they first subscribed for then held by the Ordinary Investors.

(b) If, at any time, the Company provides to any holders of Ordinary Shares with rights, preferences or privileges that are more favorable to the rights, preferences or privileges granted to the Ordinary Investors, whether set out in the Company's Memorandum and Articles and any amendments thereto, this Agreement, and any subsequent amendments, the Right of First Refusal Agreement, and any amendments thereto, or other similar agreements by or among the Company and its shareholders, the Company/Founders shall ensure that such equivalent rights, preferences and privileges be granted to the Ordinary Investors with respect to its Ordinary Shares they first subscribed for.

11. Additional Agreements; Covenants.

11.1 Stock Option Plan.

(i) Save and except the up to 4,142,545 Ordinary Shares (as adjusted for share dividends, splits, combinations, recapitalizations or similar events) to be issued to employees or consultants of the Group pursuant to an equity incentive plan of the Company (the "**ESOP**"), which has been adopted by the Board of Directors and approved by the holders of voting Equity Securities of the Company, any grant of an award under the ESOP shall be subject to the approval by 2/3 of the members of the Board (including the Series D Director, the Series B Director and the Series A Director). The number of shares available for issuance under the ESOP shall not be increased (other than to reflect share dividends, splits, combinations, recapitalizations or similar events) without the written consent of the holders of a majority of the outstanding Series E Preference Shares, the holders of a majority of the outstanding Series D Preference Shares, the holders of a majority of the outstanding Series C Preference Shares, the holders of a majority of the outstanding Series B Preference Shares and the holders of a majority of the outstanding Series A Preference Shares.

(ii) All shares, options or other securities granted or issued under the ESOP shall be subject to a vesting schedule pursuant to which twenty-five percent (25%) of such shares or options shall vest on the one (1) year anniversary of such grant, with the remaining seventy-five percent (75%) to vest in equal monthly installments over the next thirty-six (36) months, unless otherwise approved by 2/3 of the members of the Board, including the Series D Director, the Series B Director and the Series A Director.

(iii) Upon the termination for any reason of the employment or similar arrangement of any employee, consultant, officer or director holding unvested shares, the Company or its assignee (to the extent permissible under Applicable Securities Laws qualifications) shall have the option to repurchase such unvested shares at a per share price equal to the lesser of the cost of such shares or the current fair market value of such shares as determined in good faith by the Board. There shall be no acceleration of the vesting of any shares or options or other securities granted or issued under the ESOP except upon approval by 2/3 of the members of the Board, including the Series D Director, the Series B Director and the Series A Director.

(iv) As a condition to the exercise of any option or other security granted or issued under the ESOP, the grantee exercising such option or other security, if applicable, shall be required to enter into the Right of First Refusal & Co-Sale Agreement as a Principal (as defined in the Right of First Refusal & Co-Sale Agreement) by executing a deed of adherence. Any attempt to exercise any option or other security granted or issued under the ESOP in contravention of this paragraph shall be null, void and without effect.

(v) The ESOP may contain any other provision not mentioned above as may from time to time be approved by 2/3 of the members of the Board, including the Series D Director, the Series B Director and the Series A Director.

(vi) Any option or other security granted or issued under the ESOP to the employees or consultants of OptAim Ltd. or any OptAim Subsidiary shall be solely proposed by the OptAim Director and approved by the Board in accordance with this Agreement and the Memorandum and Articles.

11.2 Compliance. The Company shall use its reasonable best efforts to cause any direct or indirect subsidiary or entity Controlled by the Company, including without limitation the Group Companies, whether now in existence or formed in the future, to comply in all material respects with all applicable Laws. Without limiting the generality of the foregoing, the Company shall not, and the Founders shall cause the Company not to, and the Company and the Founders shall ensure that its and their respective Affiliates and its respective officers, directors, and representatives shall not, directly or indirectly, (a) offer or give anything of value to any Official with the intent of obtaining any improper advantage, affecting or influencing any act or decision of any such Person, assisting any Group Company in obtaining or retaining business for, or with, or directing business to, any Person, or constituting a bribe, kickback or illegal or improper payment to assist any Group in obtaining or retaining business, (b) take any other action, in each case, in violation of the Foreign Corrupt Practices Act of the United States of America, as amended (as if it were a U.S. Person), or any other applicable similar anti-corruption, recordkeeping and internal controls Laws, or (c) establish or maintain any fund or assets in which any Group Company has proprietary rights that have not been recorded in the books and records of such Group Company.

11.3 Subsidiaries. All material aspects of the formation, maintenance and compliance of any direct or indirect Subsidiary or entity Controlled by the Company, whether now in existence or formed in the future, shall be subject to the review and approval by the Board of Directors (including the consent of the Series D Director, Series B Director and the Series A Director), and the Company shall promptly provide the Series A Investor, the Series B Investors, Series C Investor, the Series D Investor and the Series E Investor with copies of all material related documents and correspondence. Upon request of the Series A Director, the Series B Director, or the Series D Director, each Group Company and each Founder shall procure that the board of directors of each Group Company be designated in the same manner as the Board of Directors of the Company.

The Company and the Founders shall ensure that the board of directors of any of its Subsidiaries shall not have independent decision making power over their respective entities, and that the Company shall have sole decision making power over all business and affairs of any of its Subsidiaries.

11.4 PRC Matters.

(i) The Company and the Founders shall ensure that all filings and registrations with the relevant PRC Governmental Authorities required in respect of the Group Companies and the Founders, including the registrations with the Ministry of Commerce (or any predecessors), the State Administration for Industry and Commerce, the State Administration of Foreign Exchange ("**SAFE**"), tax bureau, customs authorities, telecommunication authorities, administration of industry and commerce authorities, internet supervision authorities and the local counter part of each of the aforementioned governmental authorities, as applicable, shall be duly completed in accordance with the relevant Laws.

(ii) If any holder of Shares of the Company, including, without limitation, Ordinary Shares and Preference Shares, or any other Equity Securities (each, a "**Company Security Holder**") is a "Domestic Resident" as defined in Circular 37 issued by SAFE on July 4, 2014 ("**Circular 37**") and is subject to the SAFE registration or reporting requirements under Circular 37, in each case as determined by the Board of Directors or counsel to the Company, the Company shall promptly obtain a power of attorney reasonably satisfactory to the majority of the Holders of the Series A Preference Shares, the Series B Preference Shares, the Series D Preference Shares and the Series E Preference Shares (voting together as a single class on an as-if-converted basis) from such Company Security Holder, and the Company shall cause the designated representative under such power of attorney to take such actions and execute such instruments on behalf of such Company Security Holder to comply with the applicable SAFE registration or reporting requirements under Circular 37 as determined in the sole discretion of the Board of Directors or counsel to the Company. The Company and any of its Subsidiaries shall fully comply with all applicable PRC Laws relating to the filing, registration and reporting to SAFE or any of its local branches with respect to any foreign exchange transactions, investments, changes or occurrence of significant events.

11.5 Insurance. The Company shall, at the discretion of the Board of Directors (including the affirmative consent of the Series D Director, the Series B Director and the Series A Director), procure and maintain in effect, policies of insurance with respect to its properties and business of the kinds and in the amounts not less than that are customarily obtained by companies of similar size, in a similar line of business, engaged in international operations, and with operations in the PRC.

11.6 Controls. The Company will maintain the books and records of the Company, and will prepare its unaudited and audited financial statements, in accordance with U.S. GAAP and in accordance with sound business practices. The Company shall, and shall cause the Group Companies to, maintain an adequate system of procedures and controls with respect to finance, management, and accounting that is in accordance with sound business practices and is reasonably satisfactory to the Holders of a majority of the Series A Preference Shares, the Holders of a majority of the Series B Preference Shares, the Holders of a majority of the Series C Preference Shares, the Holders of a majority of the Series D Preference Share and the Holders of a majority of the Series E Preference Shares,, respectively. The Company shall, and shall cause the Group Companies to, adopt and maintain a treasury policy, accounting policy and fiscal policy reasonably satisfactory to the Holders of a majority of the Series A Preference Shares, the Holders of a majority of the Series B Preference Shares, the Holders of a majority of the Series C Preference Shares, the Holders of a majority of the Series D Preference Shares and the Holders of a majority of the Series E Preference Shares,, respectively.

11.7 Compliance with Memorandum and Articles. Each Party to this Agreement shall take all such actions and shall do all such things, and each holder of Ordinary Share Equivalents that is a Party to this Agreement shall vote at any meeting of members of the Company, such number of Ordinary Share Equivalents (on an as-converted basis) as may be necessary, or in lieu of any such meeting, shall give such holder's written consent, as the case may be, with respect to such number of Ordinary Share Equivalents (on an as-converted basis), to cause the Company to comply with the Memorandum and Articles, including but not limited to Section 6 (*Protective Provisions*), Section 7 (*Put Option*) and Section 4 (*Redemption*) of Schedule 1 thereto. In the event that the provisions of this Agreement conflict with any provision of the Memorandum and Articles, the provisions of this Agreement shall prevail as between the shareholders of the Company only, who hereby undertake to take such steps as may be necessary or desirable to amend the Memorandum and Articles to remove such conflict to the fullest extent permitted by Law.

11.8 Employment Matters. Unless otherwise determined by the Board of Directors (including the affirmative consent of the Series D Director, the Series B Director and the Series A Director), the Company shall (i) require all employees and consultants now or hereafter employed or retained by any Group Company to enter into a Confidential Information and Invention Assignment Agreement, requiring such Persons to protect and keep confidential each Group Company's confidential information, intellectual property and trade secrets and requiring such Persons to assign all ownership rights in their work product to the Group Companies to the maximum extent permitted by applicable Law; and (ii) require the persons whose names are listed in Schedule H hereof to enter into a Non-compete and Non-solicitation Agreement, prohibiting such Persons from competing with the Group Companies during their tenures with any Group Company, and from completing with and soliciting the employees and consultants from the Group Companies for twenty-four (24) months after their tenures with any Group Company terminate.

11.9 De Facto Control. Except in connection with a Non-Liquidation M&A, the Control of the Company and the de facto controlling person of the Company shall remain unchanged prior to a Qualified IPO.

11.10 Termination. This Section 11 shall terminate on the earlier of (i) the closing of the Qualified IPO and (ii) the consummation of a Liquidating Transaction.

12. Miscellaneous.

12.1 Further Assurances. Upon the terms and subject to the conditions herein, each of the Parties hereto agrees to use its reasonable best efforts to take or cause to be taken all action, to do or cause to be done, to execute such further instruments, and to assist and cooperate with the other Parties hereto in doing, all things necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement and, to the extent reasonably requested by another Party, to enforce rights and obligations pursuant hereto.

12.2 Assignments and Transfers; No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement and the rights and obligations of the Parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns and legal representatives, but shall not otherwise be for the benefit of any third party. The rights of any Series A Investor, Series B Investor, Series C Investor, Series D Investor, Series E Investor, Ordinary Investor, Bertelsmann, Sumitomo, SSG I, SSG II , BlueFocus or Igomax hereunder (including, without limitation, registration rights) are assignable to any of its Affiliates, or in connection with the transfer (subject to Applicable Securities Laws and other Laws) of Equity Securities held by such Series A Investor, Series B Investor, Series C Investor, Series D Investor, Series E Investor, Ordinary Investor Bertelsmann, Sumitomo, SSG I, SSG II , BlueFocus or Igomax but only to the extent of such transfer, and any such transferee shall execute and deliver to the Company and the other parties hereto a deed of adherence becoming a Party to this Agreement, subject to the terms and conditions hereof. This Agreement and the rights and obligations of any party hereunder shall not otherwise be assigned without the mutual written consent of the other Parties; provided that any Shareholder may assign its rights and obligations to an Affiliate or the ultimate beneficial owner of such Shareholder without consent of the other Parties.

12.3 Governing Law. This Agreement shall be governed by and construed under the Laws of the Hong Kong S.A.R., without regard to principles of conflict of laws thereunder.

12.4 Dispute Resolution.

(i) Any dispute, controversy or claim (each, a "**Dispute**") arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof, shall be resolved at the first instance through consultation between the parties to such Dispute. Such consultation shall begin immediately after any party has delivered written notice to any other party to the Dispute requesting such consultation.

(ii) If the Dispute is not resolved within thirty (30) days following the date on which such notice is given, the Dispute shall be submitted to arbitration upon the request of any party to the Dispute with notice to each other party to the Dispute (the "**Arbitration Notice**").

(iii) The arbitration shall be conducted in the Hong Kong S.A.R. and shall be administered by the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the commencement of the arbitration. However, if such rules are in conflict with the provisions of this Section 12.5, including the provisions concerning the appointment of arbitrators, the provisions of this Section 12.5 shall prevail.

(iv) The arbitration proceedings shall be conducted in English. There shall be one (1) arbitrator. The Secretary General of the Centre shall select the arbitrator, who shall be qualified to practice law in the Hong Kong S.A.R.

(v) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents requested by such other party in connection with such arbitration proceedings, subject only to any confidentiality obligations binding on such party.

(vi) The arbitrator shall decide any dispute submitted by the parties to the arbitration tribunal strictly in accordance with the substantive Laws of the Hong Kong, S.A.R. and shall not apply any other substantive Law.

(vii) Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

(viii) The Parties to this Agreement agree to the consolidation of arbitrations under the Transaction Documents in accordance with the provisions of this Section 12.5.

(a) In the event of two or more arbitrations having been commenced under any of the Transaction Documents, the tribunal in the arbitration first filed (the "**Principal Tribunal**") may in its sole discretion, upon the application of any party to the arbitrations, order that the proceedings be consolidated before the Principal Tribunal if (1) there are issues of fact and/or law common to the arbitrations, (2) the interests of justice and efficiency would be served by such a consolidation, and (3) no prejudice would be caused to any party in any material respect as a result of such consolidation, whether through undue delay or otherwise. Such application shall be made as soon as practicable and the party making such application shall give notice to the other parties to the arbitrations.

(b) The Principal Tribunal shall be empowered to (but shall not be obliged to) order at its discretion, after inviting written (and where desired oral) representations from the parties that all or any of such arbitrations shall be consolidated or heard together and/or that the arbitrations be heard immediately after another and shall establish a procedure accordingly. All parties shall take such steps as are necessary to give effect and force to any orders of the Principal Tribunal.

(c) If the Principal Tribunal makes an order for consolidation, it: (1) shall thereafter, to the exclusion of other arbitral tribunals, have jurisdiction to resolve all disputes forming part of the consolidation order; (2) shall order that notice of the consolidation order and its effect be given immediately to any arbitrators already appointed in relation to the disputes that were consolidated under the consolidation order; and (3) may also give such directions as it considers appropriate (i) to give effect to the consolidation and make provision for any costs which may result from it (including costs in any arbitration rendered functus officio under this Section 12.5); and (ii) to ensure the proper organization of the arbitration proceedings and that all the issues between the parties are properly formulated and resolved.

(d) Upon the making of the consolidation order, any appointment of arbitrators relating to arbitrations that have been consolidated by the Principal Tribunal (except for the appointment of the arbitrator of the Principal Tribunal itself) shall for all purposes cease to have effect and such arbitrators are deemed to be functus officio, on and from the date of the consolidation order. Such cessation is without prejudice to (1) the validity of any acts done or orders made by such arbitrators before termination, (2) such arbitrators' entitlement to be paid their proper fees and disbursements and (3) the date when any claim or defence was raised for the purpose of applying any limitation period or any like rule or provision.

(e) The Parties hereby waive any objections they may have as to the validity and/or enforcement of any arbitral awards made by the Principal Tribunal following the consolidation of disputes or arbitral proceedings in accordance with this Section 12.5 where such objections are based solely on the fact that consolidation of the same has occurred.

(ix) During the course of the arbitration tribunal's adjudication of the dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

(x) The award of the arbitration tribunal shall be final and binding upon the parties, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(xi) For the purposes of service and delivery of documents under arbitration, the Parties agrees that where any Party is a legal entity incorporated or registered outside of the Hong Kong S.A.R., the physical addresses in the Hong Kong S.A.R. provided by them for receiving notices as set out in this Agreement shall be the address which they shall serve and receive documents and delivery to such address shall constitute valid service and delivery to that Party.

12.5 Notices. Any notice required or permitted pursuant to this Agreement shall be given in writing and shall be given either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means to the address as shown below the signature of such party on the signature page of this Agreement (or at such other address as such party may designate by fifteen (15) days' advance written notice to the other parties to this Agreement given in accordance with this Section 12.6). Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a confirmation of delivery, and to have been effected at the expiration of two days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid.

12.6 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

12.7 Rights Cumulative. Each and all of the various rights, powers and remedies of a Party hereto will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party.

12.8 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Series A Preference Shares, Series B Preference Shares, Series C Preference Shares, Series D Preference Shares or Series E Preference Shares after the date hereof, any purchaser of such shares of Series A Preference Shares, Series B Preference Shares, Series C Preference Shares, Series D Preference Shares or Series E Preference Shares may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed a "**Series A Investor**", "**Series B Investor**", "**Series C Investor**", "**Series D Investor**", "**Series E Investor**" as applicable, for all purposes hereunder. No action or consent by the Parties shall be required for such joinder to this Agreement by such additional Series A Investor, Series B Investor, Series C Investor, Series D Investor or Series E Investor, so long as such additional Series A Investor, Series B Investor, Series C Investor, Series D Investor or Series E Investor has agreed in writing to be bound by all of the obligations as a "**Series A Investor**", "**Series B Investor**", "**Series C Investor**", "**Series D Investor**" or "**Series E Investor**", as applicable, hereunder.

12.9 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect immediately before such transaction, whether such obligations are contained in the Memorandum and Articles, or elsewhere, as the case may be.

12.10 Severability. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If, however, any provision of this Agreement shall be invalid, illegal, or unenforceable under any applicable Law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such Law, or, if for any reason it is not deemed so modified, it shall be invalid, illegal, or unenforceable only to the extent of such invalidity, illegality, or limitation on enforceability without affecting the remaining provisions of this Agreement, or the validity, legality, or enforceability of such provision in any other jurisdiction.

12.11 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of each of (i) the Company, (ii) the Founders, (iii) the holders of a majority of the Series A Preference Shares, (iv) the holders of a majority of the Series B Preference Shares, (v) the holders of a majority of the Series C Preference Shares, (vi) the holders of a majority of the Series D Preference Shares (vii) SSG I, for so long as SSG I continues to hold all SSG I Ordinary Shares, (viii) Igomax, for so long as Igomax continues to hold at least 5% of the Igomax Shares, and (ix) the holders of a majority of the Series E Preference Shares (in the case of (iii), (iv), (v), (vi), (viii) and (ix), as adjusted for share dividends, splits, combinations, recapitalizations or similar events). Any amendment or waiver effected in accordance with this paragraph shall be binding upon each of the Parties hereto.

12.12 No Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right, power or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right, power or remedy at any other time or times.

12.13 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any Party, shall be cumulative and not alternative.

12.14 No Presumption. The Parties acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

12.15 Headings and Subtitles; Interpretation. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. Unless a provision hereof expressly provides otherwise: (i) all accounting terms not otherwise defined herein have the meanings assigned under U.S. GAAP; (ii) the term "or" is not exclusive; (iii) words in the singular include the plural, and words in the plural include the singular; (iv) the terms "herein", "hereof", and other similar words refer to this Agreement as a whole and not to any particular section, subsection, paragraph, clause, or other subdivision; (v) the term "including" will be deemed to be followed by ", but not limited to,"; (vi) the masculine, feminine, and neuter genders will each be deemed to include the others; (vii) the terms "shall", "will", and "agrees" are mandatory, and the term "may" is permissive; (viii) the term "day" means "calendar day"; and (ix) all references to "US$" are to the currency of the United States of America (and, where applicable, shall be deemed to include reference to the equivalent amount in other currencies).

12.16 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

12.17 Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the full and entire understanding and agreement among the Parties with regard to the subject matter hereof and thereof, and supersedes all other agreements between or among any of the Parties with respect to the subject matter hereof. Without limiting the generality of the foregoing, this Agreement supersedes, in its entirety, the Prior SHA, which shall be null and void and have no force or effect whatsoever as of the date hereof. The parties hereto that are parties to the Prior SHA hereby irrevocably waive any and all rights that they may have against any other party under the Prior SHA in exchange for their rights hereunder. After the execution and delivery of this Agreement, to the extent that there is any conflict between this Agreement and any provision of any other agreement, arrangement or understanding between the Company and any holder of equity securities of the Company, the terms and conditions of this Agreement shall prevail.

12.18 Aggregation of Stock. All Shares held or acquired by any Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

OPTIMIX MEDIA ASIA LIMITED

By: /s/ Wing Hong Sammy Hsieh

Name: Hsieh, Wing Hong Sammy
Title: Director

Address: 1508 Prosperity Millennia Plaza
663 King's Road, North Point
Hong Kong

[Signature Page to Fourth Amended and Restated Shareholders Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SERIES A INVESTOR, SERIES B INVESTORS, SERIES C INVESTOR, SERIES D INVESTOR AND SERIES E INVESTOR:

BERTELSMANN ASIA INVESTMENTS AG

By: /s/ Erich Kalt /s/ Rose-Marie Mülli

Name: Erich Kalt Rose-Marie Mülli

Title: Authorized Signatories

Address: Dammstr. 19, 6300 Zug, Switzerland

Copy to: Bertelsmann China Corporate Center
2805 SK Tower
6A Jianguomenwai Avenue
Beijing 100022, China

Address in Hong Kong for service of documents:

Bertelsmann China Corporate Center
c/o arvato digital services Hong Kong Ltd.
9 Dai Hei Street, Tai Po Industrial Estate
Tai Po, Hong Kong

SUMITOMO CORPORATION EQUITY ASIA LIMITED

By: /s/ Hazumu Kakinoki

Name: Hazumu Kakinoki
Title: Managing Director

Address: Unit C3, 23/F, United Centre
95 Queensway, Admiralty
Hong Kong

[Signature Page to Fourth Amended and Restated Shareholders Agreement]

SSG CAPITAL PARTNERS II, L.P.
acting through its general partner
SSG CAPITAL PARTNERS II GP, L.P.
acting through its general partner
SSG CAPITAL PARTNERS II GPGP, LTD.

By: /s/ William A Jones
Name: Mr William A Jones
Title: Director

Address: c/o SSG Capital Management (Hong Kong) Limited
Suite 6303, The Center
99 Queen's Road Central
Central, Hong Kong

BLUEFOCUS INTERNATIONAL LIMITED

By: /s/ Xiangji Zhang
Name: Xiangji Zhang
Title: Chief Financial Officer

Address: Flat/RM 1105 11/F
Lippo Center Tower 1
89 Queensway
Admiralty, Hong Kong

[Signature Page to Fourth Amended and Restated Shareholders Agreement]

Shenwan Hongyuan Goldspring Fund I

By: /s/ Juan Zheng
Name: Zheng Juan
Title: Authorized Signatory

[Signature Page to Fourth Amended and Restated Shareholders Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FOUNDERS:

HSIEH, WING HONG SAMMY

/s/ Wing Hong Sammy Hsieh

ID Number: K096776(9)
Address: Flat 23, 16th Floor, Fontana Gardens
Ka Ning Path, Causeway Bay
Hong Kong
Email: sammy.hsieh@i-click.com.hk

NG, YAU PING RICKY

/s/ Yau Ping Ricky Ng

ID Number: V029871 (9)
Address: Flat C1, 13th Floor, San Po Kong Mansions
San Po Kong, Hong Kong
Email: ricky.ng@i-click.com.hk

O&K INVESTMENT LTD.

By Chiraseivinu Praphand, Sunee
its owner

/s/ Sunee Chiraseivinu Praphand

Address: Flat 23, 16th Floor, Fontana Gardens
Ka Ning Path, Causeway Bay
Hong Kong

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SHAREHOLDERS

VANGUARD FORCE LIMITED

By: /s/ Jimmy Chau
Name: Jimmy Chau
Title: Director
Address: c/o Unit 301, Danuan 1, Building 2,
Shuiduizi
Beili, Chaoyang District
Beijing, PRC 100026

Address in Hong Kong for service of documents:

SSG CAPITAL PARTNERS I, L.P.
acting through its general partner
SSG CAPITAL PARTNERS I GP, L.P.
acting through its general partner
SSG CAPITAL PARTNERS I GPGP, LTD.

By: /s/ William A Jones
Name: Mr William A Jones
Title: Director

Address: c/o SSG Capital Management (Hong Kong) Limited
Suite 4203, 42/F, Gloucester Tower, 15
Queen's Road Central, Central, Hong Kong

MAESTRO INVESTMENT HOLDINGS LIMITED

By: /s/ Ji Ping Liu
Name: Liu Ji Ping
Title: Director

Address:

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ARDA HOLDINGS LIMITED

By: /s/ Sammy Hsieh
Name: Sammy Hsieh
Title: Director

Address:

[Signature Page to Fourth Amended and Restated Shareholders Agreement]

BIG TOOTH CORPORATION

By: /s/ Robert Tran
Name: Robert Tran
Title: Director

Address:

[Signature Page to Fourth Amended and Restated Shareholders Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

IGOMAX INC.

By: /s/ Jian Tang
Name: TANG, Jian
Title: Director

Address: Geneva Place, Waterfront Drive,
P.O. Box 3469, Road Town, Tortola,
British Virgin Islands

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

/s/ Jian Tang

TANG, Jian

[Signature Page to Fourth Amended and Restated Shareholders Agreement]

Schedule A

SERIES A INVESTOR

Sumitomo Corporation Equity Asia Limited, a limited liability company incorporated under the Laws of the Hong Kong S.A.R.

Schedule B

SERIES B INVESTORS

Bertelsmann Asia Investments AG, a company duly incorporated and existing under the Laws of Switzerland

Sumitomo Corporation Equity Asia Limited, a limited liability company incorporated under the Laws of the Hong Kong S.A.R.

Schedule C

SERIES C INVESTOR

SSG Capital Partners II, L.P., a limited liability partnership duly registered in the Cayman Islands

Schedule D

SERIES D INVESTOR

“BlueFocus” means BlueFocus International Limited, a limited corporation duly incorporated and existing under the Laws of Hong Kong

Schedule E

SERIES E INVESTOR

Shenwan Hongyuan Goldspring Fund I, a limited liability company duly registered in the Cayman Islands.

Schedule F

FOUNDERS

Mr. Hsieh Wing Hong Sammy, a Hong Kong citizen

Mr. Ng Yau Ping, a Hong Kong citizen

O&K Investment Ltd., a company duly incorporated and existing under the Laws of Hong Kong

Schedule G

SHAREHOLDERS

Vanguard Force Limited, a company duly incorporated and existing under the Laws of the British Virgin Islands

SSG Capital Partners I, L.P., a limited liability partnership duly registered in the Cayman Islands

Arda Holdings Limited, a company duly incorporated and existing under the Laws of the British Virgin Islands

Maestro Investment Holdings Ltd., a company duly incorporated and existing under the Laws of the British Virgin Islands

Big Tooth Corporation, a company duly incorporated and existing under the Laws of the British Virgin Islands

Igomax Inc., a company duly incorporated and existing under the Laws of the British Virgin Islands

Schedule H

PERSONS ENTERING INTO NON-COMPETE AND NON-SOLICITATION

Mr. Hsieh, Wing Hong Sammy

Mr. Ng, Yau Ping

Wong Pi Yan, Selina

Robert Tran

Tang, Jian (唐健)

Lee, Yanshu (李彦枢)

Tang, Min (唐敏)

Exclusive Business Cooperation Agreement

This Exclusive Business Cooperation Agreement (hereinafter referred to as "**this Agreement**") was entered into by and between the parties below on January 16, 2015 in the People's Republic of China ("**China**"):

Party A:

OptAim (Beijing) Information Technology Co., Ltd. (智云众（北京）信息技术有限公司), a limited liability company that is incorporated and exists under the laws of China, with its registered office at 9D, Unit 2, Building 3, Zhichun Road, No. 48, , Haidian District, Beijing;

Party B:

Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司), a limited liability company that is incorporated and exists under the laws of China, with its registered office at Room 904, College International Building, Zhijing Road, No. 1, Haidian District, Beijing and

Zhiyunzhong (Shanghai) Technology Co., Ltd. (指匀众（上海）科技有限公司), a limited liability company that is incorporated and exists under the laws of China, with its registered office at Room CB1109, Layer 1, Hongmei South Road, No.1755, Minhang District, Shanghai.

Party A and Party B are referred to individually as a "**Party**" or collectively as the "Parties".

Whereas,

1. Party A is a wholly foreign-owned enterprise that is incorporated in China and possesses necessary resources for network technology, communication technologies, transfer of technologies, technical consulting, technical services, technical trainings, advertisement design, manufacturing, agency and releasing, sales of independently-developed software products, enterprise marketing planning, enterprise management consulting, and business information consulting;

2. Party B are domestic companies incorporated in China;

3. Party A agrees to utilize its advantages in human resources, technologies, and information to provide Party B with exclusive technical services, technical consulting, and other services in relation to computer software production and development (see the following for the specific scope), and Party B agrees to accept such services provided by Party A or a third party appointed by Party A according to the provisions of this Agreement.

Therefore, Party A and Party B conclude the following agreement upon consensus through negotiation:

1 Provision of Services by Party A

1.1 According to the terms and conditions of this Agreement, Party B hereby appoints Party A as its exclusive service provider to provide Party B with all-round business support, technical services, and consulting services during the term hereof. Specifically, these services include all or a part of the services within the business scope of Party B which are subject to the decision of Party A from time to time, including but not limited to transfer of technologies, technical consulting, technical services, technical trainings, advertisement design, manufacturing, agency and releasing, enterprise marketing planning, enterprise management consulting, and business information consulting (the "**Services**").

1.2 Party B agree to accept the consulting and services rendered by Party A. Party B further agree that, unless Party A gives prior written consent, Party B shall not accept any consulting and/or services rendered by any third party or cooperate with any third party with respect to the matters provided in this Agreement within the term of this Agreement. Party A may appoint other parties (who may enter into certain agreements described in Clause 1.3 of this Agreement with Party B) to provide the consulting and/or services hereunder to Party B.

1.3 Ways of Service Provision

1.3.1 Party A and Party B agree that, the Parties may directly or through their respective related parties conclude other technical service agreements and consulting service agreements within the term of this Agreement, to specify the contents, ways, personnel, and charges of specific technical services and consulting services.

1.3.2 For performing this Agreement, Party A and Party B agree that, the Parties may conclude intellectual property (including but not limited to software, trademarks, patents, know-how, etc.) licensing agreements directly or through their respective related parties during the term of this Agreement, which shall allow Party B to use the related intellectual properties of Party A when Party B's business requires.

1.3.3 For performing this Agreement, Party A and Party B agree that, the Parties may conclude equipment or plant lease agreements directly or through their respective related parties during the term of this Agreement, which shall allow Party B to use the equipment or plants of Party A according to the requirements of Party B's business.

1.3.4 Party A may subcontract a part of the services to be provided to Party B under this Agreement to a third party at its own discretion.

1.3.5 Party B hereby grants Party A an irrevocable exclusive right to purchase, whereby Party A may, to the extent permitted by laws and regulations of China, purchase at its option any part or all of the assets and business from Party B at the lowest price permitted by laws of China. At that time, the Parties shall conclude a separate asset or business transfer contract to specify the terms and conditions of such asset transfer.

2 Calculation of Service Fees, Terms of Payment, Financial Statements, Audit, and Taxation

2.1 The Parties agree that Party B shall pay 100% of its net income to Party A for the services provided by Party A as the service fees (the "**Service Fees**"). The Service Fees shall be paid on a monthly basis. During the term of this Agreement, Party A has the right to adjust such Service Fees at its own discretion without the consent of Party B. Party B shall (a) provide Party A with its management statement and business data of each month, which shall state Party B's net income of the month (the "**Monthly Net Income**"); and (b) pay 100% of its monthly net income to Party A (the "**Monthly Payment**"), within thirty (30) days from the last day of such month. Party A shall issue invoices of the technical service fees within seven (7) working days upon receipt of the aforesaid management statements and business data. Party B shall pay such amounts as stated on the invoices within seven (7) working days upon receipt of the aforesaid invoices. All payments shall be remitted into the bank account designated by Party A or paid to such account by other means approved by the Parties. The Parties agree that Party A may notify Party B of changes to such payment instructions from time to time.

2.2 Party B shall, within ninety (90) days upon the end of each fiscal year, (a) provide Party A with its financial statements of the current fiscal year, which shall be audited and certified by an independent certified accountant approved by Party A, and (b) if the audited financial statements show that the total monthly payments made by Party B to Party A within this fiscal year is insufficient in any way, pay the shortfall amount to Party A.

2.3 Party B shall prepare its financial statements to the satisfaction of Party A according to the requirements of laws and commercial practices.

2.4 When Party A gives a notice five (5) working days in advance, Party B shall allow Party A and/or its appointed auditor to audit Party B's relevant account books and records and photocopy the required account books and records at the principal office of Party B, so as to verify the income of Party B and the accuracy of its statements.

2.5 The Parties to this Agreement shall bear their respective tax burdens incurred from execution of this Agreement.

3 Intellectual Properties, Non-disclosure, and Non-competition

3.1 Party A is entitled to exclusive proprietary rights and interests in all rights, titles, interests, and intellectual properties arising from or created by performance of this Agreement, including but not limited to copyrights, patents, patent applications, trademarks, software, know-how, business secrets, and others, whether they are developed by Party A or Party B.

3.2 The Parties acknowledge that any oral or written information exchanged between them in connection with this Agreement is confidential. Each Party shall keep such information confidential, and may not disclose such information to any third party without the written consent of other Party, except for any information (a) which is or becomes publicly available not through disclosure by the receiving Party; (b) which is required by applicable laws or any rules of stock exchange to disclose; or (c) which is required to be disclosed by either Party to its legal or financial consultant in connection with the transaction hereunder, provided that such consultant is subject to any confidentiality obligation similar to that set forth herein. If the personnel or institutions employed or engaged by either Party disclose any confidential information, it will be deemed disclosure by such Party, and such Party shall be liable for breach of this Agreement. This Article 3.2 shall survive the termination of this Agreement for whatever reasons.

3.3 Party B shall not (directly or indirectly) be engaged in business other than that specified in Party B's business license and business certificate. Party B shall not be directly or indirectly engaged in business competing with Party A's business in China, including investing in entities engaged in any business competing with Party A's business, or in any business other than that approved by Party A in writing.

3.4 The Parties agree that, this Article 3 shall survive the modification, rescission or termination of this Agreement.

4 Representations and Warranties

4.1 Party A represents and warrants as follows:

4.1.1 Party A is a company legally incorporated and existing under the laws of China.

4.1.2 Party A's execution and performance of this Agreement are within its corporate capacity and its scope of business. Party A has taken necessary corporate actions and has been duly authorized and obtained the consents and approvals from third parties and government agencies, and Party A will not violate the laws or other restrictions that bind upon or affect Party A.

4.1.3 This Agreement constitutes legal, valid, and binding obligations of Party A and such obligations are enforceable in accordance with the provisions of this Agreement.

4.2 Party B represents and warrants as follows:

4.2.1 Party B is companies legally incorporated and existing under the laws of China.

4.2.2 Party B's execution and performance this Agreement are within their corporate capacities and their scopes of businesses. Party B have taken necessary corporate actions and have been duly authorized and obtained the consents and approvals from third parties and government agencies, and Party B will not violate the laws or other restrictions that bind upon or affect Party B.

4.2.3 This Agreement constitutes legal, valid, and binding obligations of Party B and such obligations are enforceable against Party B.

5 Effectiveness and Term

5.1 This Agreement is executed and comes into force on such date as stated in the beginning of this Agreement. This Agreement will be permanently in force until Party A decides in writing to terminate this Agreement in accordance with this Agreement or unless the laws of China otherwise provide.

6 Termination

6.1 To the maximum extent permitted by the laws of China, if the business period of any Party expires during the term of this Agreement, such Party shall timely renew its business period, so that this Agreement will continue to be in force and performed. If such Party's application for renewal of business period is not approved by any competent authority, this Agreement will terminate upon the expiry of this Party's business period.

6.2 When this Agreement terminates, the Parties' rights and obligations under Article 3, Article 7, and Article 8 shall survive.

6.3 Early termination of this Agreement for any reason shall not exempt any Party from its obligations to make payments hereunder due prior to the termination of this Agreement (including but not limited to service fees) or from any liability for breach of this Agreement accrued prior to the termination of this Agreement. Any payable service fees incurred prior to the termination of this Agreement shall be paid to Party A within fifteen (15) working days from the termination date of this Agreement.

7 Governing Laws, Dispute Resolution and Changes to Laws

7.1 The execution, effectiveness, interpretation, performance, amendment, and termination of this Agreement and dispute resolution under this Agreement shall be governed by the laws of China.

7.2 Where any dispute arising from interpretation and performance of the provisions of this Agreement, the Parties shall settle such dispute through consultation in good faith. Where the Parties fail to reach any agreement with respect to the dispute resolution within thirty (30) days after any Party requests for resolution of such dispute through consultation, either Party may submit the dispute to China International Economic and Trade Arbitration Commission for arbitration in accordance with the arbitration rules in force. The place of arbitration shall be Beijing and the language of arbitration shall be Chinese. The award shall be final and binding on the Parties.

7.3 Where any dispute arising from interpretation and performance of this Agreement or any other dispute is under arbitration, the Parties hereto shall continue to exercise their respective rights and perform their respective obligations under this Agreement, except for the issues in dispute.

8 Liability for Breach and Indemnity

8.1 Where Party B substantially violates any provision under this Agreement, Party A has the right to terminate this Agreement and/or claim for damages against Party B. This Article 8.1 shall not preclude Party A's any other right under this Agreement.

8.2 Unless otherwise provided by the laws of China, Party B has no right to terminate or rescind this Agreement under any circumstances.

8.3 Party B shall indemnify Party A and hold Party A harmless from any loss, damage, liability, or expenses incurred from any litigation, claim or other requests against Party A arising from or caused by the consulting and services that Party A provides to Party B upon the latter's demand, unless such loss, damage, liability or expenses are caused by intentional misconduct of Party A.

9 Notice

9.1 All notices and other communications required or permitted hereunder shall be sent to the following addresses by personal delivery, postage-prepaid registered mail, commercial express delivery or fax. A confirmation shall be sent by email with respect to each notice. Such notices shall be deemed validly delivered according to the following provisions:

9.1.1 Where a notice is sent by personal delivery, express delivery or postage-prepaid registered mail, it will be deemed delivered when the notice is sent to or rejected at the designated address of the recipient.

9.1.2 Where a notice is sent by fax, it will be deemed delivered when the notice is transmitted successfully, evidenced by the automatically-generated transmission confirmation message.

9.2 For the purpose of notice, addresses of the Parties are as follows:

Party A: OptAim (Beijing) Information Technology Co., Ltd. (智云众（北京）信息技术有限公司)
Address: 9D, Unit 2, Building 3, Zhichun Road, No. 48, Haidian District, Beijing
Addressee: Tang Jian (唐健)
Tel: 010-58733487

Party B: Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司)
Address: Room 904, College International Building, Zhijing Road, No. 1, Haidian District, Beijing
Addressee: Tang Jian (唐健)
Tel: 010-58733487

Party B: Zhiyunzhong (Shanghai) Technology Co., Ltd. (指匀众（上海）科技有限公司)
Address: Room CB1109, Layer 1, Hongmei South Road, No.1755, Minhang District, Shanghai
Addressee: Tang Jian (唐健)
Tel: 021-61139062

9.3 Either Party may change its address for notice by sending a notice to other Parties according to the provisions of this Article 9.

10 Transfer

10.1 Without the written consent of Party A in advance, Party B shall not transfer their rights and obligations under this Agreement to any third party.

10.2 Party B agree that, Party A may transfer its rights and obligations under this Agreement to any third party by notifying Party B of such transfer in writing in advance, without further consent of Party B.

11 Severability

If one or more provisions hereof are decided as invalid, illegal or unenforceable in any respect according to any laws or regulations, the validity, legality or enforceability of other provisions hereof shall not be affected or prejudiced in any respect. The Parties shall negotiate in good faith to strive to replace such invalid, illegal or unenforceable provisions with any valid provisions to the maximum extent permitted by laws and expected by the Parties, so that the economic effect of such valid provisions shall be similar to that of such invalid, illegal or unenforceable provisions as much as possible

12 Amendments and Supplementations

Any amendment and supplementation to this Agreement shall be made in writing. Amendment agreements and supplemental agreements executed by the Parties in relation to this Agreement shall constitute an integral part of this Agreement and shall have the same legal force as that of this Agreement.

13 Language and Counterparts

This Agreement is made in two counterparts, and each Party holds one. Both counterparts shall have equal legal force.

[The remainder of this page is intentionally left blank.]

In witness whereof, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement on the date first written above for their joint observance.

Party A: OptAim (Beijing) Information Technology Co., Ltd.
(智云众（北京）信息技术有限公司)

By: /s/ Jian Tang
Name: Tang Jian (唐健)
Title: Legal Representative

Party B: Beijing OptAim Network Technology Co., Ltd.
(北京智云众网络科技有限公司)

By: /s/ Jian Tang
Name: Tang Jian (唐健)
Title: Legal Representative

Party B: Zhiyunzhong (Shanghai) Technology Co., Ltd.
(指匀众（上海）科技有限公司)

By: /s/ Jian Tang
Name: Tang Jian (唐健)
Title: Legal Representative

Exhibit 10.4

Second Amended and Restated Exclusive Option Agreement

This Second Amended and Restated Exclusive Option Agreement (hereinafter referred to as "**this Agreement**") is made by the Parties below on May 26, 2017 in Beijing, the People's Republic of China ("**China**"):

Party A: **OptAim (Beijing) Information Technology Co., Ltd.** (智云众(北京)信息技术有限公司), a limited liability company incorporated and existing under the laws of China, with its registered office at RoomC-1503-032, Building 1, Zhongguancun East Road No.18, Haidian District, Beijing;

Party B: **Tang Jian** (唐健), a Chinese citizen with the ID No. 432922197608190035;

Jiao Jie (焦捷), a Chinese citizen with the ID No. 230103198009280023; and

Party C: **Beijing OptAim Network Technology Co., Ltd.** (北京智云众网络科技有限公司), a limited liability company incorporated and existing under the laws of China, with its registered office at No. 2#9A, Building No. 3, Zhichun Road No. 48, Haidian District, Beijing.

In this Contract, Party A, Party B, and Party C are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

Whereas,

1. the two persons composing Party B jointly holds 100% of the equity interest in Party C, of which, Tang Jian (唐健) holds 49% of the equity interest in Party C and Jiao Jie (焦捷) holds 51% of the equity interest in Party C;

2. Party B intends to grant Party A the irrevocable and exclusive option to purchase all the equity interest in Party C;

3. Party A, Party B and Party C concluded an Amended and Restated Exclusive Option Agreement ("**Original Agreement**") on July 24, 2015 to grant Party A the irrevocable and exclusive option to purchase all equity interest in Party C;

4. the Parties, upon consensus through negotiation, agree to amend and restate the Original Agreement. This Agreement, upon execution by the Parties, will replace the Original Agreement, the provisions of this Agreement will apply to the manners under the Original Agreement, and the Original Agreement will terminate; and

5. Party A, Party C, and Zhiyunzhong (Shanghai) Technology Co., Ltd. (指匀众（上海）科技有限公司) entered into and concluded the Exclusive Business Cooperation Agreement (the "**Exclusive Business Cooperation Agreement**") on January 16, 2015. Party A signed and entered into the Second Amended and Restated Equity Pledge Agreement ("**Equity Pledge Agreement**") with Party B and Party C on May 26, 2017. Tang Jian (唐健) and Jiao Jie (焦捷) of Party B executed the Power of Attorney respectively for granting authority to Party A on May 26, 2017 ("**Power of Attorney**", collectively referred to as "**Control Agreements**" together with the Exclusive Business Cooperation Agreement, the Equity Pledge Agreement, and this Agreement).

Therefore, upon mutual negotiation and consensus, the Parties have reached the following agreement:

1. Sale and Purchase of Equity Interest

1.1 Grant of Option

Party B hereby irrevocably grants Party A an irrevocable and exclusive option ("**Equity Interest Purchase Option**") to purchase, or designate one or more persons (each, a "**Nominee**", who shall be approved by shareholders of Party A) to purchase the equity interest in Party C held by Party B now or in the future once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion and at the price described in Article 1.3 herein. Except for Party A and the Nominee(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 and in this Agreement shall refer to individuals, corporations, joint ventures, partnerships, enterprises, trusts or non-corporate organizations.

For avoidance of doubt, Party A may exercise any right hereunder, including the Equity Interest Purchase Option, at any time upon execution and effectiveness of this Agreement. To the full extent permitted by the laws of China, when Party B is died or loses his/her capacity for civil conduct, Party A has the right to exercise the rights hereunder, including the Equity Interest Purchase Option, against Party B or his/her lawful successors or agents.

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 ("**Equity Interest Purchase Option Notice**"), specifying (a) Party A's or its Nominees' decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or its Nominee(s) from Party B ("**Purchased Equity Interest**"); and (c) the date of purchasing the Purchased Equity Interest/the date of transfer of the Purchased Equity Interest.

1.3 Equity Interest Purchase Price and Payment

Unless appraisal is required by the laws of China at the time when Party A exercises the Equity Interest Purchase Option, the purchase price of the Purchased Equity Interest ("**Equity Interest Purchase Price**") shall be RMB 100 or the lowest price permitted by the laws of China. Party A shall pay the Equity Interest Purchase price to the designated account of Party B within seven (7) days from the date when the Purchased Equity Interest are officially transferred to Party A, with necessary taxes on the Equity Interest Purchase Price deducted or withheld in accordance with the laws of China.

1.4 Transfer of Purchased Equity Interest

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 Purchased Equity Interest to Party A and/or its Nominee(s);

1.4.2 Party B shall obtain written statements from other shareholder of Party C giving consent to the transfer of the Purchased Equity Interest to Party A and/or its Nominee(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 (each referred to as a "Transfer Contract") with Party A and/or the Nominee (if applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Purchased Equity Interest;

1.4.4 The relevant Parties shall execute all the other necessary contracts, agreements or documents (including but not limited to amendments to articles of associations of companies), obtain all necessary government licenses and permits (including but not limited to business licenses of companies), and take all necessary actions to transfer valid ownership of the Purchased Equity Interest to Party A and/or the Nominee, unencumbered by any security interests and to cause Party A and/or the Nominee to become the registered owner of the Purchased Equity Interest. For the purpose of this Article 1.4.4 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. For the purpose of clarity, such security interests shall exclude any security interest created under this Agreement, Party B's Equity Pledge Agreement, and Party B's Power of Attorney. "Party B's Equity Pledge Agreement" as used in this Article 1.4.4 and this Agreement shall refer to the Second Amended and Restated Equity Pledge Agreement executed by Party A, Party B, and Party C on May 26, 2017 and any modification, amendment, or restatement thereto. "Party B's Power of Attorney" as used in this Article 1.4.4 and this Agreement shall refer to the Power of Attorney executed by Tang Jian (唐健) and Jiao Jie (焦捷) composing Party B respectively on May 26, 2017 to grant Party A the power of attorney and any modification, amendment, or restatement thereto.

2. <u>Covenants</u>

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 or bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, prudently and effectively operate its business and handle its affairs, and cause Party C to perform the obligations under the Exclusive Business Cooperation Agreement concluded on January 16, 2015;

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 the legal or beneficial interest in any asset, business or revenues of Party C or allow the creation of any security interest thereon;

2.1.4 After the legal liquidation as described in Article 3.6, Party B will pay any residual value collected on the basis of non-two-way payment to Party A in full amount or cause such payment. If such payment is prohibited by the laws of China, Party B shall make such payment to Party A or the party designated by Party A to the extent permitted by the laws of China;

2.1.5 Without the prior written consent of Party A, they shall not incur, inherit, guarantee or permit the existence of any debt, except (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

2.1.6 They shall always operate all of Party C's businesses during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

2.1.7 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts concluded in the ordinary course of business (for purpose of this Article 2.1.7, a contract with a price exceeding RMB 100,000 shall be deemed a major contract);

2.1.8 Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit or security in any form;

2.1.9 They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;

2.1.10 If requested by Party A, they shall take out and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, in an amount and type of coverage typical for companies that operate similar businesses;

2.1.11 Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person, or cause or permit Party C to sell its assets whose value is more than RMB 100,000;

2.1.12 They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;

2.1.13 To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

2.1.14 Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;

2.1.15 At the request of Party A, they shall appoint any person designated by Party A as the director of Party C and/or dismiss the incumbent directors of Party C ; and

2.1.16 Unless otherwise required by laws of China, Party C shall not be dissolved or liquidated without prior written consent of Party A.

2.2 Acknowledgements and Covenants of Party B

Party B hereby acknowledges that:

2.2.1 To the maximum extent allowed by the laws of China, any equity interest that Party B holds now or in future in Party C is not community property or inheritable property of Party B, and Party B shall not assume debt settlement liability or security liability for any third party with the equity interest he/she hold in Party C. Where such equity interests are divided, transferred, or inherited for any reason, the successor(s) or assignee(s) shall execute all documents required by Party A (including but not limited to this Agreement, the Equity Pledge Agreement, and the Power of Attorney).

Party B hereby covenants as follows:

2.2.2 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 creation of any security interest thereon, except for the pledge created on these equity interests in accordance with Party B's Equity Pledge Agreement;

2.2.3 Party B shall not require Party C to distribute dividends or make profit distribution in any other manner in respect of the equity interest in Party C that Party B holds, propose any matter in relation thereto for approval at the shareholders' meeting, or vote for such matter proposed for approval at the shareholders' meeting. Where Party B receives any revenue, profit distribution, or dividend from Party C, Party B shall immediately pay such revenue, profit distribution, or dividend to Party A or the designated party of Party A or transfer to their accounts as the service fees payable from Party C to Party A under the Exclusive Business Cooperation Agreement for the interest of Party C to the extent permitted by the laws of China;

2.2.4 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 creation of any security interest thereon, without the prior written consent of Party A, except for the pledge created on these equity interests in accordance with Party B's Equity Pledge Agreement;

2.2.5 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;

2.2.6 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;

2.2.7 Party B shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Purchased Equity Interest as set forth in this Agreement and to take any and all the other actions that may be requested by Party A;

2.2.8 To maintain Party B's ownership of his/her equity interests 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;

2.2.9 Party B shall appoint any nominee of Party A as director of Party C, at the request of Party A;

2.2.10 At the request of Party A at any time, Party B shall promptly and unconditionally transfer their equity interests in Party C to Party A's Nominee in accordance with the Equity Interest Purchase Option under this Agreement, and Party B hereby waives the right of first refusal to the respective equity interest transferred by another existing shareholder of Party C (if any); and

2.2.11 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by 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. If Party B retains any additional rights other than those provided for under this Agreement, Party B's Equity Pledge Agreement, and the Power of Attorney issued to Party A as the beneficiary, Party B shall not exercise such rights unless otherwise directed by Party A in writing.

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 Purchased Equity Interest that:

3.1 They have the authority to enter into and deliver this Agreement and any share transfer contracts to which they are parties concerning the Purchased Equity Interest to be transferred thereunder, and to perform their obligations under this Agreement and any transfer contract. Party B and Party C agree to execute 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 The execution and delivery of this Agreement or any transfer contract and the obligations under this Agreement or any transfer contract 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 continuing effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions on 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 they hold. Except for Party B's Equity 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 created any security interest on the aforementioned assets;

3.5 Party C does not have any outstanding debts, except (i) the debts incurred in the ordinary course of business; and (ii) the debts disclosed to Party A for which Party A's written consent has been obtained;

3.6 Where Party C is dissolved or liquidated in accordance with the requirements of the laws of China, Party C shall sell all of its assets to Party B or other qualified subject designated by Party A to the extent permitted by laws of China and at the lowest price permitted by the laws of China. Party C, subject to the applicable laws of China in force, will exempt Party A or its designated qualified subject from any obligation of payment incurred therefrom; any proceeds obtained from any of such transactions, subject to the applicable laws of China in force, shall be paid to Party A or any qualified subject designated by Party A as a part of the service fees under the Exclusive Business Cooperation Agreement;

3.7 Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

3.8 There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

4. Effective Date

This Agreement shall become effect as of the date of official execution of this Agreement by the Parties and shall remain effective until all the equity interests held by Party B in Party C have been legally transferred to Party A or its Nominee 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 and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China.

5.2 Methods of Dispute Resolution

Any dispute arising out of interpretation and performance of this Agreement shall be first settled by the Parties through friendly consultation. If the dispute cannot be settled within thirty (30) days after any Party requests other Parties to settle such dispute through consultation, any Party may submit the dispute to China International Economic and Trade Arbitration Commission to be arbitrated in accordance with rules of arbitration in force. The place of arbitration shall be Beijing and the language of arbitration shall be Chinese. The arbitration award shall be final and binding on the 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 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 hereunder shall be sent to the following addresses by personal delivery, postage-prepaid registered mail, commercial express delivery or fax. A confirmation shall be sent by email with respect to each notice. Such notices shall be deemed validly delivered according to the following provisions:

7.1.1 Where a notice is sent by personal delivery, express delivery or postage-prepaid registered mail, it will be deemed delivered when the notice is sent to or rejected at the designated address of the recipient; and

7.1.2 Where a notice is sent by fax, it will be deemed delivered when the notice is transmitted successfully, evidenced by the information of transmission confirmation automatically generated.

7.2 For the purpose of notice, addresses of the Parties are as follows:

Party A: OptAim (Beijing) Information Technology Co., Ltd. (智云众（北京）信息技术有限公司)
Address: RoomC-1503-032, Building 1, Zhongguancun East Road No.18, Haidian District, Beijing
Addressee: Tang Jian (唐健)
Tel: 010-58733487

Party B: Tang Jian (唐健)
Address: No. 2#1504, North Fourth Ring Road, No. 106, Chaoyang District, Beijing (北京市朝阳区北四环东路 106 号院 2#1504)
Tel: 010-58733487

Party B: Jiao Jie (焦捷)
Address: 15/F, Hong Fu Millennium Building, King’s Road No.665, Hong Kong
Tel: +8613910905012

Party C: Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司)
Address: No. 2#9A, Building No. 3, Zhichun Road No. 48, Haidian District, Beijing
Addressee: Tang Jian (唐健)
Tel: 010-58733487

7.3 Any Party may at any time changes its address for notices by a notice delivered to other Parties in accordance with the provisions herein.

8. Confidentiality

The Parties acknowledge that any oral or written information exchanged between them in connection with this Contract is confidential. Each Party shall keep such information confidential, and may not disclose such information to any third party without the written consent of other Parties, except for any information (a) which is or becomes publicly available not through disclosure by the receiving Party; (b) which is required by applicable laws or any rules of stock exchange to disclose; or (c) which is required to be disclosed by either Party to its legal or financial consultant in connection with the transaction hereunder, provided that such consultant is subject to any confidentiality obligation similar to that set forth herein. If the personnel or institutions employed or engaged by either Party disclose any confidential information, it will be deemed disclosure by such Party, and such Party shall be liable for breach of this Contract. This Article 8 shall survive the termination of this Contract for whatever reasons.

9. Further Undertakings

The Parties agree to promptly execute documents that are reasonably required for or are desirous to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are desirous to the implementation of the provisions and purposes of this Agreement.

10. Liability for Breach of this Agreement

10.1 Where Party B or Party C materially breaches any term under this Agreement, Party A shall have the right to terminate this Agreement and/or claim damages against Party B or Party C; this Article 10 shall not prejudice any other rights of Party A hereunder;

10.2 Unless otherwise specified by laws, Party B or Party C has no right to terminate or rescind this Agreement under any circumstances.

11. Miscellaneous

11.1 Amendment, Modification, and Supplementation

Any amendment, modification, and supplementation to this Agreement shall be made by execution of a written agreement by the Parties.

11.2 Entire Agreement

Except for the amendments, modifications, or supplementations made in writing after the execution of this Agreement, this Agreement shall constitute the entire agreement 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 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 and Copies

This Agreement is written in Chinese and is made in four (4) counterparts, and each Party executing this Agreement will hold one (1). All copies are of the same legal force.

11.5 Severability

If one or more provisions hereof are decided as invalid, illegal or unenforceable in any respect according to any laws or regulations, the validity, legality or enforceability of other provisions hereof shall not be affected or prejudiced in any respect. The Parties shall negotiate in good faith to strive to replace such invalid, illegal or unenforceable provisions with any valid provisions to the maximum extent permitted by laws and expected by the Parties, so that the economic effect of such valid provisions shall be similar to that of such invalid, illegal or unenforceable provisions as much as possible.

11.6 Successors

This Agreement shall be binding on and shall inure to the benefit of the respective successors of the Parties and the permitted assignees of such Parties.

11.7 Survival

11.7.1 Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 The provisions of Articles 5, 7, 8, and this Article 10.8 shall survive the termination of this Agreement.

11.8 Waiver

Any Party may waive the terms and conditions of this Agreement, provided that such 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.

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In witness whereof, the Parties and/or their respective legal representatives have executed this Amended and Restated Exclusive Operation Agreement as of the date first written above.

Party A

OptAim (Beijing) Information Technology Co., Ltd.
(智云众（北京）信息技术有限公司)

By: /s/ Jian Tang

Name: Tang Jian (唐健)

Title: Legal Representative

In witness whereof, the Parties and/or their respective legal representatives have executed this Amended and Restated Exclusive Operation Agreement as of the date first written above.

Party B

By: /s/ Jian Tang

Name: Tang Jian (唐健)

In witness whereof, the Parties and/or their respective legal representatives have executed this Amended and Restated Exclusive Operation Agreement as of the date first written above.

Party B

By: /s/ Jie Jiao

Name: Jiao Jie (焦捷)

In witness whereof, the Parties and/or their respective legal representatives have executed this Amended and Restated Exclusive Operation Agreement as of the date first written above.

Party C

Beijing OptAim Network Technology Co., Ltd.
(北京智云众网络科技有限公司)

By: /s/ Jian Tang

Name: Tang Jian (唐健)

Title: Legal Representative

Exhibit 10.5

Second Amended and Restated Equity Pledge Contract

This second amended and restated equity pledge contract (the "**Contract**") is made by the following parties in Beijing on May 26, 2017.

Party A:

OptAim (Beijing) Information Technology Co., Ltd. (智云众（北京）信息技术有限公司), a limited liability company organized and existing according to China laws, having its registered address at RoomC-1503-032, Building 1, Zhongguancun East Road No. 18, Haidian District, Beijing, and its legal representative Tang Jian (唐健);

(hereinafter referred to as the "**Pledgee**")

Party B:

Tang Jian (唐健), a Chinese citizen, having his/her ID No. 432922197608190035;

Jiao Jie (焦捷), a Chinese citizen, having his/her ID No. 230103198009280023;

(hereinafter referred to as the "**Pledgors**")

Party C: Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司), a limited liability company organized and existing according to China laws, having its registered address at No. 2#9A, Building No. 3, Zhichun Road No. 48, Haidian District, Beijing , and its legal representative Tang Jian (唐健)..

For purpose of this contract, the Pledgee, the Pledgors and Party C are hereinafter referred to individually as a "**Party**", and collectively as the "**Parties**".

Whereas,

1. The Pledgors are citizens of the People's Republic of China ("**China**"). Party C is a limited liability company who was registered in Beijing, China. The Pledgors are the shareholders of Party C. The capital contribution is RMB 1 million, among which Tang Jian (唐健) holds 49% equity in Party C, and Jiao Jie (焦捷) holds 51% equity in Party C. Party C acknowledges the rights and obligations of the Pledgors and the Pledgee hereunder, and agrees to provide any assistance required for registration of the Pledge.
2. The Pledgee is a wholly foreign-owned enterprise registered in Beijing, China. The Pledgee, Zhiyunzhong (Shanghai) Technology Co., Ltd. (指匀众（上海）科技有限公司) and Party C entered into an Exclusive Business Cooperation Agreement ("**Exclusive Business Cooperation Agreement**") on January 16, 2015. The Pledgee, the Pledgors, and Party C entered into the Second Amended and Restated Exclusive Option Agreement ("**Exclusive Option Agreement**") on May 26, 2017. The Pledgors signed respectively the Power of Attorney to grant authority to the Pledgee on May 26, 2017 (the "**POA**", together with the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Contract as the "**Control Agreements**").

3. The Pledgors hereby create a pledge over their equity in Party C for performance of the obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the POA and this Contract, to ensure the Pledgee to collect all due amounts payable by Party C, including but not limited to the consulting and service fee, and to secure performance by Party C and the Pledgors of other obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the POA and this Contract.

4. The Pledgee, Party C, Tang Jian (唐健) and Jiao Jie (焦捷) entered into the Amended and Restated Equity Pledge Contract ("**Original Contract**") on June 24, 2015, whereby Tang Jian (唐健) and Jiao Jie (焦捷) created a pledge over their entire equity in Party C.

5. The Parties agree to amend and restate the Original Contract upon negotiation and consensus. This Contract, once signed by the Parties, shall replace the Original Contract. The matters under the Original Contract shall be governed by this Contract, and the Original Contract shall terminate.

1. <u>Definitions</u>

Unless this Contract provides otherwise, the terms below shall have the following meanings:

1.1 "**Pledge**" means the security interest created by the Pledgors in favor of the Pledgee according to Article 2 hereof, that is, the precedential rights of the Pledgee to be satisfied by the proceeds obtained from exchange, auction or sale of the Equity.

1.2 "**Equity**" means the entire equity interest held or to be acquired by the Pledgors in Party C according to Article 2.1 hereof.

1.3 "**Pledge Period**" means the period specified in Article 3 hereof.

1.4 "**Contractual Obligations**" means all obligations assumed by the Pledgors and Party C under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the POA and this Contract, including but not limited to the consulting and service fees due and payable to the Pledgee according to the Exclusive Business Cooperation Agreement, whether on the specified due date, through prepayment or otherwise.

1.5 "**Secured Debts**" means all the direct, indirect and consequential losses and the loss of expected benefit incurred by the Pledgee for any event of default of the Pledgors and/or Party C. The basis of any amount of such losses includes but is not limited to the reasonable business plan and profit forecast of the Pledgee, and all costs and expenses incurred by the Pledgee for enforcing any Contractual Obligations of the Pledgors and/or Party C.

1.6 "**Events of Default**" means the circumstances set forth in Article 7 hereof.

1.7 "**Default Notice**" means the notice issued by the Pledgee according hereto to announce any event of default.

2. Pledge

2.1 To secure the timely and complete performance of the Contractual Obligations and repayment of the Secured Debts by the Pledgors and Party C, the Pledgors hereby create a first-rank pledge in favor of the Pledgee over their Equity in Party C (including the registered capital (capital contribution) held by the Pledgors in Party C) and the related interest in such Equity, and other registered capital (capital contribution) to be acquired by the Pledgors and the related equity interest therein ("**Equity**"). As of execution hereof, the Equity over which the Pledgors create the Pledge is 100% equity they hold in Party C, and the corresponding capital contribution amount in Party C's registered capital is RMB 1 million, accounting for 100% in the registered capital.

2.2 The Parties understand and agree that the monetary valuation arising from or relating to the Secured Debts is changing and floating until the closing date (as defined below).

2.3 If any of the following circumstances ("**Closing Causes**") occurs, the value of the Secured Debts shall be determined according to the total amount of the due and outstanding Secured Debts owed to the Pledgee on the date of such Closing Cause or the date immediately before that date ("**Fixed Debts**"):

(a) Any Control Agreement other than this Contract is terminated according its relevant provisions;

(b) Any Event of Default under Article 7 hereof occurs and is not resolved, which causes the Pledgee to deliver a Default Notice to relevant Pledgor according to Article 7.3 hereof;

(c) The Pledgee, upon due investigation, reasonably believes that any of the Pledgors and/or Party C has become or may be insolvent; or

(d) Any other events which fix the Secured Debts according to relevant laws of China.

2.4 For the avoidance of any doubt, the date when the Closing Cause occurs is the closing date ("**Closing Date**"). The Pledgee may elect to realize the Pledge according to Article 8 hereof on or after the Closing Date.

2.5 During the Pledge Period, the Pledgee is entitled to receive the dividend or bonus. The Pledgors may only receive the dividend or bonus with the prior written consent of the Pledgee. At the request of the Pledgee, the dividend or bonus received by the Pledgors shall, after deducting the individual income tax payable by the Pledgors, be (1) deposited in the account designated by the Pledgee, supervised by the Pledgee, and used to secure the Contractual Obligations and discharge the Secured Debts in the first place; or (2) without violating any China laws, presented to the Pledgee or any person designated by the Pledgee unconditionally and for no consideration.

2.6 The Pledgors may make additional capital contribution to Party C only when the Pledgee agrees in writing in advance. The additional capital contribution made to the company's registered capital shall become part of the Equity subject to the Pledge.

2.7 If Party C is required to be dissolved or liquidated according to any mandatory provisions of China laws, at the request of the Pledgee, any interest received by the Pledgors from Party C after completion of the dissolution or liquidation procedure according to law shall be (1) deposited in the account designated by the Pledgee, supervised by the Pledgee, and used to secure the Contractual Obligations and discharge the Secured Debts in the first place; or (2) without violating any China laws, presented to the Pledgee or any person designated by the Pledgee unconditionally and for no consideration.

3. Pledge Period

3.1 The Pledge shall become effective when it is registered with the administration for industry and commerce at the place of Party C ("**Registration Authority**"), and remain valid until the last installment of the Contractual Obligations and the Secured Debts secured by the Pledge are fulfilled or repaid fully ("**Pledge Period**"). The Parties agree that after the execution of this Contract the Pledgors and Party A shall immediately submit an application to the Registration Authority for creation registration of the equity pledge according to the *Measures for the Registration of Equity Pledge at Administrations for Industry and Commerce*. The Parties further agree to complete the registration of equity pledge and obtain the registration notice from the Registration Authority within fifteen (15) days after the Registration Authority accepts the above application. The Parties jointly acknowledge that to go through the equity pledge registration procedure, the Parties shall submit this Contract or an equity pledge contract signed in the form required by the administration for industry and commerce at the place of Party C and truly representing the Equity's information hereunder ("**Registered Pledge Contract**") to the administration for industry and commerce. Any matter not covered by the Registered Pledge Contract shall be subject to this Contract. The Pledgors and Party C shall submit all required documents and go through all required procedures according to China laws and regulations and various requirements of the administration for industry and commerce, and ensure the equity pledge is registered as soon as possible after the submission of application.

3.2 During the Pledge Period, if Party C fails to perform any Contractual Obligation or repay any Secured Debt hereunder, the Pledgee has the right (but is not obligated to) dispose of the Pledge according to the provisions hereof.

4. Custody of Records of the Equity subject to Pledge

4.1 Within three (3) days from the date of signing this Agreement, Party C shall issue the register of shareholders and the capital contribution certificate recording the Pledge in the form and substance set forth in Exhibit 1 hereto.

4.2 The Pledgors shall deliver the register of shareholders and the capital contribution certificate recording the Pledge (and other documents reasonably required by the Pledgee, including but not limited to the equity registration notice issued by the administration for industry and commerce) to the Pledgee for custody on the date when the Pledge is registered and created. The pledgee shall keep such documents during the whole Pledge Period set forth herein.

5. Representations and Warranties of the Pledgors and Party C

The Pledgors represent and warrant to the Pledgee as follows:

5.1 The Pledgors are the sole legal and beneficial owners of the Equity, and have lawful, complete and full ownership to the Equity they hold except as otherwise stipulated in any other agreement signed by the Pledgors and the Pledgee.

5.2 The Pledgee is entitled to dispose of and transfer the Equity according to the provisions hereof.

5.3 Except for the Pledge, the Pledgors have not created any security interest or other encumbrance over the Equity, no dispute exists over the ownership to the Equity, and the Equity is not subject to any actual or threatened attachment or other legal procedures, and may be pledged or transferred according to the laws to which it is subject.

5.4 The Pledgors' execution hereof and exercise of any right or performance of any obligations hereunder will not violate any laws, regulations, any agreement or contract to which the Pledgors are a party, or any covenants made by the Pledgors to any third party.

5.5 All documents, materials, statements and certificates provided by the Pledgors to the Pledgee are accurate, true, complete and valid.

Party C represents and warrants to the Pledgee as follows:

5.6 Party C is a limited liability company organized and validly existing according to China laws who has separate legal personality and full and independent legal status and capacity to execute, deliver and perform this Contract.

5.7 This Contract is duly executed by Party C, and constitutes the lawful, valid and binding obligations of Party C.

5.8 Party C has the full internal power and authority to enter into and deliver this Contract and all other documents relating to the transaction contemplated hereunder, and has the full power and authority to complete such transaction.

5.9 There is no major security interest or other encumbrances over the assets of Party C which may affect the rights and interests of the Pledgee in the Equity, including but not limited to any assignment of Party C's intellectual property or other asset with a value of not less than RMB 100,000, or any encumbrances on the title or use right of such assets.

5.10 There is no pending or, to the knowledge of Party C, threatened litigation, arbitration or other legal procedure against the Equity, Party C or its assets before any court or arbitral tribunal, or any pending or, to the knowledge of Party C, threatened administrative procedure or penalty of any governmental authority or administrative body against the Equity, Party C or its assets, which may have material adverse effect on Party C's economic condition or the Pledgors' ability to perform any obligations hereunder or to assume the responsibility of security.

5.11 Party C hereby agrees to be jointly and severally liable to the Pledgee for the representations and warranties made by the Pledgors hereunder.

5.12 Party C hereby warrants to the Pledgee that the above representations and warranties shall be true and correct at any time before the Contractual Obligations are fully performed or the Secured Debts are fully repaid, and shall be fully complied with.

6. Covenants and Further Agreements of the Pledgors and Party C

The Pledgors covenant and further agree as follow:

6.1 During the term of this Contract, the Pledgors hereby convent that they shall

6.1.1 not attempt or permit others to attempt to transfer the Equity in whole or in part, or create or permit existence of any security interest or other encumbrance which may affect the Pledgee's rights and interests in the Equity without the prior written consent of the Pledgee, except for performing the Option Contract signed between the Pledgors, Pledgee and Party C on the date of this Contract;

6.1.2 comply with the provisions of all laws and regulations applicable to the Pledge, and present to the Pledgee any notice, order or suggestion issued or made by any competent authority (or any other authorities) with respect to the Pledge within 5 days of receiving such notice, order or suggestion, and comply with such notice, order or suggestion or submit any objection and statement on the above notice, order or suggestion at the reasonable request or with the consent of the Pledgee;

6.1.3 Immediately notify the Pledgee of any event or notice received by them which may have effect on any rights of the Pledgee in the Pledge or part of the Pledge, and any event or notice received by them which may have effect on any warranty or other obligations of the Pledgors arising from this Contract.

6.2 The Pledgors agree that they or their successors or representatives, or any other persons may not discontinue or interrupt, through any legal procedure, any right in the Pledge acquired by the Pledgee hereunder.

6.3 In order to protect or perfect any security interest hereunder, the Pledgors hereby covenant that they will execute and promote other parties interested in the Pledge to execute all certificates, agreements, deeds and/or undertakings required by the Pledgee. The Pledgors further covenant that they will take and promote other parties interested in the Pledge to take other actions required by the Pledgee, to facilitate the Pledgee to exercise any right or authority granted to it hereunder, and will enter into all relevant documents with the Pledgee or any nominee of the Pledgee (whether an individual or legal person) with respect to the ownership to the Equity. The Pledgors covenant that they will provide the Pledgee with all notices, orders and decisions relating to the Pledge as requested by the Pledgee within a reasonable period.

6.4 The Pledgors hereby undertake to the Pledgee that they will comply with and perform all warranties, covenants, agreements, representations and conditions hereof. If any Pledgor fails to perform any of such warranties, covenants, agreements, representations and conditions in whole or in part, the Pledgors shall compensate for all losses thus incurred by the Pledgee.

6.5 If any court or other governmental department takes any compulsory measures on the Equity subject to Pledge hereunder, the Pledgors shall use their best efforts to lift such compulsory measures, including but not limited to providing other security to the court or taking other measures.

6.6 If the value of the Equity is possible to reduce which may endanger the Pledgee's rights, the Pledgee may request the Pledgors to provide additional mortgage or other security. If the Pledgors fail to so provide, the Pledgee may auction or sell the Equity at any time, and use the proceeds from such auction or sale to prepay the Secured Debts or lodge the proceeds. The Pledgors shall be liable for all costs thus incurred.

6.7 Without the Pledgee's prior written consent, the Pledgors and/or Party C may not increase, reduce or transfer (or assist others to increase, reduce or transfer) the registered capital of Party C (or their respective capital contribution in Party C), or create (or assist others to create) any encumbrances over the registered capital or capital contribution. Subject to the preceding sentence, any equity in Party C registered or acquired by the Pledgors after the date hereof is referred to as "Additional Equity". The Pledgors and Party C shall immediately enter into a supplementary equity pledge agreement in connection with the Additional Equity with the Pledgee when the Pledgors acquire such Additional Equity, promote Party C's board of directors and shareholders' meeting to approve such supplementary equity pledge agreement, and provide the Pledgee with all documents required for the supplementary equity pledge agreement, including but not limited to: (a) the original capital contribution certificate of the Additional Equity issued by Party C; and (b) the copies of the capital verification report of the Additional Equity issued by the Chinese certified public account. The Pledgors and Party C shall go through the pledge creation registration of such Additional Equity according to Article 3.1 hereof.

6.8 Unless the Pledgee gives any prior written instructions to the contrary, the Pledgors and/or Party C agree that if all or part of the Equity is transferred between the Pledgors and any third party ("Equity Transferee") in violation of this Contract (including severance and succession), the Pledgors and/or Party C shall ensure the Equity Transferee to unconditionally accept the Pledge and go through the required formality of changing pledge registration (including but not limited to signing relevant documents) to ensure the existence of the Pledge.

6.9 If the Pledgee provides any loan to Party C, the Pledgors and/or Party C agree to create a pledge over the Equity in favor of the Pledgee to further secure such loan, and go through relevant formalities according to the requirements of laws, regulations and local practices (if any), including but not limited to signing relevant documents and going through the registration formality of creation (or change) of pledge.

Party C covenants and further agrees as follows:

6.10 If any third person's consent, permission, waiver or authorization, or any approval, permission, or exemption of any governmental authority, or any registration or recording formalities with any governmental authority (if legally required) is required to execute and perform this Contract, or to create the Equity Pledge hereunder, Party C shall use its best effort to obtain such consent, permission, waiver, authorization, exemption, registration or recording, and keep them fully valid during the term of this Contract.

6.11 Without prior written consent of the Pledgee, Party C will not assist or permit the Pledgors to create any new pledge or other security interest over the Equity or to transfer the Equity.

6.12 Party C agrees to strictly comply with the obligations under Article 6.7, 6.8 and 6.9 hereof with the Pledgors.

6.13 Without prior written consent of the Pledgee, Party C shall not transfer Party C's assets or create or permit existence of any security interest or other encumbrances which may affect the Pledgee's rights and interests in the Equity over Party C's assets, including but not limited to any transfer of any Party C's intellectual property or other assets with an amount of not less than RMB 100,000, or creation of any encumbrances on the title or use right of such assets.

6.14 In case that any legal litigation, arbitration or other claim occurs, and may have adverse effect on Party C, the Equity or the Pledgee's interest under the Control Agreements, Party C shall notify the Pledgee in writing as soon as possible, and take all necessary measures to ensure the Pledgee's pledge interest in the Equity at the reasonable request of the Pledgee.

6.15 Party C may not carry out or permit any activities or actions that may have adverse effect on the Pledgee's interest under the Control Agreements or on the Equity.

6.16 Party C shall provide the Pledgee with the financial statements for the previous calendar quarter in the first month of the current calendar quarter, including but not limited to the balance sheet, income statement and cash flow statement.

6.17 Party C undertakes to take all necessary measures and execute all necessary documents at the reasonable request of the Pledgee, to ensure the pledge interest of the Pledgee in the Equity and the exercise and realization of such interest.

6.18 If the exercise of the Pledge hereunder causes transfer of any part of the Equity, Party C undertakes to take all measures to complete such transfer.

6.19 Party B shall ensure and shall promote Party C's other shareholder to ensure Party C to complete the registration formality of extending business period three (3) months before expiration of Party C's business period, so that this Contract continues to be effective.

7. Events of Default

7.1 The following circumstances shall be deemed Events of Default hereunder:

7.1.1 Party C fails to fully pay the consulting and service fee under the Exclusive Business Cooperation Agreement, or fails to repay the loan, or breaches any obligations under the Control Agreements;

7.1.2 Any representations or warranties made by the Pledgors under Article 5 hereof contain any material misrepresentation or mistake, and/or the Pledgors breache any warranties in Article 5 hereof;

7.1.3 The Pledgors or Party C fails to complete the pledge registration with the Registration Authority according to Article 3.1 hereof;

7.1.4 The Pledgors or Party C violates any provisions hereof;

7.1.5 Except as expressly provided in Article 6.1.1, the Pledgors transfer or intend to transfer or waive the Equity subject to Pledge, or assign the Equity subject to Pledge without the Pledgee's written consent;

7.1.6 Any loans, warranties, indemnifications, covenants or other debts or liabilities owed by the Pledgors to any third party (1) are required to be prepaid or performed early owing to the Pledgors' breach of contract; or (2) have become due but are not repaid or performed in a timely manner;

7.1.7 Any approval, license, permission or authorization required for this Contract to remain enforceable, lawful and valid is revoked, suspended, invalidated or changed materially;

7.1.8 The promulgation of any applicable laws makes this contract illegal or the Pledgors unable to perform any obligations hereunder;

7.1.9 Any adverse change to the property owned by the Pledgors makes the Pledgee believe that the Pledgors' ability to perform any obligation hereunder has been affected;

7.1.10 The successor or trustee of Party C is able to perform only part of the payment obligation under the Exclusive Business Cooperation Agreement, or refuses to perform any of such obligation; and

7.1.11 Any other circumstance where the Pledgee is or may be unable to exercise any right of the Pledge, including but not limited to the death or loss of capacity of the Pledgors;

7.2 The Pledgors shall immediately notify in writing the Pledgee of any of the above circumstances specified in Article 7.1 or any event which may cause the above circumstances.

7.3 Unless the Events of Default specified in Article 7.1 hereof have been corrected to the satisfaction of the Pledgee within thirty (30) days after the Pledgee notifies thereof, the Pledgee may send a Default Notice to the Pledgors when or after the Events of Default occur, and require the Pledgors to pay immediately all due and outstanding amounts under the Control Agreements and all other amounts payable to the Pledgee, and/or repay the loan and/or dispose of the Pledge according to Article 8 hereof.

8. Exercise of Pledge

8.1 The Pledgors may not transfer the Equity in Party C without the written consent of the Pledgee.

8.2 The Pledgee may send a Default Notice to the Pledgors when it exercises the Pledge.

8.3 Subject to Article 7.3 hereof, the Pledgee may exercise the right to enforce the Pledge at any time when or after it sends out the Default Notice according to Article 7.2 hereof. Once the Pledgee elects to enforce the Pledge, the Pledgors shall not own any rights or interests relating to the Equity.

8.4 In case of any default, to the extent permitted by and subject to applicable laws, the Pledgee is entitled to dispose of the Equity subject to Pledge. The proceeds received by the Pledgee for exercising the Pledge, after repaying the Secured Debts, shall be paid to the Pledgors or other persons entitled to the remaining amount, if any, without any interest.

8.5 When the Pledgee disposes of the Pledge according to this Contract, the Pledgors and Party C shall provide necessary assistance so that the Pledgee may enforce the Pledge according to this Contract.

8.6 The Pledgors shall assume all expenses, taxes and legal costs relating to creation of Equity Pledge hereunder and realization of the Pledgee's rights, except for those to be assumed by the Pledgee according to laws.

9. Transfer

9.1 The Pledgors may not transfer or delegate any right or obligation hereunder without the prior written consent of the Pledgee.

9.2 This Contract shall be binding upon and inure to the benefit of the Pledgors and their respective successors and permitted assigns.

9.3 The Pledgee may transfer all or any rights or obligations under the Exclusive Business Cooperation Agreement to any nominee (individual or legal person) at any time. In such case, the transferee shall have the rights and obligations of the Pledgee under this Contract, as if it is an original party hereto. When the Pledgee transfers its rights and obligations under the Exclusive Business Cooperation Agreement, at the request of the Pledgee, the Pledgors shall enter into relevant agreement or other document with respect to such transfer.

9.4 Where the Pledgee is replaced by others owing to any transfer abovementioned, at the request of the Pledgee, the Pledgors shall enter into a new pledge contract with the new pledgee on the same terms and conditions as those set forth herein.

9.5 The Pledgors shall strictly comply with this Contract and other contracts signed with the Parties or a Party jointly or individually, including the Exclusive Option Contract and the POA granted to the Pledgee, perform the obligations hereunder and thereunder, and may not take any action/forbearance that may affect the validity and enforceability hereof or thereof. Unless the Pledgee instructs in writing, the Pledgors may not exercise any remaining rights in the Equity pledged hereunder.

10. Termination

When the Exclusive Business Cooperation Agreement is fully performed and the consulting and service fee thereunder is fully paid, and when the obligations of Party C under other Control Agreements are terminated, this Contract shall terminate. The Pledgee shall try to cancel or terminate this Contract as soon as reasonably and practically possible.

Unless the law provides otherwise, in no event will the Pledgors or Party C have the right to terminate or rescind this Contract.

11. Formality fee and other expenses

Party C shall assume all costs and expenses relating to this Contract, including but not limited to the attorney's fee, cost of production, stamp tax and other taxes and expenses. If applicable laws require the Pledgee to assume certain taxes and expenses, the Pledgors shall promote Party C to reimburse fully such taxes and expenses paid by the Pledgee.

12. Confidentiality

The Parties acknowledge that any oral or written information exchanged between them in connection with this Contract is confidential. Each Party shall keep such information confidential, and may not disclose such information to any third party without the written consent of other Parties, except for any information (a) which is or becomes publicly available not through disclosure by the receiving Party; (b) which is required by applicable laws or any rules of stock exchange to disclose; or (c) which is required to be disclosed by either Party to its legal or financial consultant in connection with the transaction hereunder, provided that such consultant is subject to any confidentiality obligation similar to that set forth herein. If the personnel or institutions employed or engaged by either Party disclose any confidential information, it will be deemed disclosure by such Party, and such Party shall be liable for breach of this Contract. This Article 12 shall survive the termination of this Contract for whatever reasons.

13. Governing Law and Dispute Resolution

13.1 The execution, validity, interpretation and performance hereof and the resolution of any dispute hereunder shall be governed by the publicly available laws officially promulgated by China. Any matters not covered by such laws shall be governed by the international legal principles and practices.

13.2 If any dispute arises from interpretation or performance of any provisions hereof, the Parties shall resolve such dispute in good faith through negotiation. If the Parties fail to reach a consensus on the solution of such dispute within 30 days after either Party requests for negotiation, either Party may refer the dispute to China International Economic and Trade Arbitration Commission for arbitration according to the currently effective arbitration rules of the Commission. The arbitration shall be carried out in Chinese in Beijing. The arbitral award shall be conclusive and binding upon the Parties in question.

13.3 When any dispute arises from interpretation or performance of this Contract or the dispute is in arbitration, the Parties hereto shall continue to exercise their rights and perform their obligations hereunder other than those in dispute.

14. Notice

14.1 All notices and other communications required or permitted hereunder shall be sent to the following addresses by personal delivery, postage-prepaid registered mail, commercial express delivery or fax. A confirmation shall be sent by email with respect to each notice. Such notices shall be deemed validly delivered according to the following provisions:

14.1.1 Where a notice is sent by personal delivery, express delivery or postage-prepaid registered mail, it will be deemed delivered when the notice is sent to or rejected at the designated address of the recipient.

14.1.2 Where a notice is sent by fax, it will be deemed delivered when the notice is transmitted successfully, evidenced by the information of transmission confirmation automatically generated.

14.2 For the purpose of notice, the addresses of the Parties are as follows:

Party A: OptAim (Beijing) Information Technology Co., Ltd. (智云众（北京）信息技术有限公司)
Address: Room C-1503-032, Building 1, Zhongguancun East Road No. 18, Haidian District, Beijing
Addressee: Tang Jian (唐健)
Tel: 010-58733487

Party B: Tang Jian (唐健)
Address: No. 2#1504, North Fourth Ring Road, No. 106, Chaoyang District, Beijing
Tel: 010-58733487

Party B: Jiao Jie (焦捷)
Address: 15/F, Hong Fu Millennium Building, King's Road No. 665, Hong Kong
Tel: +8613910905012

Party C: Party C:Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司)
Address: No. 2#9A, Building No. 3, Zhichun Road No. 48, Haidian District, Beijing
Addressee: Tang Jian (唐健)
Tel: 010-58733487

14.3 Either Party may change its address for notice by sending a notice to other Parties according to the provisions of this Article 14.

15. Severability

If any or several provisions hereof are decided as invalid, illegal or unenforceable in any respect according to any laws or regulations, the validity, legality or enforceability of other provisions hereof shall not be affected or prejudiced in any respect. The Parties shall negotiate in good faith to strive to replace such invalid, illegal or unenforceable provisions with any valid provisions to the maximum extent permitted by laws and expected by the Parties, so that the economic effect of such valid provisions shall be similar to that of such invalid, illegal or unenforceable provisions as much as possible.

16. Exhibits

The exhibits hereto are an integral part of this Contract.

17. Effectiveness

17.1 This Contract shall become effective when the Parties duly sign it.

17.2 Any amendment to, modification of or supplementation to this Contract shall be made in writing, and become effective when the Parties sign or seal and when the governmental registration procedure (if applicable) is completed.

17.3 This Contract is made in five (5) counterparts. Each signing Party shall hold one (1) counterpart, and one (1) counterpart shall be submitted to the Registration Authority. The counterparts of this Contract shall have equal legal force.

18. Entire Contract

Except for the written amendment, supplementation or modification made after execution of this Contract, this Contract shall constitute the entire agreement between the Parties with respect to the subject matter hereof, and shall replace all previous oral or written negotiations, representations or contracts reached between the Parties with respect to the subject matter hereof.

[The remainder of this page is intentionally left blank]

In witness whereof, the Parties and/or their legal representatives have signed this Second Amended and Restated Equity Pledge Contract on the date first written above for their joint observance.

Party A:

OptAim (Beijing) Information Technology Co., Ltd. (seal)

(智云众（北京）信息技术有限公司)

By: /s/ Jian Tang

Name: Tang Jian (唐健)

Title: legal representative

In witness whereof, the Parties and/or their legal representatives have signed this Second Amended and Restated Equity Pledge Contract on the date first written above for their joint observance.

Party B:

By: /s/ Jian Tang

Name: Tang Jian (唐健)

In witness whereof, the Parties and/or their legal representatives have signed this Second Amended and Restated Equity Pledge Contract on the date first written above for their joint observance.

Party B:

By: /s/ Jie Jiao

Name: Jiao Jie (焦捷)

In witness whereof, the Parties and/or their legal representatives have signed this Second Amended and Restated Equity Pledge Contract on the date first written above for their joint observance.

Party C:

Beijing OptAim Network Technology Co., Ltd. (seal)

(北京智云众网络科技有限公司)

By: /s/ Jian Tang

Name: Tang Jian (唐健)

Title: legal representative

Exhibit 1

Beijing OptAim Network Technology Co., Ltd.

Register of Shareholders and Capital Contribution Certificate Recording the Pledge

Register of Shareholders of Beijing OptAim Network Technology Co., Ltd.

The shareholders and relevant information of Beijing OptAim Network Technology Co., Ltd. (the "**Company**") is as follows:

Name of shareholder	Type of shareholder	Capital contribution amount (RMB)	Form of contribution	Shareholding percentage	Domicile	No. of Capital Contribution Certificate	Pledge registration
Tang Jian (唐健)	Natural person	RMB 490,000	Cash	49%	No. 2#1504, North Fourth Ring Road, No. 106, Chaoyang District, Beijing (北京市朝阳区北四环东路106号院2#1504)	No. 2017-1	The 49% equity held by Tang Jian (唐健) in the Company has been pledged to OptAim (Beijing) Information Technology Co., Ltd. (智云众(北京)信息技术有限公司)
Jiao Jie (焦捷)	Natural person	RMB 510,000	Cash	51%	15/F, Hong Fu Millennium Building, King's Road No.665, Hong Kong	No. 2017-2	The 51% equity held by Jiao Jie (焦捷) in the Company has been pledged to OptAim (Beijing) Information Technology Co., Ltd. (智云众(北京)信息技术有限公司)

Second Amended and Restated Equity Pledge Contract

Beijing OptAim Network Technology Co., Ltd.

(北京智云众网络科技有限公司) (seal)

Legal representative (signature): _____

Issuance date: , , 2017

Second Amended and Restated Equity Pledge Contract

Beijing OptAim Network Technology Co., Ltd.

Shareholder Capital Contribution Certificate

(No. 2017-1)

1. Company's full name: Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司)

2. Company's address: No. 2#9A, Building No. 3, Zhichun Road No. 48, Haidian District, Beijing

3. Company's date of establishment: September 7, 2012

4. Company's registered capital: RMB 1 million

5. Company's shareholders: Tang Jian (唐健) is a shareholder of this Company, who holds 49% equity in the Company (corresponding to the contribution of RMB 490,000 in the registered capital which has been paid up), and is entitled to the shareholders' rights set forth in the Company's articles of association.

6. Equity pledge: The 49% equity held by Tang Jian (唐健) in the Company has been pledged in favor of OptAim (Beijing) Information Technology Co., Ltd. (智云众（北京）信息技术有限公司)

Beijing OptAim Network Technology Co., Ltd.

(北京智云众网络科技有限公司) (seal)

Legal representative (signature): _____

Issuance date: , , 2017

Second Amended and Restated Equity Pledge Contract

Beijing OptAim Network Technology Co., Ltd.

Shareholder Capital Contribution Certificate

(No. 2017-2)

1. Company's full name: Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司)

2. Company's address: No. 2#9A, Building No. 3, Zhichun Road No. 48, Haidian District, Beijing

3. Company's date of establishment: September 7, 2012

4. Company's registered capital: RMB 1 million

5. Company's shareholders: Jiao Jie (焦捷) is a shareholder of this Company, who holds 51% equity in the Company (corresponding to the contribution of RMB 510,000 in the registered capital which has been paid up), and is entitled to the shareholders' rights set forth in the Company's articles of association.

6. Equity pledge: The 51% equity held by Jiao Jie (焦捷) in the Company has been pledged in favor of OptAim (Beijing) Information Technology Co., Ltd. (智云众（北京）信息技术有限公司)

Beijing OptAim Network Technology Co., Ltd.
(北京智云众网络科技有限公司) (seal)

Legal representative (signature): _____

Issuance date: , , 2017

Second Amended and Restated Equity Pledge Contract

Exhibit 10.6

Power of Attorney

Date: May 26, 2017

The undersigned, Jiao Jie (焦捷), a citizen of the People's Republic of China ("**China**") with Chinese ID No. 230103198009280023 and a holder of 51% of the entire registered capital ("**My Shareholding**") in Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司) (the "**Domestic Company**"), hereby irrevocably authorizes OptAim (Beijing) Information Technology Co., Ltd. (智云众（北京）信息技术有限公司) (the "**Wholly Foreign-owned Enterprise**") to exercise the following rights relating to My Shareholding during the term of this Power of Attorney:

The Wholly Foreign-owned Enterprise is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including without limitation: (1) proposing, convening, and attending meetings of shareholders of the Domestic Company; (2) exercising all shareholder's rights and shareholder's voting rights that I am entitled to under the laws of China and articles of association of the Domestic Company, including but not limited to the sale, transfer, pledge or disposition of My Shareholding in part or in whole; and (3) nominating, designating, and/or appointing legal representatives (chairperson), directors, supervisors, chief executive officer (or manager), and other officers of the Domestic Company on my behalf (if I have such power).

Without limiting the generality of the power granted hereunder, the Wholly Foreign-owned Enterprise shall have the power and authority under this Power of Attorney to perform on my behalf the terms and conditions of the Second Amended and Restated Equity Pledge Contract and the Second Amended and Restated Exclusive Option Contract executed on the same date of this Power of Attorney, to which I am a party, or execute other documents required to be executed under the aforesaid contracts, including but not limited to the transfer contract (to which I am required to be a Party) as agreed in the Second Amended and Restated Exclusive Option Contract executed on my behalf.

The Wholly Foreign-owned Enterprise has the right to re-authorize or assign the rights relating to the aforesaid matters to any other person or entity at its own discretion without giving prior notice to me or obtaining my consent.

This Power of Attorney will come into force on the date of execution. Provided that I am the shareholder of the Domestic Company, this Power of Attorney shall be irrevocably and continuously effective, unless the Wholly Foreign-owned Enterprise otherwise instructs in writing. Once the Wholly Foreign-owned Enterprise notifies me in writing of termination of this Power of Attorney in part or in whole, I will immediately revoke the entrustment and authorization previously granted to the Wholly Foreign-owned Enterprise and execute a power of attorney of the same format as this Power of Attorney, to grant other person nominated by the Wholly Foreign-owned Enterprise the same authorization and entrustment as those contained in this Power of Attorney.

This Power of Attorney shall be binding on my successors and assigns and I will cause my successors (if applicable) and assigns to sign a similar power of attorney.

During the validity term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the Wholly Foreign-owned Enterprise through this Power of Attorney, and shall not exercise such rights by myself.

[The remainder of this page is intentionally left blank]

In witness whereof, I execute this Power of Attorney on such date first given above.

By: /s/ Jie Jiao

Name: Jiao Jie (焦捷)

Power of Attorney

Date: May 26, 2017

The undersigned, Tang Jian (唐健), a citizen of the People's Republic of China ("**China**") with Chinese ID No. 432922197608190035 and a holder of 49% of the entire registered capital ("**My Shareholding**") in Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司) (the "**Domestic Company**"), hereby irrevocably authorizes OptAim (Beijing) Information Technology Co., Ltd. (智云众（北京）信息技术有限公司) (the "**Wholly Foreign-owned Enterprise**") to exercise the following rights relating to My Shareholding during the term of this Power of Attorney:

The Wholly Foreign-owned Enterprise is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including without limitation: (1) proposing, convening, and attending meetings of shareholders of the Domestic Company; (2) exercising all shareholder's rights and shareholder's voting rights that I am entitled to under the laws of China and articles of association of the Domestic Company, including but not limited to the sale, transfer, pledge or disposition of My Shareholding in part or in whole; and (3) nominating, designating, and/or appointing legal representatives (chairperson), directors, supervisors, chief executive officer (or manager), and other officers of the Domestic Company on my behalf (if I have such power).

Without limiting the generality of the power granted hereunder, the Wholly Foreign-owned Enterprise shall have the power and authority under this Power of Attorney to perform on my behalf the terms and conditions of the Second Amended and Restated Equity Pledge Contract and the Second Amended and Restated Exclusive Option Contract executed on the same date of this Power of Attorney, to which I am a party, or execute other documents required to be executed under the aforesaid contracts, including but not limited to the transfer contract (to which I am required to be a Party) as agreed in the Second Amended and Restated Exclusive Option Contract executed on my behalf.

The Wholly Foreign-owned Enterprise has the right to re-authorize or assign the rights relating to the aforesaid matters to any other person or entity at its own discretion without giving prior notice to me or obtaining my consent.

This Power of Attorney will come into force on the date of execution. Provided that I am the shareholder of the Domestic Company, this Power of Attorney shall be irrevocably and continuously effective, unless the Wholly Foreign-owned Enterprise otherwise instructs in writing. Once the Wholly Foreign-owned Enterprise notifies me in writing of termination of this Power of Attorney in part or in whole, I will immediately revoke the entrustment and authorization previously granted to the Wholly Foreign-owned Enterprise and execute a power of attorney of the same format as this Power of Attorney, to grant other person nominated by the Wholly Foreign-owned Enterprise the same authorization and entrustment as those contained in this Power of Attorney.

This Power of Attorney shall be binding on my successors and assigns and I will cause my successors (if applicable) and assigns to sign a similar power of attorney.

During the validity term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the Wholly Foreign-owned Enterprise through this Power of Attorney, and shall not exercise such rights by myself.

[The remainder of this page is intentionally left blank]

In witness whereof, I execute this Power of Attorney on such date first given above.

By: /s/ Jian Tang

Name: Tang Jian (唐健)

Exhibit 10.7

Spouse Consent

Date: May 26, 2017

The undersigned, Xinyu Fan (ID No. 210804198009141067) hereby represents that (a) I am the legal spouse of Tang Jian (唐健); (b) I unconditionally and irrevocably agree that Tang Jian executes the following documents (hereinafter referred to as "**Transaction Documents**") on May 26, 2017, and (c) I agree to the disposal of the equity interest of Beijing OptAim Network Technology Co., Ltd. (北京智云众网络科技有限公司) held by Tang Jian and registered in his name in accordance with the provisions of the following documents:

(1) Second Amended and Restated Equity Pledge Contract executed by OptAim (Beijing) Information Technology Co., Ltd. (智云众(北京)信息技术有限公司) ("**WFOE**"), domestic company, and all shareholders of this domestic company;

(2) Second Amended and Restated Exclusive Option Agreement executed by WFOE, domestic company, and all shareholders of this domestic company; and

(3) Power of attorney executed by Tang Jian, authorizing WFOE to exercise the rights of its domestic shareholders.

I acknowledge that I am not entitled to any right or interest with respect to the equity interest of the domestic company and I undertake that I will not assert any claim with respect to the equity interests of such domestic company. I further acknowledge that performance of the Transaction Documents and further amendments or termination of such documents by Tang Jian do not otherwise require my authorization or consent.

I undertake to execute all necessary documents and take all necessary actions to ensure proper performance of the Transaction Documents (as amended from time to time).

I agree and undertake that, if I acquire any equity interests of the domestic company for any reason, I will be bound by the Transaction Documents (as amended from time to time) and abide by the obligations under such Transaction Documents (as amended from time to time) as the shareholder of the domestic company. For this purpose, upon the request of WFOE, I will execute the written documents whose formats and contents are fundamentally similar to the Transaction Documents (as amended from time to time).

/s/ Xinyu Fan

(Signature of the Spouse)

Date: May 26, 2017

(Company Logo)

PRIVATE AND CONFIDENTIAL

DATE

Mr./Ms. NAME

Dear

On behalf of ("*(Company)*"), I have pleasure in making an offer of employment to you with *(Company)* on the terms and conditions set out in this letter, as . The offer is subject to satisfactory background and references check result. For internal consistency, your internal job grade will be . In the course of carrying out your duties you will be reporting directly to or any other person as *(Company)* may from time to time determine ("Supervisor").

1. DATE OF COMMENCEMENT

Your employment will commence on and, if applicable, will be subject to the approval of your employment work visa by the relevant authorities.

You will be subject to a -month probation ("Probation") from the date of commencement of your employment. *(Company)* may at its sole discretion, and if it sees fit to do so, to extend your Probation for a further three-month ("Extended Probation") at the end of the Probation. You shall be notified of the Extended Probation prior to the end of your Probation.

2. POSITION, DUTIES AND RESPONSIBILITIES

Your duties and responsibilities of employment are set out in the job description of your position.

You acknowledge and agree that you may be transferred ("Transfer") to a different division of *(Company)* or a subsidiary or associated company of *(Company)*; or your duties and responsibilities may be varied ("Variation") as *(Company)* deems fit.

Provided that such Transfer and/or Variation is within your competence, skill and training at the time of Transfer or Variation, you shall not object to such Transfer or Variation. Further you acknowledge that such Transfer or Variation shall not be grounds for a constructive dismissal claim against *(Company)*.

The terms and conditions set out in this letter will continue to apply in the event of any Transfer or Variation.

3. PLACE OF EMPLOYMENT

You will be primarily based in **Location**. Nevertheless, you will also be required to work at any other location at which *(Company)* carries on its business or provides services, and which may be in Hong Kong and/or overseas.

4. REMUNERATION

Base Pay

Your gross annual base salary will be HK$, paid monthly in arrears by cheque or direct credit to your nominated bank account at the end of each month.

Discretionary Year-End Bonus

At the discretion of *(Company)*, you may be paid a year-end bonus at the end of each year; it is up to **%** of your annual base salary.

In determining the amount of discretionary bonus, *(Company)* shall consider your work performance, amongst other factors. Your performance will be reviewed periodically and *(Company)* shall make adjustments to your salary as it sees fit.

5. METHOD OF PAYMENT

Your salary will be paid monthly in arrears by cheque or direct credit to your nominated bank account.

6. HOURS OF EMPLOYMENT

Your working hours will be from 9:00 am to 6:00 pm daily between Mondays to Fridays with a one hour lunch break without pay.

Notwithstanding the aforesaid, you will be required to continue your work beyond those hours if and when the occasion requires or as required by your Supervisor, however, *(Company)* does not make overtime payments.

7. LEAVE ENTITLEMENTS

You will be entitled to days annual leave per year. You are required to apply for annual leave in accordance with the policies of *(Company)*.

The portion of annual leave required under Hong Kong law (which increases from year to year) is “statutory annual leave” and any leave granted in addition to that statutory minimum is referred to as “additional annual leave”. Except in the first year, annual leave taken will be reduced against the Employee’s statutory annual leave balance first. Once the Employee uses all of his statutory annual leave, any further leave he takes will be reduced against his additional annual leave balance. Statutory annual leave is paid in accordance with the Employment Ordinance. Additional annual leave is paid according to the Employer’s policy. Statutory annual leave must be taken at the time required under the Employment Ordinance, which is the year after it accrues. Any non-statutory annual leave must be taken within the same year that it accrues.

You are entitled to the Public Holidays as announced in the Government Gazette every year.

8. INSURANCE SCHEME

Subject to you complying with and satisfying any applicable requirements of *(Company)*’s insurers, you will be entitled to join, after your Probation or Extended Probation (if applicable), to *(Company)*’s standard medical insurance scheme, details of which will be provided to you separately. The insurance benefits are ex-gratia and *(Company)* may change or cancel or suspend the insurance policies at any time without notice to you.

9. MPF

As required by the Mandatory Provident Fund Schemes Ordinance, you will be enrolled into *(Company)*'s Mandatory Provident Fund Scheme (the "**MPF Scheme**"). The level of contributions to be paid to the MPF Scheme will be as specified in the Mandatory Provident Fund Schemes Ordinance. Details of the MPF Scheme will be provided to you separately.

10. TRANSFER/SECONDMENT

(Company) has the right to transfer/second you to work part time or full time for any company within the Group (that is, any subsidiaries, holding companies or other affiliated companies). *(Company)* shall have the discretion to request you to support any other such companies within the Group.

11. SALARIES TAX

You will be responsible and liable for filing and payment of your own Salaries Tax under the laws of Hong Kong in respect of salaries received by you and also to taxation from any other country.

12. TERMINATION

During the first month of the probationary period, a notice of **one (1)** day in writing or the equivalent of the **one (1)** day's salary in lieu of service of notice is required by either party to be given to the other party in the event of termination of employment herein under.

After the first month of the probationary period and before the probation confirmation, a notice of **seven (7)** days in writing or the equivalent of **seven (7)** days' salary in lieu of service of notice is required by either party to be given to the other party in the event of termination of employment herein under.

After the completion of probation, you will become confirmed as a permanent employee, a notice of no less than ( ) months in writing or the equivalent of ( ) month's salary in lieu of service of notice will be required by either party to be given to the other party in the event of termination of employment, unless the Letter of Employment requires a shorter/longer notice period or except that such notice or payment will not be required if employment is terminated because of breach of Company regulations.

Notwithstanding the above *(Company)* may, at its absolute discretion, also terminate this agreement by giving you a combination of a written notice for a period less than the Notice Period and to pay you a salary in lieu for the remaining portion of the Notice Period.

(Company) reserves the right to terminate your employment without notice if you commit any dishonest act, serious misconduct as set out in the Employee Handbook and all staff manuals, guidelines, policies and procedures of *(Company)* (together, "Staff Regulations") or any other act that justifies immediate dismissal, or you are precluded by law from performing your duties of employment.

If you are summarily dismissed, you will only be entitled to remuneration up to the date of dismissal and any untaken leave entitlements, but to no other compensation as a result of that termination.

13. MONIES OWED

(Company) is authorised to deduct from your salary or any of your entitlements any monies owed by you or advanced to you by *(Company)*.

14. POLICIES & PROCEDURES

(Company) has in place Staff Regulations for the effective and safe operation of the business and for the interests of its employees. *(Company)* may vary and make new Staff Regulations as it considers appropriate.

You must comply with all *(Company)* Staff Regulations, including any amendments, alterations and additions made from time to time. If you breach any of the Staff Regulations, *(Company)* may take reasonable disciplinary action against you, including, but without limitation to, termination of your employment.

(Company) will not be obliged to nor does it represent that it will comply with or enforce its policies and procedures (which includes but is not limited to the Employee Handbook).

15. INTELLECTUAL PROPERTY

All intellectual property rights in works (including but not limited to computer software, programs, sketches, artwork, plans, models, mock-ups, briefs, drawings, procedures, systems, marketing techniques, manuals, designs, plans and specifications) conceived, developed, written or otherwise created by you in the course of your employment, whether during or outside your normal working hours, vest solely in *(Company)* and you will, at the request and expense of *(Company)*, you shall execute such assignments and assurances as may be reasonably necessary to perfect ownership by *(Company)* of those rights.

16. MORAL RIGHTS

You agree to waive all moral and copyright to all works made by you or to be made by you in the course of your employment with *(Company)* for *(Company)*, any client or *(Company)* or as instructed by any member of staff of *(Company)*, whether alone or in conjunction with any other person. For the purposes of this clause, "*(Company)*" means *(Company)*, its subsidiaries, holding and/or associated companies.

17. PROTECTION OF (COMPANY)'S INTERESTS

You agree not to undertake other paid or unpaid employment or undertake any courses or activities which will impair your ability to carry out your duties under your employment with *(Company)* or which constitutes a conflict of interest.

18. CONFIDENTIALITY

In the course of your employment under this agreement you will have access to and be entrusted with information in respect of the business and financing of *(Company)* and its dealings, transactions and affairs and likewise in relation to its subsidiaries, holding and associated companies all of which information is or may be confidential. You must keep information about *(Company)*'s business secret and confidential except to the extent that you are authorised by *(Company)* or by law to disclose it. This obligation will continue after the termination of your employment.

You shall not (except in the proper course of your duties or if compelled to do so by law), during or after the period of your employment under this agreement, divulge to any person whatsoever or otherwise make use of (and shall use your best endeavours to prevent the publication or disclosure of) any confidential information including but not limited to any trade secret or secret manufacturing or technical process, any information concerning the processes, methods, systems, programs, manuals, books, reports, data, business transactions, finances, dealings, affairs, designs, price structures, marketing strategies, or operations of *(Company)*, any of its subsidiaries, holding and/or associated companies or any of its or their suppliers agents distributors or customers.

You must not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to *(Company)*, its subsidiaries, holding and/or associated companies or the suppliers, agents, distributors, or customers of *(Company)*, its subsidiaries, holding and/or associated companies.

All notes and memoranda of any trade secrets or confidential information concerning the business of *(Company)*, its subsidiaries, holding and/or associated companies or any of its or their suppliers, agents, distributors or customers shall be the property of *(Company)* and shall be surrendered by you to *(Company)* at the termination of your employment or at the request of *(Company)* during the course of your employment.

The requirement to maintain confidentiality will continue to apply after the termination of your employment.

19. RESTRAINT

You undertake and covenant to *(Company)* that you will not during the term of your employment, and for a period of 6 months after termination of your employment with *(Company)*, either alone, in your name in the name of a firm or corporation, or jointly with any other person, firm or corporation, as a manager, agent, principal, consultant, employee, consultant, contractor or in any other capacity whether paid or unpaid:

a) be directly or indirectly engaged or involved in any business which shall be in competition with:

   i) the business of *(Company)*, which is to provide marketing and public relations services relating to the measurement of internet web-site usage; or

   ii) any other business the same as or similar to the business operated by *(Company)*;

b) directly or indirectly canvass or solicit from any person who is at the date of your termination of employment, or 6 months prior to that date, a client or customer of *(Company)* or any of its subsidiaries, holding and/or associated companies, any orders for goods or services the same as or similar to those goods or services supplied to that person by *(Company)* in the 6 months prior to the date of termination of employment;

c) entice, endeavour to entice, persuade or in any way procure away from *(Company)* or any of its subsidiaries, holding and/or associated companies any person who has at any time during the 6 months immediately preceding the termination of your employment been employed or engaged by *(Company)* or any of its subsidiaries, holding and/or associated companies with a view to or an objective or purpose of that person ceasing to be employed or engaged by *(Company)*;

The above clause will have the effect as if it were several separate undertakings and covenants and is intended to be separate binding agreements, and the illegality or unenforceability of any such covenants shall not affect the validity of the remaining covenants.

Your obligations under this clause shall continue for a period of 6 months after the expiration or termination of your employment with *(Company)* for whatever reason.

If any of the several separate undertakings and covenants are to become invalid or unenforceable for any reason they will be severed whilst the others shall continue to remain in full force and effect.

20. BREACH OF CLAUSES 15 to 18

Without prejudice to any other rights, you acknowledge that any breach of clauses 15 to 18:

a) will be regarded as a very serious matter;

b) may result in you being dismissed immediately without any entitlement to pay in lieu of notice; and

c) may result in *(Company)* seeking an injunction against you as it is acknowledged that damages may not be an adequate remedy in such circumstances.

21. RETURN OF PROPERTY

At the end of your employment or otherwise on request by *(Company)*, you must return to *(Company)* all document, records, *(Company)* or customer information including all confidential information, keys, access passes, mobile phone, vehicle, computer, computer software and programs or other property of *(Company)* in your possession or control including any copies in your possession or control.

22. ENTIRE AGREEMENT

This letter sets out the entire agreement between you and *(Company)* regarding the terms and conditions of your employment with *(Company)*, excepting any term or condition implied by law and which is not inconsistent with this agreement. No collateral agreement, commitment or understanding will be of any force and effect unless it is in writing and signed by both parties. Any and all prior negotiations, representations, warranties or commitments in relation to your employment are superseded by this letter and will be of no force and effect.

23. WAIVER

The failure of either party at any time to insist on performance of any term of this letter is not a waiver of its right at any later time to insist on performance of that or any other term of this letter.

24. VARIATION OF TERMS

The terms and conditions of your employment cannot be varied unless such variation is in writing and signed by both you and *(Company)*.

25. GOVERNING LAW

Your employment will be governed by the laws of **Hong Kong** and both you and *(Company)* irrevocably submit to the jurisdiction of the Courts of **Hong Kong**.

26. ACCEPTANCE

You confirm acceptance of this offer of employment on these terms and conditions by signing and returning the enclosed copy of this letter. Your employment agreement with *(Company)* is effective on the date set out in clause 1.

Yours sincerely

XXX
Senior Human Resources Manager

TW/bl

I have read and understood the above terms and conditions and I hereby agree to be bounded by them.

Signed: NAME **Date**
HKID No.:

Annexure - Job Descriptions

The **Position Title** will be responsible for:

ONE WAY NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is entered into as of ("**Effective Date**") between , a limited liability company incorporated in ("***(Company)***"), and the individual or entity signing below ("**Participant**").

1. In connection with a possible business transaction or relationship between *(Company)* and Participant and for the purposes of evaluating certain technologies of *(Company)* which may be deployed in connection with that business transaction or relationship (the "**Transaction**"), Participant may receive certain Confidential Information (as defined below) of *(Company)*. *(Company)* provides such Confidential Information to Participant only subject to the terms set forth in this Agreement.

2. "**Confidential Information**" means all technical and non-technical information of *(Company)* and/or its licensors (including but not limited to product information, plans and pricing, financials, marketing plans, business strategies, customer information, data, research and development, software and hardware, APIs, specifications, designs, proprietary formulae and proprietary algorithms), which information is identified as being confidential or proprietary or which would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

3. Participant will (a) hold the Confidential Information in confidence; (b) restrict disclosure of such Confidential Information to those of its employees or agents with a need to know such information and who have previously agreed (e.g. as a condition to their employment or agency) to be bound by terms respecting the protection of confidential information which are substantially similar to those of this Agreement and which would extend to *(Company)*'s Confidential Information; (c) use such Confidential Information only for the Transaction; and (d) to the extent applicable, not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information unless otherwise specified in writing by *(Company)*. Participant agrees and understands that *(Company)* may use Participant's suggestions and comments for any purpose without compensation of any kind.

4. The restrictions in Section 3 will not apply to Confidential Information to the extent that Participant can provide written documentation to show it (a) was in the public domain at the time of disclosure; (b) became publicly available after disclosure to Participant without breach of this Agreement; (c) was lawfully received by Participant from a third party without such restrictions; (d) was known to Participant prior to its receipt from *(Company)*; (e) was independently developed by Participant without reference to such Confidential Information; or (f) is required to be disclosed by Participant pursuant to judicial order or other compulsion of law, provided that Participant will provide to *(Company)* prompt notice of such order and comply with any protective order imposed on such disclosure.

5. Participant acknowledges and agrees that *(Company)* is not required to disclose any particular information to Participant and any disclosure pursuant to this Agreement is entirely voluntary and does not, in itself: (a) create warranties or representations of any kind; (b) create a commitment as to any product, service, or prospective business relationship; (c) constitute solicitation of any business or the incurring of any obligation not specified herein; or (d) constitute a license or transfer of ownership under any intellectual property rights of *(Company)* or its licensors. In addition, the existence and terms of this Agreement and the fact that discussions have taken, are taking, or may take place may not be disclosed by Participant without *(Company)*'s prior written consent.

6. This Agreement is effective as of the Effective Date. *(Company)* may terminate this Agreement at any time by sending written notice thereof to the Participant. Upon receipt of such notice, Participant will return or destroy (at *(Company)*'s election) all copies of the Confidential Information in Participant's possession or control (including archival copies) and will certify the same if so requested by *(Company)*. However, Participant's obligations under Section 3 with respect to *(Company)*'s Confidential Information that has been disclosed to Participant during the term of this Agreement will survive such termination unless and until such Confidential Information falls within the public domain. In addition, this Section 6 will survive any such termination of this Agreement.

7. This Agreement supersedes all previous agreements between the parties regarding *(Company)*'s Confidential Information and cannot be cancelled, assigned or modified except by the written agreement of both parties. This Agreement will be governed and construed using the law of the Hong Kong Special Administrative Region, without giving effect to its conflict of law provisions or to constructive presumptions favoring either party. All actions arising out of or relating to this Agreement will be heard and determined exclusively by the courts of the Hong Kong Special Administrative Region.

8. Participant agrees that any violation or threatened violation of this Agreement will cause irreparable injury to *(Company)* and that, in addition to any other available remedies, *(Company)* will be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement by Participant.

9. All notices, requests and other communications called for by this Agreement will be deemed to have been given immediately if made by e-mail (confirmed by concurrent written notice sent first class mail, postage prepaid), if to *(Company)* at the email address below and at the physical address above, with a copy to its Finance Director, and if to Participant at the e-mail address set forth below and physical address to be provided separately, or to such other addresses as either party may specify to the other in writing. Notice by any other means will be deemed made when actually received by the party to which notice is provided.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the Effective Date.

(Company name)

By: _____
Name: _____
Title: _____
Date: _____
Email: _____

(Company name)
(Address)

Participant: _____

By: _____
HKID#: _____
Title: _____
Date: _____
Email: _____

Exhibit 21.1

List of Subsidiaries of the Registrant

Name	Subsidiaries	Place of Incorporation
Optimix Media Asia Limited	100%	Hong Kong
iClick Interactive Asia Limited	100%	Hong Kong
Digital Marketing Group Limited	100%	Hong Kong
Tetris Media Limited	100%	Hong Kong
iClick Interactive (Singapore) Pte. Ltd.	100%	Singapore
Performance Media Group Limited	100%	Hong Kong
iClick Interactive (Beijing) Advertisement Co., Ltd.	100%	People's Republic of China
Tetris Media (Shanghai) Co., Ltd.	100%	People's Republic of China
Diablo Holdings Corporation	100%	British Virgin Islands
Harmanttan Capital Holdings Corporation	100%	British Virgin Islands
China Search (Asia) Limited	100%	Hong Kong
Search Asia Technology (Shenzhen) Co., Ltd.	100%	People's Republic of China
Buzzinate Company Limited	100%	Hong Kong
Buzzinate (Shanghai) Information Technology Co., Ltd	100%	People's Republic of China
OptAim Ltd.	100%	Cayman Islands
OptAim (HK) Limited	100%	Hong Kong
OptAim (Beijing) Information Technology Co., Ltd.	100%	People's Republic of China
Beijing OptAim Network Technology Co., Ltd.	100%[1]	People's Republic of China
Zhiyunzhong (Shanghai) Technology Co., Ltd.	100%[2]	People's Republic of China
iClick Interactive Taiwan Limited Taiwan Branch	100%[3]	Taiwan

1 VIE.
2 VIE's subsidiary.
3 Subsidiary's branch.

Exhibit 99.2

競天公誠律師事務所
JINGTIAN & GONGCHENG

34/F, Tower 3, China Central Place, 77 Jianguo Road, Beijing 100025, China
Telephone: (86-10) 5809-1000 Facsimile: (86-10) 5809-1100

June 30, 2017

iClick Interactive Asia Group Limited

Re: Certain PRC Law Matters of iClick Interactive Asia Group Limited (the "Company")

Dear Sir/Madam,

We are qualified lawyers of the People's Republic of China (the "**PRC**", for purposes of this legal opinion, excluding the Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan) and as such are qualified to issue this opinion on PRC Laws (as defined below).

We act as legal counsel to the Company on PRC Laws (as defined below) in connection with (a) the proposed initial public offering (the "**Offering**") of certain number of American depositary shares (the "**ADSs**"), each representing certain number of ordinary shares of the Company (the "**Ordinary Shares**"), by the Company as set forth in the Company's registration statement on Form F-1, including all amendments or supplements thereto (the "**Registration Statement**"), filed by the Company with the Securities and Exchange Commission (the "**SEC**") in relation to the Offering, and (b) the proposed listing and trading of the Company's ADSs on the [New York Stock Exchange /NASDAQ Global Market].

The following terms as used in this opinion are defined as follows.

"**M&A Rules**" means the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, which was issued by six PRC regulatory agencies, namely, the Ministry of Commerce, the State-owned Assets Supervision and Administration Commission, the State Administration for Taxation, the State Administration for Industry and Commerce, the China Securities Regulatory Commission (the "**CSRC**") and the State Administration for Foreign Exchange, on August 8, 2006 and became effective on September 8, 2006, as amended by the Ministry of Commerce on June 22, 2009.

"**PRC Laws**" means all laws, regulations, statutes, rules, decrees, guidelines, notices, and supreme court's judicial interpretations currently in force and publicly available in the PRC as of the date hereof.

"**PRC Subsidiary**" means each of, and "**PRC Subsidiaries**" means all of, iClick Interactive (Beijing) Advertisement Co., Ltd.（爱点击互动（北京）广告有限公司）, Tetris Media (Shanghai) Co. Ltd.（泰司广告（上海）有限公司）, Search Asia Technology (SZ) Ltd.（搜索亚洲科技（深圳）有限公司）, Buzzinate (Shanghai) Information Technology Co., Ltd.（肇纳（上海）信息科技有限公司）, OptAim (Beijing) Information Technology Co., Ltd.（智云众（北京）信息技术有限公司）, Beijing OptAim Network Technology Co., Ltd.（北京智云众网络科技有限公司）, Zhiyunzhong (Shanghai) Technology Co., Ltd.（指匀众（上海）科技有限公司）..

For the purpose of giving this opinion, we have examined the originals or copies, certified or otherwise identified to our satisfaction of corporate records, agreements, documents and other instruments provided to us and such other documents or certificates issued or representations made by officials of government authorities and other public organizations and by officers and representatives of the Company as we have deemed necessary and appropriate as a basis for the opinions hereinafter set forth.

In rendering the opinions expressed below, we have assumed:

(a) the authenticity of the documents submitted to us as originals and the conformity to the originals of the documents submitted to us as copies;

(b) the truthfulness, accuracy and completeness of all corporate minutes and resolutions of or in connection with the PRC Subsidiaries as they were presented to us;

(c) that the documents and the corporate minutes and resolutions which have been presented to us remain in full force and effect up to the date of the legal opinion and have not been revoked, amended, varied or supplemented, except as noted therein;

(d) the truthfulness, accuracy and completeness of all factual statements in the documents and all other factual information provided to us by each of the Company and the PRC Subsidiaries;

(e) the truthfulness, accuracy and completeness of the statements made by the Company, the PRC Subsidiaries and relevant government officials in response to our inquiries during the process of our due diligence for the purpose of the Offering;

(f) in response to our due diligence inquiries, requests and investigation for the purpose of this opinion, all the relevant information and materials that have been provided to us by the Company are true, accurate, complete and not misleading, and that the Company has not withheld anything that, if disclosed to us, would reasonably cause us to alter this opinion in whole or in part. Where important facts were not independently established to us, we have relied upon certificates issued by governmental authorities and appropriate representatives of the Company and/or other relevant entities and/or upon representations made by such persons in the course of our inquiry and consultation;

(g) that all parties other than the PRC Subsidiaries thereto have the requisite power and authority to enter into, and have duly executed, delivered and/or issued those documents to which they are parties, and have the requisite power and authority to perform their obligations thereunder; and

(h) with respect to all parties, the due compliance with, and the legality, validity, effectiveness and enforceability under, all laws other than the laws of the PRC.

We do not purport to be experts on and do not purport to be generally familiar with or qualified to express legal opinions on any laws other than the laws of the PRC and accordingly express no legal opinion herein on any laws of any jurisdiction other than the PRC.

Based on the foregoing and subject to the qualifications set out below, we are of the opinion that, as of the date hereof, so far as PRC Laws are concerned:

1. Each PRC Subsidiary is a limited liability company under PRC Laws, duly incorporated and validly existing under the PRC Laws and has the status of an independent legal person in the PRC.

2. The M&A Rules purports to require that an offshore special purpose vehicle controlled directly or indirectly by PRC domestic companies or individuals and formed for purposes of overseas listing through acquisition of PRC domestic interests obtain the approval of the CSRC prior to the listing and trading of such special purpose vehicle's securities on an overseas stock exchange. The CSRC has not issued any definitive rules or interpretations concerning whether offerings such as the Offering are subject to the CSRC approval procedures under the M&A Rules. Based on our understanding of the PRC Laws, the Company is not required to obtain approval from the CSRC for listing and trading of the ADSs because (i) the wholly owned foreign invested PRC subsidiaries Interactive (Beijing) Advertisement Co., Ltd.（爱点击互动（北京）广告有限公司）, Tetris Media (Shanghai) Co. Ltd.（泰司广告（上海）有限公司）, Search Asia Technology (SZ) Ltd.（搜索亚洲科技（深圳）有限公司）, Buzzinate (Shanghai) Information Technology Co., Ltd.（擘纳（上海）信息科技有限公司）and OptAim (Beijing) Information Technology Co., Ltd.（智云众（北京）信息技术有限公司）were incorporated as wholly foreign-owned enterprises by means of direct investment rather than by merger or acquisition of equity interest or assets of a PRC domestic company owned by PRC companies or individuals as defined under the M&A Rules that are the beneficial owners of the Company, and (ii) no provision in the M&A Rules clearly classifies contractual arrangements as a type of transaction subject to the M&A Rules. However, uncertainties still exist as to how the M&A Rules will be interpreted and implemented and our opinion stated above is subject to any new laws, rules and regulations or detailed implementations and interpretations in any form relating to the M&A Rules.

3. VIE structure - The ownership structures of Beijing OptAim Network Technology Co., Ltd. and Zhiyunzhong (Shanghai) Technology Co., Ltd., both currently and immediately after giving effect to this Offering, does not and will not result in any violation of PRC Laws. Each of the contractual arrangements among OptAim (Beijing) Information Technology Co., Ltd., Beijing OptAim Network Technology Co., Ltd., Zhiyunzhong (Shanghai) Technology Co., Ltd. and the shareholders of Beijing OptAim Network Technology Co., Ltd., both currently and immediately after giving effect to this Offering, is valid, binding and enforceable and will not result in any violation of PRC Laws. The statements set forth in the Prospectus under the captions “Risk Factors — Risks Related to Our Corporate Structure” are fair and accurate summaries of the matters described therein, and nothing has been omitted from such summaries that would make the same misleading in any material respect.

4. Enforcement of civil liabilities - 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 or any state in the United States; 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 or any state in the United States.

   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 directors and officers of the Company 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 a company in the PRC for disputes relating to contracts or other property interests, the PRC court may accept a course of action based on the laws or the parties’ express mutual agreement in contracts choosing PRC courts for dispute resolution if (a) the contract is signed and/or performed within the PRC, (b) the subject of the action is located within the PRC, (c) the company (as defendant) has seizable properties within the PRC, (d) the company has a representative organization within the PRC, or (e) other circumstances prescribed under the PRC law. The action may be initiated by a shareholder through filing a complaint with the PRC court. The PRC court will determine whether to accept the complaint in accordance with the PRC Civil Procedures Law. The shareholder may participate in the action by itself or entrust any other person or PRC legal counsel to participate on behalf of such shareholder. Foreign citizens and companies will have the same rights as PRC citizens and companies in an action unless the home jurisdiction of such foreign citizens or companies restricts the rights of PRC citizens and companies.

5. Statements in the Prospectus. The statements in the Prospectus under the headings “Prospectus Summary”, “Risk Factors”, “Corporate History and Structure”, “Management’s Discussion and Analysis of Financial Condition and Results of Operations”, “Enforceability of Civil Liabilities”, “Dividend Policy”, “Business”, “Management”, “Related Party Transactions”, “Regulation”, “Taxation” and “Legal Matters” (other than the financial statements and related schedules and other financial data contained therein to which we express no opinion), to the extent such statements relate to matters of the PRC Laws or documents, agreements or proceedings governed by the PRC Laws, are true and accurate in all material respects, and fairly present and fairly summarize in all material respects the PRC Laws, documents, agreements or proceedings referred to therein, and nothing has been omitted from such statements which would make the statements, in light of the circumstance under which they were made, misleading in any material respect.

6. The statements made in the Registration Statement under the caption “Taxation—People’s Republic of China Taxation,” with respect to the PRC tax laws and regulations or interpretations, constitute true and accurate descriptions of the matters described therein in all material aspects and such statements represent our opinion.

The foregoing opinion is further subject to the following qualifications:

(a) we express no opinion as to any Laws other than the PRC Laws in force on the date of this opinion;

(b) the PRC Laws referred to herein are Laws currently in force and there is no guarantee that any of such Laws, or the interpretation thereof or enforcement therefore, will not be changed, amended or replaced in the immediate future or in the longer term with or without retrospective effect;

(c) this opinion is intended to be used in the context which is specifically referred to herein and each section should be looked on as a whole regarding the same subject matter; and

(d) this opinion is subject to the effects of (i) certain legal or statutory principles affecting the validity and 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 indemnifications, remedies or defenses, the calculation of damages, the entitlement to attorney's fees and other costs, and the waiver of immunity from jurisdiction of any court or from legal process; and (iv) the discretion of any competent PRC legislative, administrative or judicial bodies in exercising their authority in the PRC.

This opinion is delivered in our capacity as the Company's PRC legal counsel solely for the purpose of the Registration Statement and may not be used for any other purpose without our prior written consent. We hereby consent to the use of this opinion in, and the filing hereof as an exhibit to, the Registration Statement, and to the reference to our name in such Registration Statement. We do not thereby admit that we fall within the category of the persons whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the regulations promulgated thereunder.

Yours faithfully,

/s/ Jingtian & Gongcheng

Jingtian & Gongcheng